

हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

Central University of Himachal Pradesh

**TENDER DOCUMENT**

**FOR**

**“Supply, Installation, Testing and Commissioning of  
Desktop Computers(166 Nos)”**

**TENDER NO. 1-19/CUHP/GeM/Vol-II/08**



**Central University of Himachal Pradesh**

[Established Under Central Universities Act 2009] Dharamshala, District Kangra, (H.P.)

**Email: - [fo@cuhimachal.ac.in](mailto:fo@cuhimachal.ac.in)**

# हिमाचल प्रदेश केन्द्रीय विश्वविद्यालय

Central University of Himachal Pradesh

## **Tender Document for Supply, Installation, Testing and Commissioning of Desktop Computers (166 Nos) for Central University of Himachal Pradesh, Dharamshala HP.**

Central University of Himachal Pradesh (CUHP) having its Camp Office at, Dharamshala , Distt Kangra of Himachal Pradesh invites sealed bids/offers from established Original Equipment Manufacturer (OEM) / Original Equipment Manufacturer (OEM) authorized bidders for supply, Installation, Testing, commissioning of Desktop Computers to be delivered at various locations of Temporary Academic Blocks of Central University of Himachal Pradesh in Kangra District of Himachal Pradesh .

The Tender document can be downloaded from CUHP's website

([www.cuhimachal.ac.in](http://www.cuhimachal.ac.in))

or Central public procurement portal

(<https://eprocure.gov.in>).

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### Tender Schedule for Supply, Installation, Testing, Commissioning of Desktop (166 Nos) Computers

S. No.	Information	Details
01	Tender Number and Date	1-19/CUHP/GeM/Vol-II/08
02	EMD Amount in the form of Demand draft in f/o Finance Officer Central University of Himachal Pradesh payable at Dharamshala, HP	INR 2,32,400/- (Rupees Two Lacs Thirty Two Thousand Four Hundred Only)
03	Tender Fee in the form of Demand draft in f/o Finance Officer Central University of Himachal Pradesh payable at Dharamshala, HP	INR 1,500/-
04	Last date for submission of written queries for clarifications to the email id: fo@cuhimachal.ac.in	28 <sup>th</sup> July, 2021
05	Last date for release of clarifications by CUHP on website: www.cuhimachal.ac.in	30 <sup>th</sup> July, 2021
06	Last date for submission of Tender	13 <sup>th</sup> August, 2021 11:00 AM
07	Address at which Tender to be submitted	FINANCE OFFICER, CUHP SMT BHANU KATOCH BHAWAN, CIVIL LINES DHARAMSHALA KANGRA, HIMACHAL PRADESH-176215
08	Date and Time for opening of Technical Bid	13 <sup>th</sup> August, 2021 2:00 PM
09	Delivery Time Period/ Schedule	4-6 weeks from the date of issue of Purchase order or as mentioned in purchase order.  No part-supply will be allowed.

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### **1. Notice Inviting Tender**

**Sub: Supply, Installation, Testing and Commissioning of 166 Nos. Desktop Computers at Central University of Himachal Pradesh , Camp Office at Dharamshala, Distt Kangra , HP 176215.**

- Central University has been established under Central University Act 2009 (hereinafter referred to as "CUHP") , having its Temporary Academic Blocks at Shahpur, Dharamshala & Dehra in Distt. Kangra of HP and Camp Office at Dharamshala intends to invite sealed Tenders for supply, installation, testing & commissioning of 166 Nos Desktop Computers from Original Equipment Manufacturer/Original Equipment Manufacturer authorized bidders at CUHP. Only OEM's/OEM authorized bidder's should participate in tender. Digitally/Ink Signed OEM Authorization to be submitted in original with Technical Bid. Tenders who fulfill the following eligibility criteria only should submit the tenders.
- Suppliers should be registered in India.
- Suppliers should have at least 3 Years of experience in the field of supply of computer hardware, peripherals and IT related equipment.
- OEM should be among top 03 IDC ranking for minimum 3 quarters out of last 4 quarters in commercial PC (Desktop + Notebook) segment in India. Relevant documents to be attached.
- If an agent submits bid on behalf of principal/OEM, the same shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
- The OEM/Bidder will make the arrangement of spare parts for the Hardware and accessories available for a minimum period of five years (warranty period) from the time of acceptance of the system. OEM/Bidder has to ensure servicing of the supplied equipment/system within in 3 business days. In case repair is not carried out within 3 business days the OEM/Bidder has to give substitution with peripherals/components of equivalent or higher capacity. A written confirmation from the Hardware OEM/Bidder regarding the same should be attached.
- The supplier's clientele should include banks, Financial Institutions, Government undertakings and Universities during last three years and shall furnish the relevant documents along with the final price paid and Performance certificate from them.

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- The bidder should be a profit making entity for the three years out of past 5 years and Average turnover of the bidder during three years out of the last five financial years should not be less than Rs. 3.00 crore.
- The bidder/OEM should submit documentary evidence in support of fulfilling eligibility criteria mentioned above along with the information.
- Bidder should be ISO 9000/9001 certified company for Supply, Installation Testing & Commissioning & AMC Services.
- *The Bidder should not have been Blacklisted/Debarred by any of the Office of the State/Center/Autonomous Body/Department or University/Educational Institute. An Affidavit duly notarised to the effect be enclosed by the bidder along with the Technical Bid.*

### **TWO PART OFFER (2 bid System)**

1. The offer in two separate sealed envelopes marked as

**“Technical offer for purchase of 166 Desktop Computers” (Envelope 1)**

**And**

**“Commercial offer for purchase of 166 Desktop Computers” (Envelope 2)**

**And**

**Should be packed in third Envelope containing both Technical as well as Commercial Offer Super-scribed by “Supply, Installation, Testing and Commissioning of 166 Desktop Computers”**

Addressed to

**FINANCE OFFICER, CUHP**

**BHANU KATOCH BHAWAN, CIVIL LINES DHARAMSHALA KANGRA, HIMACHAL**

**PRADESH-176215**

- (i) May be submitted in office not later than 13<sup>th</sup> August, 2021 11:00 AM.
- (ii) Each page of the quotation document must be signed with proper seal of OEM/Bidder.
- (iii) Tender received late on account of any reason will not be entertained. The Bids submitted by fax / email etc. shall not be considered. CUHP shall not be responsible for any postal delay or non-receipt / non delivery of the documents. No further correspondence on the subject will be entertained.

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### 2. Envelope No. 1 (*Technical bid*) should contain the following;

- (i) EMD of Rs 2,32,400 /- (Rs Two Lakh Thirty Two Thousand Four Hundred Only ) in the form of Demand Draft of a scheduled bank in the name of Finance Officer, CUHP valid of 180 days from the date of opening of the tender. The firm registered with NSIC and / or MSME as manufacturer for supply of IT related equipments for which the party is submitting quotation will be exempted from submission of EMD (subject to production of valid proof of Registration Certificates). Intended parties will have to give proof of registration along with their quotation. Self-attested scanned copy of valid Registration certificate must be uploaded with the technical bid. Any technical bid found without the demand drafts of Earnest Money Deposit will be rejected.

The EMD of unsuccessful OEM/Bidders shall be returned within Four weeks, only after the successful completion of the Bid Process. No interest is payable on this amount. The Earnest Money Deposit of the successful OEM/Bidder shall be released at the time of payment of the Tax Invoice for supply of the Hardware only upon the OEM/Bidder's completion of items listed in the scope of work and on receipt of the Performance Bank Guarantee. No interest is payable on this amount.

The EMD shall be forfeited:

- A modification or withdrawal of tender after the deadline for submission of tenders and during the validity period;
- Refusal by the bidder(s) to accept an arithmetical error or otherwise;
- Appearing on the face of tender;
- Failure on the part of the successful bidder(s) to sign the contract in accordance with the terms and conditions stipulated in the tender documents;
- Failure on the part of successful bidder(s) to provide performance security, if demanded, for the execution of the contract;
- Failure on the part of the successful bidder(s) to execute the contract as per terms and conditions stipulated in the tender document; and
- Failure on the part of the successful bidder(s) to supply the goods of the quality, quantity and specifications agreed as per tender or the contract and within the stipulated period.

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3. Covering letter for Acceptance of Terms and conditions given in Part I - Schedule 1 of the Tender.
4. Backup Commitment from the Manufacturer for System Maintenance given in Part I - Schedule 2 of the Tender.
5. Letter of Indemnity and Undertaking given in Part I - Schedule 3 of the Tender.
6. Performance Bank Guarantee Schedule 4
7. Organizational / Financial Profile as per Performa given in Part I - Schedule 5 of the Tender.
8. Detailed Specifications of the Hardware given in Part I - Schedule 6 of the Tender.
9. Manufacturer's Authorization Form (MAF) as per Performa given in Part I - schedule 7 of the Tender.
10. *The Bidder has not been Blacklisted/Debarred by any of the Office of the State/Center/Autonomous Body/Department or University/Educational Institute. An Affidavit duly notarised to the effect, that be enclosed by the bidder along with the Technical Bid.*

**Note: - It should be specifically noted that the content of technical offer must not reveal commercials.**

### **Envelope No. 2 (Financial bid) should contain;**

- (i) The Bill of Quantities as per the specifications and the most competitive prices offered in respect of the items therein as per Schedule 1 of Part II.
- (ii) Prices shall be in Indian Rupee only with detailed breakup of prices as per Schedule 1 of Part II in figures.

**Note: - The Commercial offer should not contradict the technical offer in any manner.**

### **SECTION-I (A):CRITICAL INFORMATION**

Submission of bid in response to this tender notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

## **2. Terms and Conditions**

### **(i)Scope of work:**

The successful bidder/OEM needs to provide the following elements –



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### **(ii) Supply:**

- a) License for all the Hardware, Software Components (wherever applicable).
- b) Manuals of the Hardware and Software (wherever applicable).
- c) Media in the form of CD, DVD etc. (wherever applicable).

### **(iii) Counterfeit/Refurbished IT Products:**

Undertaking from OEM/Bidder must be enclosed along with technical bid should be given stating that all the components / parts / assembly / software used in the supplied Desktops are original / new components and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or would be used. CVC circular regarding the same has been attached in 'Annexure C' for ready reference.

### **(iv) Installation:**

Installation, Commissioning, Configuration, Testing and Execution of the supplied Equipment/Software's at various locations CUHP (Shahpur, Dharamshala & Dehra).

### **(v) Warranty support:**

The OEM/Successful bidder has to provide Comprehensive Post-Installation warranty support for all the hardware, software, Installed & commissioned by him/her, for a period of 5 (Five) years, comprehensive onsite support from date of Installation. In case where the bidder might have to source full or part of the components or services from the OEM, the bidder shall stay responsible for the entire solution.

### **(vi) Conditions of the Tender:**

- a) Specific authorization from the Original Manufacturer of the Hardware and Software (wherever applicable) would be required for this tender.
- b) Complete specifications of all the products and services recommended in the proposal inclusive of make/manufacturer shall have to be provided along with the technical bid.
- c) The OEM / OEM authorized bidder has to submit supporting documents along with the Technical bid that the bidder is authorized to bid the Hardware and Software (wherever applicable) [which are not his products] recommended by him in the proposal.
- d) Submission of proposal in response to the Tender enquiry does not bind CUHP to award a purchase order for any service or product. CUHP would only deal with the successful bidder / OEM in matters related to Technical, Commercial and Legal aspects.

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- e) CUHP reserves the right to reject any particular bid or all the bids without assigning any reason whatsoever. Failure to select a bidder/OEM by CUHP shall not make CUHP liable to pay claim.
- f) The bidder acknowledges the responsibility to respond promptly in contract with CUHP by submitting the proposal against this Tender enquiry. Failure to do so shall relieve CUHP of any contractual obligation to the bidder and CUHP reserves the right to select any other bidder for the awarded work.
- g) Any additional/different terms & conditions proposed by the bidder shall be treated as rejected unless expressly assented in writing by CUHP.
- h) The bidder explicitly acknowledges that they are experts and fully competent in executing the work involved in the provision of the tendered job and accepts the responsibilities for the performance of all provisions and terms and conditions of the tendered job.
- i) Any response or Communications whatsoever from the bidder received after the last date/time shall be strictly treated as invalid unless called for by CUHP.
- j) No expense incurred by the bidder/OEM in the preparation of the quotation against the present tender enquiry shall be borne by CUHP. The submitted bids once opened shall not be returned to the bidder.
- k) The price quoted for all components/products/services in the proposed solution should be competitive amount in respect of 166 desktop computers. CUHP reserves the right to verify the same independently and rejects bids not complying with this criterion.
- l) The technical & functional specifications of all the items should comply with the criterion given under the relevant section of this tender. CUHP reserves the right to accept or reject any tender based on deviations (as per the discretion of CUHP), if any, from the technical specifications.
- m) Any corruption in the software or media (wherever applicable) provided by the bidder / OEM shall be rectified during the full, warranty period of the contract at no extra cost to CUHP.
- n) The hardware, software and the overall system shall be supported by the successful bidder/OEM for the entire period of warranty. The OEM / bidder is required to submit an undertaking to this effect along with the technical offer. Absence of the undertaking shall make the offer liable for rejection.

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- o) The bidder shall be responsible for installation, commissioning & configurations of the hardware and software and related activities (unpacking, uncarting, inspection etc.). They shall ensure physical availability of all items as per the packing list.
- p) The successful bidder / OEM shall provide Machine Installation Reports and Supply Completion Report after completion of work.

### **(vii) Multiple Bids from same agent/bidder/OEM:**

Multiple bids from the same bidder is not permissible. CVC circular regarding the same has been attached in 'Annexure B' for ready reference.

### **(viii) Eligibility Criterion and Installation /Implementation Experience:**

Offers are invited only from those OEM/Bidders who fulfill the following eligibility criteria: -

- a) The product offered should comply with the certifications indicated in detailed specifications of the hardware/software. The OEM / bidder should submit supporting documents along with the Technical offer.
- b) The bidder should be direct channel partner of the OEM and should be the one-point contact for the entire project.
- c) The bidder should provide proper authentication from the manufacturer/OEM as per the proforma given in Part I schedule 7 of the quotation. Offers without proper authentication from the manufacturer/OEM shall be treated as incomplete and shall be rejected.
- d) The OEM / bidder should submit the valid Trade License Certificate along with the Technical Offer (if any).
- e) The OEM / bidder should have a dedicated comprehensive support service centre at in and around Dharamshala.
- f) The OEM / bidder should produced Document in support of having experience in System Integration or similar kind of work.
- g) The OEM / bidder shall submit legal documents pertaining to the status of the organization including Memorandum and Articles of Association.
- h) ***The Bidder should not have been Blacklisted/Debarred by any of the Office of the State/Center/Autonomous B o d y /Department or University/Educational Institute.***

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*An Affidavit duly notarised to the effect be enclosed by the bidder along with the Technical Bid.*

- i) The OEM/Bidder should submit its Organizational / Financial profile in the proforma detailed in Part 1 - Schedule 5 as a part of Technical Offer. Documents supporting Financial Statement (like Copies of published Annual Reports etc.) should also be supplied along with Technical Offer.
- j) The bidder should be a profit making entity for the past 5 years and Average turnover of the bidder during three years out of the last five years should not be less than Rs. 3.00 crore. Half of the required turnover i.e. Rs. 1.5 crore should be from the sale of Desktop/Laptop/ All in One Desktop PC/IT related equipments. (Audited Balance Sheets of Last Five Years and Relevant Proof of sale should be attached).
- k) Average turnover of the OEM should be more than the 1000 crore in case of OEM directly participate in the tender. (Audited Balance Sheets of Last Five Years and Relevant Proof of sale should be attached).
- l) Certified copies of relevant documents / certificates should be submitted as proof in support of the claims made. CUHP reserves the right to verify /evaluate the claims made by the OEM / Bidder independently. Non-compliance of any of the criteria will entail rejection of the order.
- m) The firm shall provide all relevant registration and provide Income Tax Return for last 05 years. Relevant documents to be attached.

### **(ix) Validity period of the Tender:**

The quotation shall remain open for acceptance by CUHP for a period of 180 days from the date of opening of Technical Offer. The period may be extended by mutual agreement and the OEM/Bidder shall not cancel or withdraw the 'quotation' during this period.

**(x)** The OEM/Bidder must use only the formats prescribed in "Tender Document" to fill in the quotation.

**(xi)** The 'Quotation' must be filled in English and the amounts should be both in figures and words. If any of the documents is missing or unsigned, the 'Quotation' will be considered invalid and rejected by CUHP at its discretion.

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**(xii)** All erasures and alterations made while filling the 'Quotation' must be attested by initials of the OEM/Bidder. Overwriting of any kind is not permitted. Failure to comply with either of these conditions will render the 'Quotation' invalid at CUHP's discretion. No advice of any change in rate or conditions after the opening of the 'Quotation' will be entertained.

**(xiii) Signatory:**

Each page of the 'Quotation' document and Technical Offer should be signed by the person or persons submitting the Quotation in token of OEM/Bidder having acquainted himself with the General Conditions of Contract, Specifications, etc., as laid down.

**(xiv) Opening of Quotation**

**A. Bid Opening, Clarifications and Evaluation**

1. The Technical bids shall be opened in the presence of bidders or their authorized representatives who choose to attend, at CUHP, Dharamshala. The bidder's representatives who are present shall sign in an attendance register. Representatives of companies should provide Authority Letter with attested specimen signature from their respective organizations for participating in the bid. Only One representative for a bidder shall be authorized and permitted to attend the bid opening. The bidder's names, bid prices, modifications, bid withdrawals and such other details as CUHP, at its discretion, may consider appropriate will be announced at the opening.
2. The date fixed for opening of bids if subsequently declared as holiday by CUHP the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. The financial bid will be opened only for bidders declared eligible and selected after technical evaluation. The financial bid will be opened on a date fixed after evaluation of technical bids and will be intimated to all eligible bidders at least two days in advance.

**(xv) Clarification of Bids**

In case any Bidder(s) require any clarification on the specification, test parameters, quality assurance, end use, they are free to submit their query(s) on or before last date of submission of bids or date given in the tender document. All interested bidders shall follow the University website at regular intervals for clarifications/ corrigendum if any. University shall bear no responsibility in-case of any oversight by the bidder in relation to Corrigendum / any notification with respect to Bid/ or clarification or amendment subsequently issued published on CUHP website.

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### **(xvi) Bid Price**

The Tender document may be downloaded from CUHP's website ([www.cuhimachal.ac.in](http://www.cuhimachal.ac.in)) or Central public procurement portal (<https://eprocure.gov.in>) and used for submission. There is no additional bid price for this process.

### **(xvii) Bid Warranty period**

During the warranty period, OEM/Bidder shall provide on-site free maintenance services for trouble shooting of hardware and related operating system problems and replacement of parts free of charge. In addition to this, the OEM/Bidder shall update/upgrade the Operating Systems and also provide any new versions released as part of warranty.

### **(xviii) Performance**

#### Response Time to errors

The vendor undertakes and guarantees that all the Critical Errors will be resolved within 72 hours of the CUHP intimating the same through e-mail, telephone or fax.

### **(xix) Spare parts:**

The OEM/Bidder will make the arrangement of spare parts for the Hardware and accessories available for a minimum period of five years (warranty period) from the time of acceptance of the system. If any of the peripherals/components are not available during the warranty period, the substitution shall be carried out with peripherals/ components of equivalent or higher capacity. A written confirmation from the Hardware OEM/Bidder regarding the same should be attached.

### **(xx) Indemnity**

The successful Bidder shall, at its own expense, defend and indemnify CUHP against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents. or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed/engaged otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like. The successful Bidder shall indemnify, protect and save CUHP and hold CUHP harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings. (Including reasonable attorney fees), relating to or resulting directly or indirectly from

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(i) An act or omission of the Bidder, its employees or its agents in the performance of the services provided by this contract,

(ii) Breach of any of the terms of this Tender or breach of any representation or warranty by the Bidder,

(iii) Use of the deliverables and or services provided by the Bidder.

(iv) Infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all components provided to fulfill the scope of this project.

The Bidder shall further indemnify CUHP against any loss or damage to CUHP's premises or property, CUHP's data, loss of life, etc., due to the acts of the Bidder's employees or representatives. The successful OEM/Bidder is required to submit a "Letter of indemnity and undertaking" as per the prescribed format (Part I – Schedule 3).

### **(xxi) Performance Bank Guarantee**

The successful OEM / bidder shall be required to deposit 10% of the total value of the order as performance security, within 14 days of issue of Purchase Order /letter of intent in the form of

D.D\*/Pay Order\*/Fixed Deposit Receipt\* / Bank Guarantee (performance security bond prescribed in Section-VIII) from commercial bank drawn in favor of Finance Officer "Central University of Himachal Pradesh payable at Dharamshala, Himachal Pradesh" and the bank

guarantee shall remain valid for 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the respective Items/goods for which bid has been submitted. The amount of performance security withheld will be discharged after 60 days beyond the date of completion of all contractual obligation of supplier including warranty obligation for the respective Items/goods. If the Supplier fails or neglects any of the bid obligations under the contract it shall be lawful for CUHP to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure. The proceeds of performance security shall be payable to CUHP as compensation for any loss resulting from Supplier/ Bidder's failure to complete its obligation under the contract. The performance security shall be extended suitably in the event of extension of period of contract or till all obligations under the contract has been satisfied.

*\*Performance Security will not carry any interest.*

Without prejudice to the other rights of CUHP under the contract in the matter, the proceeds of the performance bank guarantee shall be payable to CUHP as compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. CUHP shall notify the Bidder in writing of the invocation of the right to receive such compensation indicating the contractual obligation(s) for which the Bidder is in default.

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The Performance Bank Guarantee will be discharged only after a period of 60 days after the expiry of the warranty period of years after due performance of the obligations of the Bidder under the contract.

Failure of the successful Bidder/Vendor to enter into contract within 10 days or within such extended period, as may be specified by the Finance Officer, CUHP shall constitute sufficient ground, among others, if any, for the annulment of the award of the tender.

### **(xxii) DSIR Certificate:**

University is having DSIR certificate, hence the intending bidder(s) are informed that they can quote their rates accordingly.

### **(xxiii) Price Composition**

The price offered to CUHP must be in Indian Rupees, inclusive of all taxes and duties such as GST, etc. and packing forwarding, import and custom clearance, transportation, Insurance till delivery at various offices/departments of CUHP; cost of installation commissioning and comprehensive on-site maintenance services under warranty. There should not be conditional rates/bids. For the purpose of computation of rates the rates quoted in column H in Part -II Schedule 1 shall be final and no further increase /decrease or variation in rates shall be entertained.

From the date of placing the order till the delivery of the equipment, if any changes are brought in the tax structure by the Government resulting in reduction of the cost of the equipment's, the benefits arising out of such reduction shall be passed on to CUHP. Terms like "rates as applicable" will not be accepted and such bids are liable to be rejected without assigning any

reason whatsoever. The OEM/Bidders should quote prices strictly as per the price composition stated above failing which the offers are likely to be rejected.

### **(xxiv) No Price Variations**

The commercial offer shall be on a fixed price basis. No upward revision in the prices would be considered on account of subsequent increases in government taxes, duties, levies, etc. However, if there is any reduction on account of government taxes, duties, local levies, etc. during the offer validity period, the same shall be passed on to CUHP.

### **(xxv) Import Obligations**

In the event of it being necessary to import any materials of foreign manufacture, the Vendor/Bidder should obtain the same against his own normal license quota and should not look to CUHP for any assistance whatsoever for their procurement.



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### **(xxvi) Terms of Payment**

Payment will be made by CUHP according to the procedure and schedule mentioned below. Supply of Hardware & Software Components 90% of the total cost of Hardware & Software components shall be paid on supply and installation of the listed Hardware & Software Components and on submission of the Machine Installation Report (MIR) and successful Inspection of same by the Inspection committee constituted by CUHP issued by the competent authority of CUHP.

### **(xxvii) Balance Payment**

10% of the total cost of Hardware & Software Components shall be paid after submission of Performance Bank Guarantee as per Performa indicated as per Part-1- Schedule-4.

### **(xxviii) Term of execution of work**

The overall time limit for satisfactory Supply, Installation, Testing and Commissioning of Hardware/Software shall be 4 to 6 weeks from the date of the work order. Time shall be the essence of the contract.

### **(xxix) Timely completion and Liquidated Damages**

If the OEM/Bidder fails to effect and complete the work within the time as stipulated under the Section: "Term of execution of work", the OEM/Bidder shall be liable to pay CUHP liquidated damages and not by way of penalty, a sum of 1% of the contract price for each completed week of delay in completion of work. The OEM/Bidder's such liability for the delay in completing the work shall not in any case exceed 5% of the contract price.

### **(xxx) Agreement**

The issue of letter of award of work by CUHP shall be construed as a binding contract.

### **(xxxi) Confidentiality**

The details of the proposed service shall be treated as confidential information between CUHP and OEM/Bidder. Any such information shall not be passed on in part or in full to any third party without CUHP's prior written approval.

The OEM/Bidder shall ensure that complete confidentiality is maintained by them and all its personnel, with regard to all information relating to CUHP. Unless required under law, OEM/Vendor assures CUHP that neither OEM/Vendor nor any of its personnel shall at any time divulge, disclose or make known to any third parties any business process or date, trust, accounts, matters or transactions whatsoever pertaining to CUHP.

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### **(xxxii) Settlement of disputes by Arbitration**

- a) The bid and any contract resulting there from shall be governed by and construed according to the Indian Laws. All settlement of disputes or differences whatsoever, arising between CUHP and the OEM / Bidder out of or in connection to the construction, meaning and operation or effect of this bid or in the discharge of any obligation arising under this bid whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between the CUHP's representative and the Bidder's representative.
- b) In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at within 30 days from the date of notice as to who shall be the sole arbitrator, CUHP shall send to the OEM / Bidder a panel of five names of persons who shall be presently unconnected with CUHP or the OEM/Bidder. The OEM/Bidder shall on receipt of the names as aforesaid, select any one of persons so named to be appointed as sole arbitrator and communicate his name to CUHP within 30 days of receipt of the names. CUHP shall there upon without delay appoint the said person as the sole arbitrator. If the OEM/Bidder fails to select the person as sole arbitrator within 30 days of receipt of the notice from panel and inform CUHP accordingly, CUHP shall be entitled to appoint one of the persons from the panel as sole arbitrator and communicate his name to the OEM /Bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever; another person shall be appointed by CUHP from the above list of persons. The venue of the arbitration shall be at High Court, Shimla and the language of arbitration shall be English.
- c) The award of Arbitration shall be final and binding on both the parties. Work under the contract shall be continued by the OEM / Bidder during the arbitration Proceedings unless otherwise directed in writing by CUHP, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due or payable by CUHP to the OEM/ Bidder shall be withheld on account of the ongoing arbitration proceedings. If any, unless it is the subject matter, or one of the subject matters thereof.

### **(xxxiii) Order cancellation**

CUHP reserves its right to cancel the entire/un executed part of the work contract at any time by assigning appropriate reasons in the event of one or more of the following conditions-

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- Delay in delivery of the ordered equipment, etc., beyond 6 weeks from the date of acceptance/receipt of the work order.
- Delay in installation and commissioning of the system beyond three weeks from the dates of acceptance/receipt of the work order.
- Any other appropriate reason in view of CUHP.

In addition to the cancellation of the work contract, CUHP reserves the right to fore close the Bank guarantee given by the Vendor/Bidder towards performance of the contract to appropriate the damages.

### **(xxxiv) Right to Accept or Reject the Quotation**

CUHP does not bind itself to accept the lowest bid or any or all Quotations and Reserves to itself the right to accept or reject any or all the 'Quotations', either in whole or in part without assigning any reasons for doing so.

If any conditions are stipulated at the time of submission of 'Quotations', they will be Liable to be summarily rejected.

### **(xxxv) Right to alter quantities**

CUHP reserves the right to alter quantities to be purchased on the same terms and conditions. Ordered quantity may vary at the time of issuance of Supply/Purchase Order and University reserves the right to purchase in staggered manner also.

### **(xxxvi) Force Majeure**

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

For the purpose of this clause. "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause there of immediately within five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

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In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of CUHP shall be final and binding on the Bidder.

### 3. Evaluation Process

- a) Only Quotations received on or before the stipulated date and time for responding to the Tender will be considered for further evaluation. The evaluation process will include Evaluation of Tender response (this may include scrutiny of proposal to ensure that the OEM/Bidder meets the eligibility criteria, compliance to functional & technical requirement, presentations, demonstrations etc.). The final decision regarding selection of Vendor/Bidder will be taken by CUHP after technical as well as commercial bid preferred by the bidders.
- b) The implementation of the project will commence upon successful negotiation of a contract between CUHP and the selected OEM/Bidder. CUHP reserves the right to reject any or all proposals fully or partially. Similarly, CUHP reserves the right to include or not to include any Vendor/Bidder in the final short-list. OEM/Bidder will submit a certificate as detailed in Part I Schedule 1, on the letterhead and duly signed by Authorized signatory for accepting all the terms and conditions. This certificate will also form part of Technical Offer.

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Part- I

### Schedule 1

**Acceptance of Terms and Conditions (Letter to CUHP on OEM/Bidder's letter head)**  
(It may be ensured that Part I and schedule 1 indicated above does not appear on the letterhead)

To,

**FINANCE OFFICER, CUHP**  
BHANU KATOCH BHAWAN, CIVIL LINES  
DHARAMSHALA  
KANGRA, HIMACHAL  
PRADESH-176215

Dear Sir,

**Sub: CUHP's Notice Inviting Quotation for Supply, Installation, Testing, Commissioning of 166 Nos. Desktop Computers at CUHP's Camp Office at Dharamshala.**

With reference to the above QUOTATION, having examined and understood the instructions, terms and conditions forming part of your above inquiry, we hereby enclose our offer for supply of the equipment and services as detailed in your above referred inquiry.

We confirm that the offer is in conformity with the terms and conditions as mentioned in your above referred QUOTATION and enclosures.

We also understand that CUHP is not bound to accept the offer either in part or in full. If CUHP rejects the offer in full or in part, CUHP may do so without assigning any reasons thereof.

Yours faithfully,

Authorized Signatories

(Name & Designation, seal of the firm)

Date:

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### Part-I

#### Schedule 2

#### **(Backup Commitment from the Manufacturer for System Maintenance) (on Manufacturer 's letterhead)**

To,

FINANCE OFFICER, CUHP  
BHANU KATOCH BHAWAN, CIVIL LINES  
DHARAMSHALA  
KANGRA, HIMACHAL  
PRADESH-176215

Dear Sir,

**Sub: CUHP's Notice Inviting Quotation for Supply, Installation, Testing, Commissioning of 166 Desktop Computers at Central University of Himachal Pradesh, Kangra, HP.**

We hereby confirm that in the unlikely event of M/s.

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failing to fulfill their obligations with respect to all-inclusive maintenance service contract for products to be installed in your premises, we undertake to render these services directly (or through another reputed System Integrator) to you at the same terms and conditions as proposed by M/s. \_\_\_\_\_. This assurance will be valid for a minimum period of five years after handing over of the installation and for a further period as may be decided on the basis of a joint review after expiry of five years.

We also understand that this letter will form the part of the contract documents to be executed between M/s. \_\_\_\_\_ and Central University of Himachal Pradesh.

Yours faithfully

For

(Name & Designation)

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### Part-I

#### Schedule 3

**(Letter of Indemnity and Undertaking)**  
**(To be stamped on Rs. 100/- stamp paper)**

To,

FINANCE OFFICER, CUHP  
BHANU KATOCH BHAWAN, CIVIL LINES  
DHARAMSHALA  
KANGRA, HIMACHAL  
PRADESH-176215

Dear Sir,

**Sub: CUHP's Notice Inviting Quotation for Supply, Installation, Testing, Commissioning of 166Nos of Desktop Computers at Central University of Himachal Pradesh, Kangra, HP.**

CENTRAL UNIVERSITY OF HIMACHAL PRADESH (CUHP) CAMP OFFICE, DHARAMSHALA, invites sealed offers from established OEM/Bidders for the supply, Installation, Testing, commissioning of Desktop Computers to be delivered at various locations of Temporary Academic Blocks of Central University of Himachal Pradesh in Kangra District of Himachal Pradesh (hereinafter referred to as 'CUHP') agreed to purchase 166 Desktop Computers for the various functions as per the Schedule hereunder written and which are herein after for brevity sake referred to as 'the said systems package', subject to our furnishing declarations submit indemnity as contained hereafter.

NOW THEREFORE THIS LETTER OR INDEMNITY WITNESS THAT:

We, \_\_\_\_\_ hereby declare and certify that we are the rightful owners/licensees of the said systems offered for sale to CUHP and that the sale of the said systems to CUHP by us and the use thereof by CUHP does not infringe the property or other intellectual property or copyrights of any other person and that the same does not infringe the Copy Rights Act. 1957 or any other Act for the time being in force.

We, the said \_\_\_\_\_ hereby agree to indemnify and keep indemnified and harmless CUHP, its Officers, Servants, Agents and other authorized persons against any action that may be brought against us for infringement of the right of property or other intellectual property or copy rights in respect of said 166Nos Desktop Computers supplied by us to CUHP and will defend the same at our cost and consequences and will pay or reimburse CUHP, its officers, Servants, Agents and other authorized persons from all costs and other expenses that they may be put to or incur in that connection in accordance with the terms as provided for within the end User License Agreement that accompanies the said Desktop Computers.

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We the said \_\_\_\_\_ hereby also agree to indemnify and keep indemnified and harmless CUHP, its Officers or servants or agents and other authorized persons against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by our employees or agents, or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of us and against any and all claims by employees, workmen, contractors, sub-contractors, suppliers, agent(s), employed/engaged or otherwise working for us. In respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

In witness where of the \_\_\_\_\_ has put his hands and seal the month and year first herein abovementioned.

Yours faithfully

(Name & Designation of Authorized Official)

Signed and Delivered by

The within named \_\_\_\_\_

In the presence of

Witness\*

Witness\*

\* Should contain Signature with date, Name & Designation, Address and Contact Nos.



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### Part I Schedule 4

#### PERFORMANCE BANK GUARANTEE FORMAT (on Non-Judicial Stamp Paper of Rs.100.00)

Dear Sir,

1. WHEREAS..... (name and address of the supplier) (Here in after called "the supplier") has undertaken, in pursuance of contract No..... Dated ..... to supply (description of goods and services) (hereinafter called "the contractor").
2. AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as Performance Security for the compliance with its obligations in accordance with the contract.
3. AND WHEREAS we..... (name of the Bank) have agreed to give the supplier such a bank guarantee.
4. NOW THEREFORE we .....hereby affirm that we are guarantors and responsible to you, on behalf of the supplier and we do hereby undertake to pay to the University an amount not exceeding..... (Rupees .....)
5. (amount of the guarantee in words and figures), upon your first written demand declaring the supplier to be in default under the contract against any loss of damage caused to or suffered would be caused to or suffered by the Government by reasons of any breach of the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
6. We..... do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the University stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the University by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)'s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding..... (Rupees .....) (Amount of the guarantee in words and figures).
7. We undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

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8. We..... further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till ..... that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the.....guarantee thereafter.
9. We ..... further agree with University that the University shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance act or omission on the part of the University to the said contractor(s) or any indulgence by the University to the said Contractor(s) or by any such matter or this whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
10. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.
11. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
12. Notwithstanding anything contained herein above our liability under the guarantee is restricted to ..... and shall remain in force until..... Unless a claim or suit under this guarantee is filled with us on or before.....
13. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).
14. We ... lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the University in writing.

**Dated the .....date of.....**

.....  
**(Signature of the authorized officer of the Bank)**

**Name and designation of the officer..... Code No.....**

**Seal, Name & Address of the Bank Branch**

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### Part-I Schedule 5

#### Organizational / Financial Profile of the OEM/Bidder

<b>Name of the OEM/Bidder</b>	
<b>Registered Office Address</b>	
<b>Telephone No.</b>	
<b>Fax No.</b>	
<b>E-mail</b>	
<b>Office Address</b>	
<b>Telephone No.</b>	
<b>Fax No.</b>	
<b>E-mail</b>	
<b>Name and Designation of the person authorized to make commitment to the Bank</b>	
<b>Telephone No.</b>	
<b>E-mail</b>	
<b>Mobile phone no.</b>	
<b>Vendor's web site address, if any</b>	
<b>Type of Organisation (Whether sole Proprietorship / private limited/ Public limited company or cooperative body)</b>	
<b>Firm Registration details :</b>	
<b>Registration No. and date</b>	
<b>Place of Registration</b>	
<b>Registering Authority</b>	
<b>GST No. (Attach Copy)</b>	
<b>Income Tax No. (PAN/ TAN) (Attach Copy)</b>	

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<b>Clientele ( Kindly furnish Certificate regarding after sales and service from the mentioned companies)</b>	
<b>Details of qualified engineer at in and around Dharamshala providing service to Banks, FIs, Govt. , Universities reputed concerns etc.</b>	
<b>Nature of work handled</b>	
<b>Total no. of engineers</b>	
<b>Brands of hardware, peripherals, IT related equipments for which the vendor is OEM/authorized (Dealer/reseller certificate should be enclosed in case of Authorised</b>	
<b>Whether the OEM/Bidder is a system integrator (Details of system integration work done may be given)</b>	
<b>Name and Location of Work</b>	
<b>Value and nature of Order</b>	
<b>Whether executed satisfactory and on time</b>	
<b>Date of completion of work</b>	

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<b>Annual/ Average Turn Over</b>		
<b>Year</b>	<b>Sales Turnover (Rs. in Lakhs)</b>	<b>Net Profit (Rs. in Lakhs)</b>
2020-21		
2019-20		
2018-19		
2017-18		
2016-17		
<b>Furnish Audited Balance Sheet, P&amp;L a/c and Annual Report for the year 2020-21, 2019-20, 2018-19, 2017-18 &amp; 2016-17.</b>		
<b>Name and Address of bankers</b>		
<b>Bank a/c no - Bank name - Branch IFSC no. - Branch address - *for e-payment ( kindly attach cancelled cheque)</b>		

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### Part-I Schedule 6 Detailed Specifications

Brand \_\_\_\_\_ Model No. \_\_\_\_\_

Technical Specification of Desktop Computers		
S. No.	Feature	Specifications
1	Processor	Intel® 10th Generation Core i7-10700 with minimum clock speed of 2.9GHz and Turbo Boost upto 4.8GHz, 8 Cores, 16MB Cache or better
2	Chipset	Intel Q470 Chipset or Higher
3	Motherboard	OEM Motherboard with OEM logo embossed on the motherboard (No Sticker)
4	Memory	16 GB DDR4 RAM expandable to 128 GB; Four DIMM slots; Non-ECC dual-channel upto to 2933 MT/s DDR4 SDRAM or Higher
5	Hard Disk Drive	1TB SATA 7200 RPM 3.5" SATA + M.2 256GB PCIe NVMe SSD
6	Optical Drive	8x DVD Writer
7	Graphics	2 GB Dedicated graphics card
8	Audio	High Definition Integrated Audio with Internal Speaker
9	Ethernet	Integrated Gigabit (10/100/1000 NIC) LAN
10	Wireless	Inbuilt Wi-Fi 6 AX200/1 or higher
11	Slots	Minimum 4 PCI/PCIe slots (1x PCIe 16, 1x PCI / 1 x PCIe4, 1 x PCIe I, or more ) & 2x (M.2 PCIe)
12	Bays	Minimum 4 bays with at least ( 1 ) 3.5" Drive bays & (2) 2.5" drive bay ( 1 ) ODD bay
13	Ports	10 or more no. of USB Ports, out of which minimum 4 ports should be in front for easy access 1 Universal audio jack for headphone / Mic (1) HDMI video port; (2) DisplayPort/DVI-D Port (1) RJ-45 network connector 232 serial port (Optional) (1) RS- 1 Audio-out 1 Audio in
14	Form Factor	Tower
15	Power Supply	260W or less wattage Power Supply with 90% or higher efficiency
16	Keyboard/Mouse	USB 104 keys keyboard (Same make as PC) USB 2 button Scroll Mouse (Same make as PC)
17	Operating System	Genuine Microsoft Windows 10 Pro 64-bit OEM version(preloaded), shouldn't require activation on reinstallation. Using Opensource OS, warranty should not be void in any case.
18	Diagnostic Tool	Inbuilt Pre-Boot BIOS Diagnostics
19	Security	TPM 2.0 Security Chip SATA 0, 1 port disablement (via BIOS) Serial, USB enable/disable (via BIOS) Solenoid Lock / Hood Sensor/Intrusion Detection Support for chassis padlocks and cable lock devices Drive Lock Power On Authentication/ Boot Sectors Protection / Drive Protection System
20	Compliance & certification	Energy Star for the quotes desktop & Monitor EPEAT India registered for the quoted desktop & Monitor FCC,CE,RoHS, UL Certificate ISO 9001,14001 or more certifications , Latest TCO certification for the quoted Desktop & Monitor
21	System Weight / Volume	Weight should be no more than 10 KG and volume no more than 16 L
22	Information Accessibility	Product details, specifications and brochure to be available in public domain
23	Support	Drivers should be available for download from OEM site for at least 5 years from the date of purchase order
24	Market Credibility	The OEM vendor should be of positive net worth for the last three years
25	Monitor	21.5" IPS Panel LED with 1920 x 1080 @ 60 Hz resolution with 1 DP port , 1 VGA, 1 HDMI port or more. Monitor should be TCO 8.0 certified.
26	Warranty	The System should have comprehensive onsite warranty of at least 5 Years or more from OEM and Onsite replacement of parts /troubleshooting of the product shold not exceed 3 business days

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**Schedule 7**

**Manufacturer's Authorization  
Form (MAF)**

To,

**FINANCE OFFICER,  
CUHP**

Building of SMT BHANU  
KATOCH BHAWAN, CIVIL  
LINES DHARAMSHALA  
KANGRA, HIMACHAL PRADESH-176215

**Sub: CUHP's Notice Inviting Quotation for Supply, Installation, Testing, Commissioning of 166Nos Desktop Computers at CUHP's in Kangra District of Himachal Pradesh.**

Dear Sir,

We \_\_\_\_\_, who are established reputable manufacturers of \_\_\_\_\_ do hereby authorize M/s. \_\_\_\_\_ having offices at \_\_\_\_\_ and (Name and address of Agent/Dealer/Large Account Reseller) to offer their quotation, negotiate and conclude the contract with you against the above invitation for offer. M/s. \_\_\_\_\_ is the Original Equipment Manufacturer's authorized bidder of \_\_\_\_\_.

We here by extend our full guarantee and warranty as per terms and conditions of the offer and the contract for the equipment and services offered against this invitation for offer by the above firm.

Yours faithfully

[ \_\_\_\_\_ ]

Name and seal of the manufacturer

Note: This letter of authority should be signed by a person competent and having the power of attorney to bind the Manufacturer/OEM/Principal and it should be included by the vendor in the bid.

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**Central University of Himachal Pradesh**

**Part-II**  
**Schedule 1**

**Financial Bid**

**1. Bill of quantities /Financial**

Amount in Rupees.

<b>Purchase of Desktop Computers</b>							<b>Total inclusive of all Taxes</b>
<b>S.No</b>	<b>Product</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>	<b>GST</b>	<b>Other Taxes</b>	
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E=C*D</b>	<b>F</b>	<b>G</b>	<b>H=E+F+G</b>
<b>1</b>	<b>Desktop Computers</b>	<b>166 Nos.</b>					

**Note: -**

1. The Prices quoted should be inclusive of basic price of an item, custom duties, packing, forwarding, freight, insurance, delivery and commissioning etc. at destination site(s).
2. Central University of Himachal Pradesh is registered with DSIR, Govt. of India and is exempted from Custom / GST. Certificate to this effect will be issued by Central University of Himachal Pradesh. **Hence, Customs/ GST exempted price should be quoted (if applicable).**
3. The rates shall be firm and final. Nothing extra shall be paid on any account.
4. Installation, Commissioning, Configuration, Testing and Execution of the supplied Equipment/Software's at various locations CUHP i.e. Shahpur, Dharamshala & Dehra.



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## Central University of Himachal Pradesh

### Annexure-B

Telegraphic Address :  
"SATARKTA: New Delhi

E-Mail Address  
cenvigil@nic.in

Website  
www.cvc.nic.in

EPABX  
24651001 - 07

फैक्स/Fax : 24616286



सत्यमेव जयते

### केन्द्रीय सतर्कता आयोग CENTRAL VIGILANCE COMMISSION



सतर्कता भवन, जी.पी.ओ. कॉम्प्लेक्स,  
ब्लॉक-ए, आई.एन.ए., नई दिल्ली-110023  
Satarkta Bhawan, G.P.O. Complex,  
Block A, INA, New Delhi 110023

सं./No.....12-02-6-CTE/SPI(I)-2/161730

दिनांक / Dated.....13.01.2012.....

#### Circular No. 03/01/12

**Sub: Consideration of Indian Agents.**

**Ref: Commission's Circular Nos. 12-02-6-CTE/SPI(I)-2 dated 7.01.2003 and 21.04.2004**

\*\*\*\*\*

The Commission has been stressing on the need for observing transparency and determination of prices in a fair market competition while dealing with the tenders relating to procurement. The above OMs were issued to reduce the possibility of collusion and cartelization among the bidders so that competitive fair market price of the items of procurement can be determined.

2. A number of references have been received in the Commission citing certain specific situations and difficulties being faced in dealing with tenders. Therefore, the matter has been again examined by the Commission.
3. In supersession to the earlier OMs dated 7.01.2003 and 21.04.2004, Commission has decided that in all cases of procurement, the following guidelines may be followed:
  - a) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
  - b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
4. The tender conditions may be carefully prepared keeping in view the above guidelines.
5. The receipt of these guidelines may please be acknowledged and circulated amongst the concerned officials for their information and guidance.

(J. Vinod Kumar)  
Officer on Special Duty

To: All CVOs of Ministries / Departments / PSUs / Banks / Insurance Companies / Autonomous Organizations / Societies / UTs.

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### Annexure-C

No.007/CRD/008  
Government of India  
Central Vigilance Commission

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Satarkta Bhawan, Block 'A',  
GPO Complex, INA,  
New Delhi- 110 023  
Dated the 15<sup>th</sup> February 2008

### Circular No. 07/02/08

**Subject: – Measures to curb the menace of counterfeit and refurbished IT products - regarding.**

With the increasing use of IT to leverage technology, a large number of Government organizations are either upgrading or in the process of procurement of new computer hardware and software. It is often difficult to know the difference between PC made of “**Genuine Parts**” and that made of “**Counterfeit Parts**”. It may also be the case often that while various organisations order and pay for brand new equipment, they end up getting an inferior PC with counterfeit and second hand/refurbished parts disguised as new in new/ original cabinets to various customers designated as consignees by the ordering agencies at the headquarters of these organizations who are ignorant or have little or no technical knowledge in the matter.

In effect, this amounts to the organisation not getting what they actually ordered and paid for. The supplies of such PC in the long run would defeat the very purpose of going for a new system. COUNTERFEITING is designed to cheat naive consumers/ organizations.

This current circular is intended to help/ inform and enable due diligence as well as curbing the menace of counterfeit and refurbished IT products disguised as new.

As a first step, there is a need for all buyers in the Government Departments/ PSU to insist on a signed undertaking (sample format enclosed) from some authority not lower than the Company Secretary of the system OEM that would certify that all the components/parts/assembly/software used in the Desktops and Servers like Hard disk, Monitors, Memory etc were original/new components/parts/assembly/software, and that no refurbished/duplicate/ second hand components /parts / assembly / software were being used or would be used, so that the buying organizations were not cheated and get the original equipments as ordered by them. Also one could ask for ‘Factory Sealed Boxes’ with System OEM seal to ensure that the contents have not been changed en route.

Following advisory checkpoints it is hoped shall help identify the fraudulent practices that have come to notice and help guard against spurious and refurbished/duplicate/ second hand components/parts/ assembly / software being received by purchasers and consignees who receive such goods and may not have much technical knowledge.

1. **CPU.** Buyers are cautioned against buying IT Hardware with remarked CPUs that are freely / readily available in the market today. Entry Level processors get

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**Remarkd / Over clocked** and sold as high end processors. These CPUs, come disguised as higher clock speed processors (e.g. a Celeron CPU can be remarked as a P4 CPU) while their real clock speed may be lower. Since Operating System is loaded from CD bundled with Motherboard, the CD contains image of configured OS. Hence information as seen in **'My Computer' – 'System Properties'** shall give deceptive information. In other words, a Celeron CPU remarked as a P4 CPU, shall be seen as a P4 CPU only.

Buyers should therefore, use various tool / utilities like the **'CPU-Z'** Utility or the **'sSpecNo.'** for ascertaining the real parameters of the CPU. Utility like CPU-Z (approx. 1.3 MB size) are available free on the web.

2. **Hard Disk** IT Hardware with refurbished Hard Disks that are actually 2<sup>nd</sup> hand / repaired hard disks are readily available at low cost. In hard disk drives, the factory repaired hard disk drives, which are mainly used in the warranty replacements are substituted in the new machines. Same is the case observed with floppy drive and Optical disk drives many times.

Most of the competent hard disk makers use a sticker on such hard disks sold by them that clearly distinguishes such hard disks from the fresh ones. For example, manufacturer **'Seagate'** marks **Green Border** and label of **"Certified Repaired HDD"** to distinguish such disk drives from **New Genuine HDD**. There is **No border** or **Refurbished** label on genuine new HDD.

In addition to this, buyers may also use **HDTUNE\_210** Utility. This utility shall return Hard Disk Manufacturers' Serial no. and Date of manufacturing of the Hard Disk. These parameters can be used to cross-verify with the hard disk vendor. Various Hard Disk vendors also put a date code on the hard disk. A mismatch between this date and the one returned by HDTUNE\_210 Utility can also be viewed as tampering with the actual information of the hard disk.

3. **Monitors.** IT Hardware with refurbished Monitors that are actually 2<sup>nd</sup> hand / repaired monitors are given a "new look" by changing the body, with internal components remaining "old / repaired". These CRT monitors are usually discarded from developed countries like US and Europe. There are also B Grade (New but Low Quality) CRT Monitors used in place of new monitors. Many times these can be distinguished by opening the cabinet body and noticing that the label on the tube does not carry various certifications and there are scratch marks on the tube. While 'Genuine' Picture Tubes have all mandatory Certifications, 'Counterfeit' Picture Tubes would not have these certifications. Certification gives an assurance of Reliability.

Further many such cathode ray tubes (Picture Tubes) are found to need extra magnets to achieve focusing and earthing also is missing. Genuine Monitors rely on 'Yoke Coil' alone to focus electronic beam. Counterfeit Monitors typically require Numerous Magnetic Strips in addition to Yoke Coil to focus electronic beam. Further, **'Earthing'** and **'Shielding'** provide **ESD** (Electro Static Discharge) protection. **Genuine Picture Tubes** have proper **"Earthing and Shielding"**. Earthing and Shielding is compromised in counterfeit Picture Tubes to reduce cost.

In 'B' Grade LCD Monitors, panels used are B grade in which the number of spots may be higher, response time & brightness of lower specs than what is stated.

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Above monitors are all available at low cost.

The "**Signed Undertaking**" as suggested shall serve as a deterrent and as a safeguard to ensure that bidders are not fleecing them by supplying such monitors.

4. **Operating System.** Purchasers should check the IT Hardware supplied (randomly selected IT Hardware) for Certificate of Authenticity (COA) pasted on the PC for product serial number and OEM's / Supplier's name to be printed on it.

In Operating systems, pirated OS software with fake Certificates of Authenticity are used by some suppliers to cut costs. They look as good as the real ones. In PCs, counterfeiters buy legitimate software and copy the box design and packaging. Using sophisticated and expensive copiers, many copies of illegal CDs are created in a day. Purchasers should guard against buying IT Hardware with pirated copies of Operating Systems. Such Operating Systems, though, available at low prices, do not have the updated patches and security features that help safeguarding the PC and also improve its lifespan. Purchasers, therefore, may use the standard testing procedures (randomly on randomly selected IT Hardware) available on the following URL for ascertaining the in authenticity of the operating system installed on their PC :

<http://www.microsoft.com/resources/howtotell/ww/windows/default.mspx> .

Microsoft provides an inbuilt tool to diagnose the "Genuineness of its Operating System". One could go to 'My Documents', and 'Help', from where one shall get step by step instructions to find out whether the windows installed is genuine.

<http://www.microsoft.com/resources/howtotell/ww/windows/default.mspx>

5. **Mechanical Keyboards:** Fake mechanical keyboards that are partially mechanical, with only the key plunger being that of a real mechanical keyboard and rest of the keyboard features remaining the same as those of membrane keyboard are being passed on as true mechanical keyboards. While these keyboards are available at low prices, they do not offer the robustness and long key-stroke life expected of a real mechanical keyboard. Real Mechanical Keyboards are expected to have Keystroke life of 50 Million as against 10 million for Membrane and Semi-Mechanical Keyboards. In case of bulk orders, it is recommended to physically examine a few keyboards for their construct to ascertain the genuineness of their being real mechanical keyboards.

6. **Low Quality Memory Module** – Memory chips are remarked or downgraded wafers are plastic packed under unknown brands or remarked with names of well-known brands. Such memory modules have lower performance levels. It is better to go in for proven reputed brands such as Kingston, Transcend, Corsair, Samsung and Hynix to name a few available in the market.

7. **Fraudulently Marked SMPS** – In power supplies, wrong marking of the wattage is done. The power supplies do not carry all required certifications. While 'Genuine' Power supplies carry all mandatory certifications, in counterfeit Power supplies these certifications shall be found missing. Further Short circuit & over voltage protection circuitry could be missing in counterfeit Power Supply to reduce cost.

8. **Counterfeited Consumables** – Counterfeited consumables such as printer cartridges etc are used which are refilled with ink of poor quality leading to poor

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performance and clogging, smudging in printers etc. It is advisable to buy such consumables from OEM authorized suppliers or distributors to ensure quality and longevity of the printer equipment.

*V. Ramachandran*

**(V. Ramachandran)  
Chief Technical Examiner  
Central Vigilance Commission**

All Chief Vigilance Officers in the Ministries/Departments/PSEs/ Public Sector Banks/Insurance Companies/ Autonomous Organisations/Societies

Annexure: Model Undertaking of Authenticity form

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### **Sub: Undertaking of Authenticity for Desktops and Server Supplies**

**Sub:** Supply of IT Hardware/Software -- Desktops and Servers  
**Ref :** 1. Your Purchase Order No. -----dated-----,  
2. Our invoice no/Quotation no. -----dated-----.

With reference to the Desktops and Servers being supplied /quoted to you vide our invoice no/quotation no/order no. Cited above,----

We hereby undertake that all the components/parts/assembly/software used in the Desktops and Servers under the above like Hard disk, Monitors, Memory etc shall be original new components/parts/ assembly /software only, from respective OEMs of the products and that no refurbished/duplicate/ second hand components/parts/ assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorised license certificate (eg Product Keys on Certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (eg Authorised Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the IT Hardware/Software already billed, we agree to take back the Desktops and Servers without demur, if already supplied and return the money if any paid to us by you in this regard.

We (*system OEM name*) also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre/ Reseller/SI etc.

Authorised Signatory

Name:

Designation

Place

Date

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### CHECK LIST

Sr. No.	Description	Comply (Yes/No)	Enclosure (Yes /No)	Page No.
1.	OEM/Bidder			
2.	Digitally Signed/Ink Signed OEM Authorization <b>(Attach Document)</b>			
3.	Suppliers should be registered in India <b>(Attach Proof)</b>			
4.	3 (three) years of experience in the field of supply of computer hardware, peripherals and IT related equipments <b>(Attach work Orders/Authorization/ CRAC/Contract Agreement of the order from the Consignee in support as proofs)</b>			
5.	Among top 03 IDC quarters out of last 4 quarters in commercial PC (Desktop + Notebook) segment in India. Relevant documents to be attached.			
6.	<b>A. Profit making entity for the past 5 years and Average turnover of the bidder during three years out of the last five years should not be less than Rs. 3.00 crore. Half of the required turnover i.e. Rs. 1.5 crore should be from the sale of Desktop/Laptop/ All in One Desktop PC/IT related equipments. (Attach Copy of Audited Balance Sheets Last Five Years and Relevant Proof of sale)</b> <b>B. Average turnover of the OEM should be more than the 1000 crore in case of OEM directly participate in the tender. (Attach Copy of Balance Sheets Last Five Years)</b>			
7.	Bidder should be ISO 9000/9001 certified company for supply, Installation, Testing & Commissioning & AMC Services. <b>(Attach Proof)</b>			
8.	Covering letter for Acceptance of Terms and conditions given in Part-1 Schedule 1 of the Tender. <b>(Attach Duly Stamped and Signed)</b>			
9.	Backup Commitment from the Manufacturer given in Part-1 Schedule 2 of the Tender. <b>(Attach Duly Stamped and Signed)</b>			
10.	Letter of Indemnity and Undertaking given in Part -1 Schedule 3 of the Tender <b>(Attach Duly Stamped and Signed)</b>			
11.	Manufacturer's Authorization Form (MAF) given in the Schedule 7 <b>(Attach Duly Stamped and Signed)</b>			
12.	The OEM/bidder should submit the valid Trade License Certificate mentioning the Supply of IT related equipments alongwith the Technical Offer (if any) <b>(Attach Relevant Proof)</b>			
13.	Income Tax Returns <b>(Last Five Years)</b>			

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14.	The OEM/Bidder will make the arrangement of spare parts for the Hardware and accessories available for a minimum period of five years (warranty period) from the time of acceptance of the system. OEM/Bidder has to ensure servicing of the supplied equipment/system within in 3 business days. In case repair is not carried out within 3 business days the OEM/Bidder has to give substitution with peripherals/components of equivalent or higher capacity. A written confirmation from the Hardware <u>OEM/Bidder</u> regarding the same should be attached. <b>(Attach relevant document on letterhead).</b>			
15.	The Bidder/OEM should have support office and authorized service centre(s) in India.			
16.	EMD/Processing Fee (The firm registered with <b>NSIC and / or MSME</b> as manufacturer for <b>supply of IT related equipments</b> for which the party is submitting quotation will be exempted from submission of EMD <b>(Attach valid proof of Registration Certificates).</b>			
17.	Complete specifications of all the products and services recommended in the proposal inclusive of make/manufacturer			
18.	Organization Profile			
19.	Certificate of Blacklisted/Debarred an affidavit should duly notarized			
20.	Financial Bid given in Part-II Schedule 1 <b>(Separate Sealed Cover/Envelop)</b>			
21.	Annexure-B <b>(Duly Stamped &amp; Signed)</b>			
22.	Annexure-C <b>(Duly Stamped &amp; Signed)</b>			

**Signature of the Bidder**