



CENTRAL UNIVERSITY OF HIMACHAL PRADESH , DHARAMSHALA, KANGRA, HIMACHAL
PRADESH 176215

TENDER DOCUMENT

FOR

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

TENDER NO. 1-19/CUHP/GeM/03



Central University of Himachal Pradesh

[Established Under Central Universities Act 2009]

Dharamshala, District Kangra, (H.P)

Email:cuhpso@hpcu.ac.in



CENTRAL UNIVERSITY OF HIMACHAL PRADESH , DHARAMSHALA, KANGRA, HIMACHAL PRADESH 176215

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 ; www.hpcu.ac.in)

or Central public procurement portal

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



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Tender Document for Supply, Installation, Testing, Commissioning of Desktop(166 Nos) Computers.

Proposal

S. No	Information	Details
01	Tender Number and Date	1-19/CUHP/GeM/03
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 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 1500/-
04	Last date for submission of written queries for clarifications to the email id: cuhpso@hpcu.ac.in	18/10/2020 (17.00 PM)
05	Last date for release of clarifications by CUHP on website: www.cuhimachal.ac.in; www.hpcu.ac.in	19/10/2020 (17.00 PM)
06	Last date for submission of Tender	22/10/2020 (11.00 AM)
07	Address at which Tender to be submitted	CENTRAL PURCHASE OFFICER (CPO), CENTRAL UNIVERSITY OF HIMACHAL PRADESH, TAB-II, DHARAMSHALA KANGRA, HIMACHAL PRADESH-176215
08	Date and Time for opening of Technical Bid	22/10/2020 (01.00 PM)
09	Delivery Time Period/ Schedule	4-6 weeks from the date of issue of Purchase order or as mentioned in purchase order. Non- availability of the stock should be informed in writing immediately. No part-supply will be allowed.



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 authorised bidders at CUHP. Only OEM’s/OEM authorised bidder’s should participate in tender. 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 (three) years of experience in the field of supply of computer hardware, peripherals and IT related equipments.
- 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 bidder’s should have support office in India and should have authorized service centre. The replacement of parts /servicing(if required) should be performed onsite within 3 business days. The suppliers should have sufficient experience and proper infrastructure to provide requisite after sales service and support in the State of Himachal Pradesh. The purchased items are to be provided at CUHP . On-site service should be provided during warranty period.
- In case repair of a particular equipment/ system takes more than 3 working days, the suppliers should be able to provide an alternative arrangement to ensure that there is no interruption in official functioning of CUHP ,Dharamshala.
- The supplier’s clientele should include banks, Financial Institutions, Government undertakings and Universities during last three years and shall furnish the



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relevant documents along with the final price paid and Performance certificate from them.

- The bidder should be a profit making entity for the past 3 (three) years and Average Turnover of the Bidder during the last 3 years should not be less than 3 Crores in last three Financial years.
- 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.

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

**CENTRAL PURCHASE OFFICER (CPO),
CENTRAL UNIVERSITY OF HIMACHAL PRADESH TAB-II,
DHARAMSHALA, KANGRA, HIMACHAL PRADESH-176215.**

may be submitted in office not later than 11:00 AM hours on 22/10/2020. Each page of the quotation document must be signed with proper seal of OEM/Bidder.

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

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 & MSME as manufacturer for the supply of the same category of item for which the party is submitting quotation will be exempted from submission of EMD. Intended parties will have to give proof of registration along with their quotation. Self-attested scanned copy



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of valid Registration certificate must be uploaded with the technical bid. Any technical bid is 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.
- Covering letter for Acceptance of Terms and conditions given in *Part I - Schedule 1 of the Tender*.
 - Backup Commitment from the Manufacturer for System Maintenance given in *Part I - Schedule 2 of the Tender*.
 - Letter of Indemnity and Undertaking given in *Part I - Schedule 3 of the Tender*.
 - Performance Bank Guarantee *Schedule 4*
 - Organizational / Financial Profile as per Performa given in *Part I - Schedule 5 of the Tender*.
 - Detailed Specifications of the Hardware given in *Part I - Schedule 6 of the Tender*.
 - Manufacturer's Authorization Form (MAF) as per Performa given in *Part I - schedule 7 of the Tender*.
 - An Undertaking by the Authorized Signatory of the OEM/Bidder, on the letter head of the OEM/Bidder stating that the OEM/Bidder has not been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice.
 - Statement showing implementation experience details.
 - It should be specifically noted that the content of technical offer must not reveal commercials.

3. **Envelope no. 2 (Financial bid)** should contain



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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.

Prices in Indian Rupee only with detailed breakup of prices as per Schedule 1 of Part II in figures.

The Commercial offer should not contradict the technical offer in any manner.

- 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.

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.

S. No.	Information	Details
01	Tender Number and Date	1-19/CUHP/GeM/03
02	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 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 1500/-(Rupees One Thousand Five Hundred Only)
04	Last date for submission of written queries for clarifications to the email id: cuhpso@hpcu.ac.in	18/10/2020 (17.00 PM)
05	Last date for release of clarifications by CUHP on website: www.cuhimachal.ac.in; www.hpcu.ac.in	19/10/2020 (17.00 PM)
06	Last date for submission of Tender	22/10/2020 (11.00 AM)
07	Address at which tender to be submitted	CENTRAL PURCHASE OFFICER (CPO), CENTRAL UNIVERSITY OF HIMACHAL PRADESH, TAB-II, DHARAMSHALA KANGRA, HIMACHAL PRADESH-176215



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08	Date and time for opening of Technical Bid	22/10/2020 (1.00 PM)
09	Delivery Time Period/ Schedule	4-6 weeks from the date of issue of Purchase order or as mentioned in purchase order. Non- availability of the stock should be informed in writing immediately. No part-supply will be allowed.

2. Terms and Conditions

Scope of work:

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

Supply:

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

Installation:

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

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.

Conditions of the Tender:

Specific authorization from the Original Manufacturer of the Hardware and Software (wherever applicable) would be required for this tender.

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.

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.



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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.

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.

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.

Any additional/different terms & conditions proposed by the bidder shall be treated as rejected unless expressly assented in writing by CUHP.

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.

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.

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.

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.

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.

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.

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.

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.



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The successful bidder / OEM shall provide Machine Installation Reports and Supply Completion Report after completion of work.

The Rates

Eligibility Criterion:

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

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.

The bidder should be direct channel partner of the OEM and should be the one-point contact for the entire project.

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.

The OEM / bidder should submit the valid Trade License Certificate along with the Technical Offer (if any).

The OEM / bidder should have a dedicated comprehensive support service centre at in and around Dharamshala.

The OEM / bidder should produce document in support of having experience in System Integration or similar kind of work.

The OEM / bidder shall submit legal documents pertaining to the status of the organization including Memorandum and Articles of Association.

The OEM/Bidder should not have been blacklisted by any Central/State Government Organization or PSU for any corrupt and fraudulent practice. An Undertaking by the Authorized Signatory on the letter head of the OEM/Bidder should be submitted as a part of Technical Offer.

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.

The bidder should be a profit making entity for the past 3 (three) years and its average turnover during the last 3 years should not be less than 3 Crores in last three Financial years and Average turnover of the OEM should be more than 1000 Crore. Supporting documents in this regard should be provided as a part of Technical offer including copy of audited balance sheets should be attached..



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The OEM/Bidder should have the installation/implementation experience as detailed under Para 2.3 of this document.

Installation / Implementation Experience:

The bidder / OEM who have satisfactorily completed the similar nature works as mentioned below during the last three years ending previous day of last date of submission of bids; Relevant documents to be attached.

1. Three similar works each costing not less than the 35% of tender cost.
OR
2. Two similar works each costing not less than 45% of Tender cost.
OR
3. One similar completed work of cost not less than 60% of tender cost .

Similar nature works means works of (Desktop Computers / Laptops / All in One Desktop PC/ IT related equipments)

Photocopies 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.

The firm shall provide all relevant registration and provide Income Tax Return for last 05 years. Relevant documents to be attached.

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.

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

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.

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.

Signatory:



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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.

Opening of Quotation

A. BID OPENING, CLARIFICATIONS AND EVALUATION

1. OPENING OF BIDS

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.

4. 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 Universities 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.

Bid Price

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

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.

Performance



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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.



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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 regarding the same should be attached.

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

- (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 fulfil 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).

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



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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.

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.



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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.

The Octroi /Entry tax, if applicable, will be reimbursed by CUHP as per actuals on production of original payment receipt.

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.

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.

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.

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 and successful Inspection of Same by the Inspection committee constituted by CUHP issued by the competent authority of CUHP.

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.



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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.

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.

Agreement

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

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.

Settlement of disputes by Arbitration

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.

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



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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.

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.

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-

- Delay in delivery of the ordered equipment, etc., beyond 6 weeks from the date of acceptance/receipt of the work order (except with written permission from CUHP).
- Delay in installation and commissioning of the system beyond three weeks from the date of acceptance/receipt of the work order (except with written permission from CUHP).
- 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.

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.

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.

Force Majeure



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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 thereof 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.

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 endeavour to find a solution to the problem.

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

Evaluation Process

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.

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 letterhead)

(It may be ensured that Part I and schedule 1 indicated above does not appear on the letterhead)

To,

CENTRAL PURCHASE OFFICER (CPO),
CENTRAL UNIVERSITY OF HIMACHAL PRADESH,
TAB-II, 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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PRADESH 176215**

Part- I

Schedule 2

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

To,

CENTRAL PURCHASE OFFICER (CPO),
CENTRAL UNIVERSITY OF HIMACHAL PRADESH,
TAB-II, 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._

_____ 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 05 year 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 05 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,

CENTRAL PURCHASE OFFICER (CPO),
CENTRAL UNIVERSITY OF HIMACHAL PRADESH,
TAB-II, DHARAMSHALA
KANGRA, HIMACHAL PRADESH-176215

Dear Sir

Sub: CUHP's Notice Inviting Quotation for Supply, Installation, Testing, Commissioning of 166 Nos 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 hereinafter 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/licenseses 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 copy rights 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 166 Nos 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 whereof the _____ has put his hands and seal the month and year first herein above mentioned.

Yours faithfully

(Name and 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) (hereinafter 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 filed 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.....



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Seal, Name & Address of the Bank Branch



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Part-I Schedule 5

Organizational / Financial Profile of the OEM/Bidder

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



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Clientele (Kindly furnish Certificate regarding after sales and service from the mentioned companies)		
Details of qualified engineer at in and around Dharamshala providing service to Banks, FIs, Govt. , Universities reputed concerns etc.		
Nature of work handled		
Total no. of engineers		
Brands of hardware, peripherals, IT related equipments for which the vendor is OEM/authorised (Dealer/reseller certificate should be enclosed in case of Authorised dealer/reseller)		
Whether the OEM/Bidder is a system integrator (Details of system integration work done may be given)		
Name and Location of Work		
Value and nature of Order		
Whether executed satisfactory and on time		
Date of completion of work		
Annual/ Average Turn Over		
Year	Sales Turnover (Rs In Lakh)	Net Profit (Rs In Lakh)
2019-20(OPTIONAL)		
2018-19		
2017-18		
2016-17		
Furnish Audited Balance Sheet, P&L a/c and Annual Report for the year 2018-19,2017-18 &2016-17.		
Name and Address of bankers		



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<p>Bank a/c no - Bank name - Branch IFSC no. - Branch address - *for e-payment (kindly attach cancelled cheque)</p>	
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CENTRAL UNIVERSITY OF HIMACHAL PRADESH , DHARAMSHALA, KANGRA, HIMACHAL PRADESH 176215

**Part I
SCHEDULE 6
Detailed Specifications**

Brand _____ Model No.: _____

Configuration of Desktop Computer (with Preloaded Windows O.S)

S. No.	Feature	Specifications
1	Processor	Intel® 9th Generation Core i7-9700 with minimum clock speed of 3.0 GHz base frequency Up to 4.7 GHz max. turbo frequency with Intel® Turbo Boost Technology, 12 MB cache, 8 cores, or better or 10th Generation with better configuration
2	Chipset	Intel Q370 chipset or 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 2666 MT/s DDR4 SDRAM or Higher
5	Hard Disk Drive	1TB SATA 7200 RPM 3.5" SATA + M.2 256GB PCIe NVMe Class 40 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/I000 NIC) LAN
10	Wireless	Inbuilt 802.11ac 2x2 with Bluetooth® or Wi-Fi 6 AX200/1 or higher
11	Slots	Minimum 4 PCI/PCIe slots (1x PCIe 16, 1x PCIe x4, 1x 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 (1x USB Type-C 3.1 Gen 2, 5 x 3.1 Gen 1 and 4 x 2.0) 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 RS-232 serial port (Optional) 1 Audio-out 1 Audio in (1)
14	Form Factor	Tower
15	Power Supply	360 W or higher active PFC Power Supply with 90% efficiency or better
16	Keyboard/Mouse	USB 104 keys keyboard (Same make as PC) USB 2 button Scroll Mouse (Same make as PC)



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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, I 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 900I,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(2016-17 Onwards) &2019-20 Optional due to extension of Financial Year.
25	Monitor	21.5" IPS Panel LED with 1920 x 1080 @ 60 Hz resolution with DVI-D/VGA/HDMI/DP ports. 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,

CENTRAL PURCHASE OFFICER (CPO),
CENTRAL UNIVERSITY OF HIMACHAL PRADESH,
TAB-II, 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 in Kangra District of Himachal Pradesh.

We _____, who are established and 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 Authorised bidder of _____.

We hereby 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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Part-II

**Schedule 1
Financial Bid**

1. Bill of quantities/Financial

Amount in Rupees.

Purchase of Desktop Computers							Net Amount
S.No	Product	Quantity	Unit Price	Total	GST and other Taxes	Total inclusive of all Taxes	
A	B	C	D	E=C*D	F	G=E+F	G
1	Desktop Computers	166 Nos					