

Tender No. CSJMU/PP/19/2015 Dt. 02 /09 / 2015

Cost Rs. 500.00

**TENDER DOCUMENT
FOR PURCHASE OF COMPUTER HARDWARE**

[Desktop PCs/Monitors/Scanner & Printer]

Chatrapati Sahu ji Maharaj Univertiy, Kalyanpur Kanpur-208024

Website: www.kanpuruniversity.org

The information provided by the bidders in response to this Tender Document will become the property of CSJM University and will not be returned, University reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them. This document is prepared by University for purchase of Computer hardware.. It should not be reused or copied or used either partially or fully in any form.

Section - 1

Invitation for Bids [IFB]

1. CSJM University is created as per UP State Universities Act. Its office is situated at Kalyanpur, Kanpur-208024, UP.
2. In order to meet the hardware requirement at its office, the University invites sealed bids from eligible bidders for the supply, installation and commissioning of computer hardware (Desktop PCs/Monitors/Scanner/Printer) along with operating system and other peripherals to its office at Kanpur against Buyback of existing Desktop PCs in as is where is condition. The number of old PCs available under buyback is given in Annexure VI.
3. Tender methodology proposed to be adopted by the University will be "TWO Bid system" i.e. Technical Bid and Commercial Bid with Technical bid containing pre-qualification also. The University would enter into contract with the bidder who qualify pre-qualification, technical bid and whose commercial bid is found to be Lowest Commercial Bid [L-1].
4. Minimum Eligibility Criteria /Pre-qualification criteria

The Bidder:

- A. Should be Original Equipment Manufacturers (OEM) / Authorized Dealer (AUD)/Distributor of OEM.
Bidders quoting as Authorized Distributors/dealers of the manufacturer will be considered provided:
 1. The Bidder furnishes Authorization from the Manufacturer of Computer Hardware [desktop PCs], **The first and last page of the contract of the partner with Oem to be furnished.**
 2. The Bidder as authorized agent, has supplied installed and commissioned computer hardware and peripherals of the kind required by the University and has provided after sales service satisfactory and such computer hardware and peripherals must be in satisfactory operation for at least 2 years on the date of Bid Opening and must be providing annual maintenance services for the above Installations,
- B. Should be a Registered Company. With registered PAN/CST/VAT/SERVICE TAX NUMBERS. Furnish a copy of the same.
- C. Should be in existence in core Computer hardware sales and services business for the last five (5) years.
- D. Should have minimum average turnover or Rs.5 Core per annum out of Indian Operations from the sale of computer-hardware During the last three (3) years ending March 2015. In case of Bidder net himself the manufacturer, the turnover should be of its own and not that of the principal.
- E. Should be a profit making company for at least 2 years out of last 3 years as evidenced from the CA Certificate / Balance sheets.
- F. Should have direct support centers at Kanpur. In case of support through service partners details of customers supports by the service partners to be attached.
- G. List of at least 3 govt. bodies/PSU Proof of orders with NGO/Multinationals/govt/psu/with similar kind of deals to be attached with services across pan india locations. Copies of such contracts minus commercial bids to be enclosed with the tender.

5. Schedule of Events

S.No.	Bid Reference	CSJMU/PP/ 19 /2015 Dt. 02 /09 /2015
1.	Purpose	Purchase of 103 Desktop Computers
2.	Cost of Tender	Rs. 500.00 (To Submitted as Demand Draft in favour Finance Officer CSJM University at Kanpur. OR Purchase by cash at University Cash counter.
3.	No. of Envelopes (Non window, Sealed) to be submitted.	02 (Two), containing : 1. Forwarding letter as per Annexure VII, Pre Qualification and Technical Bids as per Annexure II, Manufactures Authorization Form as per Annexure III, Bid form as per Annexure IV & Service Support Details as per Annexure V 2. Commercial Bid
4.	Last Date of Submission of bids.	Sept 23 , 2015
5.	Venue, Date and Time of opening of Technical Bids.	University Office of Dupty Registrar, Account 23 /09 / 2015 at 3.30 PM.
6.	Address for Submission of Bids.	CSJM University Central Store II nd Floor, Kalyanpur, Kanpur.
7.	Date and Time of opening of commercial Bids.	Will be intimated in due course to technically short listed vendors only.

Section -2

Instruction for Bidders

Introduction

The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents may result in the rejection of its bid and will be at the bidders own risk.

2. Pre-bid meeting/Clarification of Bids

2.1 The bidder or its official representative (not more than two members from a given bidder) are invited to attend pre-bid meeting to be held on date and time at the venue mentioned in section I (Schedule of events). It is the responsibility of the Bidders representative (only one person per vendor) to be present at the venue of opening of Bids..

2.2 Clarification sought by bidder should be in writing (Letter/E-mail/FAX etc) and submitted latest by date and time mentioned in Section I (Schedule of events).

2.3 The text of the questions raised (without identifying the source of enquiry) and the response given the University, together with amendment(s) to the bidding document, if any, will be intimated to the bidders within the date and time mentioned in Section I (Schedule of events).

2.4 In case of any clarification required by University to assist in the examination, evaluation and comparison of bids, University may, at its discretion, ask the Bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.

2.5 Technical Bid

Bidder to submit point by point compliance to the technical compliance and it should be included in the Bid

- Any deviations from the specifications should be Clearly brought out in the bid

Bidder to quote for entire package on a single responsibility basis for the goods and services it proposes to supply under the contract

3. Amendment to the bidding document

3.1 At any time prior to the deadline for submission of Bids, the University, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.

3.2 All prospective Bidders that have received the bidding Document from the University will be notified of the amendment in writing by fax or Email and the said amendments will be binding on them.

3.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their fields, the University, at its discretion, may extend the deadline for the submission of Bids.

4 Cost of Bidding
The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and the University will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

5 . Documents constituting the Bid

The Bidding document includes the following :

Invitation to Bid	Section I
Instruction for Bidding	Section II
General Terms and Conditions	Section III
Special Terms and Conditions	Section IV
Technical Specifications for Computer Hardware	Annexure I
Pre-qualification/Technical Bid	Annexure II
Manufacture Authorisation Form [MAF]	Annexure III
Bid Form	Annexure IV
Service Support Details	Annexure V
Requirement/Delivery/Buyback Details	Annexure VI
Forwarding Letter	Annexure VII
Proforma of Indemnity	Annexure VIII
Acceptance Criteria	Annexure IX
Undertaking of Authenticity for Desktops	Annexure X
Commercial Bid	Annexure XI

6. Period of Validity of Bids

120 days from the last date of submission of tender document and shall be binding on the bidder, If ,University chooses to place the purchase order (PO) or repeat order(s), on or before that date. The University, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

7. Format and signing of Bid

7.1 The Bidder shall prepare and submit the original bid, clearly making “ORIGINAL BID FOR SUPPLY OF COMPUTER HARDWARE” on the top of the cover. Technical and Commercial Bids should placed in two separate envelopes superscribed Technical and Commercial Bids respectively.

7.2 The Original bid shall be type or written in indelible ink and shall be signed by the Bidder or a person(s) duly authorized to bind the Bidder to the contract. The

person(s) signing the bids shall initial all the pages of the bids , except for un amended printed literature.

7.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the bids,

8. Sealing and Marking Of Bids

8.1 The bidder shall submit a sealed non-window envelope containing

- Pre-qualification/minimum eligibility criteria Technical bid and payment for Rs. 500/-

towards application amount in sealed non-window envelope.

- Commercial bid in sealed non-window envelope,

8.2 The Bidder shall seal the envelope containing Pre-qualification/Minimum Eligibility Criteria and Technical bid in NON-WINDOW. The envelope should be superscribed with "ORIGINAL BID FOR SUPPLY OF COMPUTER HARDWARE – TECHNICAL PROPOSAL".

8.3 The Bidder shall seal the envelopes containing Commercial Bid in NON-WINDOW. The envelope should be superscribed with "ORIGINAL BID FOR SUPPLY OF COMPUTER HARDWARE - COMMERCIAL PROPOSAL".

8.4 The envelopes shall be addressed to the University at the address given below :

The Registrar

CSJM University

Kalyanpur, Kanpur-208024.

U.P.

8.5 If the envelop is not sealed and marked, the University will assume no responsibility for the Bid's misplacement or its premature opening.

9. Last date for submission of Bids

Last date for bid submission is mentioned in Section I (Schedule of events).

9.1 In the event of the specified date for the submission of bid's, being declared a holiday for the University, the bids will be received upto the appointed time on the next working day.

9.2 The University may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the University and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

9.3 Any bid received by the University after the deadline for submission of bids prescribed by the University will be rejected and returned unopened to the bidder.

9.4 Modification And / Or Withdrawal of Bids:

Bids once submitted will be treated, as final and no further correspondence will be entertained. No bid shall be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful.

bidder. The University has the right to reject any or all tenders received without assigning any reason whatsoever. The University shall not be responsible for non-receipt/non-delivery of the bid documents due to any reason whatsoever..

10. Documents Establishing Bidder's Eligibility and Qualification

10.1 The Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract.

10.2 The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted shall be established to the University's satisfaction:

10.3 That the Bidder has the Financial, Technical and Production/
Distribution/Service capability necessary to perform the contract:

10.4 That the Bidder meets the qualification criteria as required under Minimum Eligibility Criteria and

10.5 That adequate, specialized hardware, related software experts are already/available to ensure that the support services are responsive and the Bidder will assume total responsibility for the fault free operation of hardware, software and maintenance during the mandatory 3 year warranty period and provide necessary maintenance services for further period, if desired by the University after the end of warranty period.

11. The University's Right to accept any Bid and to reject any or all Bids

11.1 The University may at its discretion evaluate the vendors for supply of items detailed above based on the qualitative aspects broadly in respect of one or more of the following parameters:

> Financial strength and market reputation

> Annual Turnover for last 3 consecutive years

> Profitability for last 2 years

> Spread of Network of service centers

> List of at least 3 govt. bodies/PSU Proof of orders with NGO/Multinationals/govt/psu/with similar kind of deals to be attached with services across pan india locations. Copies of such contracts minus commercial bids to be enclosed with the tender.

> Quality and Promptness of services support

> Vendors ability to honor the commitments

> University's own past experience

11.2 The University reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to placing of purchase order, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the University's action.

12. Evaluation of Bids

12.1 Clarification of Bids ,

During evaluation of Bids, the University, at its discretion, may ask the Bidders for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

12.2 Preliminary Examination /Pre-qualification

12.2.1 In the first stage, Pre-qualification/Technical Bids will be opened in presence of a Technical Bids Opening Committee appointed for the purpose. It is the responsibility of the bidder's representative to be present at the time, on the date and at the place specified in the tender document. The Bidders

representative who are present shall sign a document evidencing their attendance.

12.2.2 The University will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order,

12.2.3 The University may, at its sole discretion, waive any minor infirmity, nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

12.2.4 Prior to the detailed evaluation, the University will determine the substantial responsiveness of each Bid to the Bidding document. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. The University's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, without recourse to extrinsic evidence. The University would also evaluate the Bids on technical parameters.

12.2.5 If a Bid is not substantially responsive, it will be rejected by the University and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

12.2.6 The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

12.2.7 All the bidders who qualify in pre-qualification and Technical evaluation would be shortlisted. Commercial bids of only shortlisted bidders would be opened,

12.3 Arithmetic errors, if any, in the price breakup format will be rectified on the following basis :

If there is discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure.

If the supplier does not accept the correction of errors, its bid will be rejected.

If there is discrepancy in the unit-price quoted in figures and words, the unit price, in figures or in words, as the case may be, which corresponds to the total bid price for the item shall be taken as correct.

If the vendor has not worked out the total bid price or the total bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.

12.4 The University may waive off any minor infirmity or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or effect the relative ranking of any bidder.

13. Contacting the University

13.1 Bidder shall NOT contact the University on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification otherwise received from the University.

13.2 Any effort by the Bidder to influence the University in its decisions on Bid evaluation, Bid comparison may result in the rejection of the Bidders Bid.

14. Award of Contract

14.1 The University will award the contract to the successful Bidder, out of the Bidders who have responded to University's tender as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive, and is the lowest evaluated Bid.

14.2 The University reserves the right at the time of award of contract to increase or decrease of the quantity of goods or services or change in location where equipments are to be supplied from what was originally specified while floating the tender without any change in unit price or any other terms and conditions.

Section - 3

General Terms and Conditions

(These terms and conditions are generic in nature, which have been mentioned for the knowledge of the bidders and may be changed to specific terms and conditions with necessary changes with each Purchase Order as and when applicable)

1. Definitions

In this Contract the following terms shall be interpreted as indicated :

1.1 "The University" means CSJM University, Kanpur .

1.2 "The Contract" means the agreement entered into between the University, represented by its Officer and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices there to and all documents incorporated by reference therein;

1.3 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations

1.4 "The Goods" means all of the equipment, machinery., and/or other material's which the Supplier is required to supply to the University under the Contract;

1.5 "The Services" means these services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract;

1.6 "TCC" means the Terms and Conditions of Contract contained in this section;

1.7 "The Supplier" or "the Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and

2. Use of Contract Documents and Information

2.1 The Supplier shall not, without the University's prior written concern disclose the Contract, or any provision thereof, or any specification, plan , drawing pattern sample or information furnished by or on behalf of the University in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

2.2 The Supplier will treat as confidential all data and information about the University, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the University.

3. Subcontracts

3.1 The Supplier shall not assign subcontract to others, in whole or in part, their obligation to perform under the contract, except with the University's prior written consent. However the services from the OEM directly will be given preference in case the partner is not in the geographical area.

3.2 The Supplier shall notify and obtain concurrence from the University in writing of all subcontracts/Franchisee awarded under the contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.

3.3 Subcontracts / Franchisees must comply with the provisions of TCC.

4. Delivery and Installation

4.1 The Bidder should deliver the goods/services within stipulated time as mentioned in Special terms and conditions from the date of Purchase Order.

4.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The vendor should take responsibility of the Goods till it reaches the delivery destination as informed by the University, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier. Vendor shall organize the road Permits wherever required, any letter required for this will be given by the University.

4.3 The Bidder should install the goods with in two (2) weeks, from the date of delivery. If the vendor fails to install the items with in two (2) weeks, the University will impose penalty 0.5% of the order value per day for two weeks and 1% of the order amount per day for another two weeks after after which all the equipments's may be rejected and order cancelled .

4.4 Installation will be treated as incomplete in one/all of the following situations :

- Non-delivery of any hardware or other components and software modules mentioned in the order.

- Non-delivery of supporting documentation
- Delivery, but no installation of the components and/or software
- ILL-integration
- System operational, but unsatisfactory to the University

4.5 The University will consider the inability of the Bidder to deliver or install all the equipment within the specified time limit, as a breach of contract and would entail the payment of Liquidation Damages on the part of the Bidder.

The liquidation damages represent an estimate of the loss or damage that the University may have suffered due to delay in performance of the obligations (relating to

delivery, installation, operationalisation, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

4.6 The University shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and Conditions

4.7 Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc,

4.8 The vendor shall integrate the hardware with the existing LAN/WAN infrastructure

5. Delivery and Documents

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

1. Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount;
2. Manufacturer's / Supplier's warranty certificate:

6. Price

6.1 Prices quoted by the bidders should include all local taxes, VAT, CST, duties, levies, transportation costs and insurance costs till the equipment is accepted.

6.2 Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labor or other components or for any other reason.

6.3 The prices quoted shall be valid for a minimum period of Three Months from the last date for submission of offers. However if the configuration becomes obsolete then a higher version or equal version of the same can be supplied post clarification to the University. The part no should be mentioned on the rollover model with no change in prices.

6.4 Octroi, alone, if applicable, will be made at actual, on production of suitable evidence of payment by the Supplier.

6.5 Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to the University all fiscal benefits arising out of reductions in Government Levies viz, Sales Tax, Excise Duty, Custom Duty etc. otherwise rates are firm during the entire contract period .

6.6 University will not provide Form-C or Form-D and vendor will have to arrange for Form 31 or 32 any other road permit, if required, on behalf of University.

7. Terms of Payment

7.1 The standard payment terms of the University are given below.

> 80% against delivery and after physical inspection and checking configuration of PCs and other item.

> 20% after installation against performance and Bank Guarantee of 10% for entire warranty period of three years.

All the payments will be made by CSJM University, Kanpur

Vendor will be required to furnish the documentary proof of delivery, installation and acceptance duly signed by university officials while claiming the payments.

7.2 Supplier will be entirely responsible for applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.

7.3 The Bidder must accept the payment terms proposed by the University. The financial bid submitted by the Bidder must be in conformity with the payment term proposed by the University. Any deviation from the proposed payment terms would not be accepted. The University shall have the right to withhold any payment due to the Bidder, in case of delays or defaults on the part of the Bidder. Such withholding of payment shall not amount to a default on the part of the University,

7.4 All Payments will be made to the Bidder in Indian Rupee only.

8. Technical Information

8.1 The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

8.2 The Models offered should strictly conform to the specifications given in the product literature and these models should like supported for a minimum period of Five years (3 YEARS AS WARRANTY AND 4th AND 5th YEARS ARE CARE PACK WARRANTY DIRECTLY FROM OEM OR AMC WITH OEM OR THE VENDOR including warranty period and post warranty maintenance. The Models proposed/ marked for withdrawal from the market and the models under quality testing should not be offered. University shall reserve right to ask for PHOOF OF CONCEPT on working of the newly introduced Models in the market, if offerd on the agreed terms & conditions.

8.3 When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.

8.4 In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

8.5 Two or more models can be offered, if they conform to the technical specifications given. However, the vendor shall offer only one main option for bid evaluation out of the models offered and the same shall be mentioned on the MODEL OFFERED. Vendor may offer alternate options for consideration of the University, if required.

9. Acceptance

9.1 The acceptance / performance test will be performed after completion of installation and commissioning of all the components of the solution at the sites of installation. Complete hardware and Software as specified in the tender must have been supplied, installed and commissioned properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by the University, their consultant or other such person nominated by the University at its option as per the acceptance criteria as defined in Annexure IX. The acceptance will involve trouble free operation for seven **consecutive days** at site. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to the University.

9.2 In the event of hardware and software failing to pass the acceptance test, a period not exceeding three weeks will be given to rectify the defects and clear the acceptance test, failing which the University reserves the right to get the corresponding component replaced by the Bidder at no extra cost to the University or to cancel the order and recall all the payments made by the University to the bidder.

9.3 Successful conduct and conclusion of the acceptance tests for the installed components shall also be the sole responsibility and at the cost of the Bidder.

9.4 The University's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the University or its representative prior to the shipment of the goods.

10. Acceptance Certificate

On successful completion of acceptability test, receipt of deliverables etc, for the equipment and after the University is satisfied with the working on the system, the acceptance certificate signed by the Bidder and the representative of the University will be issued. The date on which such certificate is signed shall be deemed to be the date of acceptance of the system and the WARRANTY of the Hardware starts from that date.

11. Governing language

11.1 The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

11.2 The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

12. Applicable laws

12.1 The Contract shall be interpreted in accordance with the laws prevalent in India.

12.2 Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the University about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the University and its employees/ officers/staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

12.3 Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the University and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the University will give notice of any such claim or demand of liability within reasonable time to the bidder.

13. Performance security

The vendor/supplier has to provide Performance Security in the form of Performance Guarantee.

13.1 Performance Guarantee

The Vendor will be required to furnish an unconditional University Guarantee of an amount equivalent to 5% of contract value and valid for WARRANTY period + THREE months (invocation period) from the date of acceptance. The performance guarantee to be submitted within ONE month after acceptance of goods and before release of full and final payment of the Contract for indemnifying the University against any default / failure in execution of contract, as per the format provided by University.

14. Insurance

14.1 The Bidder is responsible for acquiring insurance for all components, equipment and software. The goods supplied under the Contract shall be fully insured.

14.2 The insurance shall be for an amount equal to 110 percent of the CIF value of the Goods delivered to the University covering "All Risks" (fire, burglary, act of terrorist, natural calamities such as Earth quake, floods etc.) valid for a period not less than three months after date of delivery. If the vendor fails to obtain insurance cover and any loss or damage occur, the vendor will have to replace the items with new ones without any cost to the University.

14.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier

14.4 Should any loss or damage occur, the Bidder shall .

- a. initiate and pursue claim till settlement, and
- b. Promptly make arrangements for repair and / or replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

15. Inspections and tests

15.1 Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance are as follows:

- Provided that the University may, at its sole discretion, waive inspection of goods having regard to the value of the order and / or the nature of the goods and/or any other

such basis as may be decided at the sole discretion of the University meriting waiver of such inspection of goods.

- In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding three weeks will be given to rectify the defects and clear the acceptance test, failing which, the University reserves the right to cancel the Purchase Order.

15.2 The inspection and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the University. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the University's representatives to be borne by the vendor.

15.3 Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.

15.4 The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the University against any levies/penalties on account of any default in this regard.

15.5 On successful completion of acceptability test, receipt of deliverables, etc., and after the University is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the representative of the University,

16. Warranty

16.1 The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless Provided otherwise in the Contract.

The Bidder further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the University's Specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.

16.2 On-site comprehensive warranty : The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software for defects arising out of faulty design, materials and media workmanship etc. for a period of Three years from the date of acceptance of the hardware. The vendor will provide support for Operating Systems and other pre installed software components during the warranty period of the hardware on which these software & operating system will be installed. Defective hardware shall be replaced by the vendor at its own cost. Including the cost of transport. Vendor's hardware engineer will be report/call at the University offices within two hours of reporting breakdown through telephone/email or fax or courier at the vendor's nearest office and repair the same as earliest.

SLA: The downtime of a machine at any location should not exceed 5% in month. The monthly downtime percent of a machine should be calculated as under :

$$\text{Down time \%} = \frac{(\text{Unavailable hours due to breakdown} - \text{PM hours}) \times 100}{(\text{Available Hours})}$$

$$\text{Available hours} = \text{No. of working days} \times 8$$

If the downtime percentage exceeds 5% in a month, proportionate amount for all such breakdowns during the warranty period, may be claimed/adjusted while releasing the

performance Bank Guarantee or the warranty period for the hardware will be extended accordingly. If claimed, the vendor has to pay the penalty amount as directed in the claim letter.

If the downtime percentage exceeds 5% in a month, penalty will be charged for shortfall and amount of penalty will be calculated quarterly as per the table given below, subject to maximum of 10% of cost of hardware.

Shortfall in SLA target/Compliance	Penalty (%)
<= 1%	1
> 1% and <= 3 %	3
> 3% and <= 5 %	5
> 5% and <= 6 %	6
> 6% and <= 8 %	8
> 8% and <= 10 %	10

16.3 During the Warranty period the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.

16.4 The University shall promptly notify the Bidder in writing/e-mail/fax or any claims arising under warranty.

16.5 Upon receipt of such notice the Bidder shall as mentioned below, repair or replace the defective goods or parts thereof, without any cost to the University.

Item Description	Resolution Time	Compliance Level	Calculation Window
PC/Monitor	Same Business Day if calls logged by 12 noon otherwise NBD (Next Business Day)	95%	Monthly

16.6 The Bidder must provide the following warranties :

(a) The equipment proposed is complete in every way.

(b) The hardware /software specification, capabilities and performance characteristics are as stated in the Bidder's proposal and accompanying documentation.

16.7 In case an equipment, peripheral or components (such as CPU, SMPS, Circuit Boards, monitors, etc .) are taken away for repairs, the vendor shall provide a similar standby equipment so that the equipments can be put to use in the absence of the originals / replacements without disrupting the University's regular work.

16.8 If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to the University.

16.9 Free. **on-site maintenance** services shall be provided by Supplier during the period of warranty. After the expiry of warranty period, the vendor will enter into AMC/or care pack directly from OEM agreement with the University for providing post warranty maintenance of equipment viz. Computer Systems, Peripherals, UPS, Systems Software & other software for a period normally not less than 5 years, at the discretion of the University, The AMC charges / rates should be quoted separately, if required by the University,

17. Post Warranty Maintenance :

The selected vendor will enter into AMC (Annual Maintenance Contract) with the University. if so desired by the University, for post warranty maintenance. However the University will be having right to go with any other vendor for AMC if so desired by the University.

The hardware supplied should be maintained by the vendor for at least 3 years from the date of acceptance by the university + 4th and 5th year on AMC or care pack directly from the OEM. The University may negotiate AMC charges while entering into AMC. AMC should cover the total equipment along with OS etc procured from the vendor with maintenance support by Fax, e-mail, telephone and on site support, if any required & Minimum of 4 Preventive Maintenance calls during the year as per the requirement of the University. In the case Authorized/Channel Partner, AMC charges shall also include the cost for the arrangement with OEM for maintenance of spare, providing support, update (if any required) for providing AMC support for period.

18. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the University is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The University will give notice to the Supplier of such claim, if it is made, without delay.

19. Force majeure

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, Any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, Strikes, shut down or labor disputes which are not instigated for the purpose of avoiding obligations herein, or Any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

If a Force Majeure situation arises, the Bidder shall promptly notify the University in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by the University in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

20. Buy Back

The PCs under buyback will be sold by the University on "as is where is" basis and purchase price of these PCs once accepted by the University cannot be withdrawn by the vendor. The vendor should offer these PCs first to CSJM University employees at the buyback price offered by the vendor. In case the vendor is not able to dispose off all the PCs to CSJM University employees at a particular location, it would be vendor's responsibility to collect the remaining PCs from that location. University will not provide any transportation. The employees whoever gets the PCs would be paying directly to the vendor for which the University will not take any responsibility.

21. Repeat Order

The University reserves the right to place repeat order for additional requirement (Max. 10% of items that were originally ordered) of PCs at the negotiated price within three months of placing the order.

22. Forfeiture of performance security

The University shall be at liberty to set off/adjust the proceeds all the performance security towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the University's right to proceed against the Supplier in the event of the security being not enough to fully cover the loss / damage.

23. Penalty for Default Delivery

If the vendor fails to deliver the items within stipulated period, University will impose a penalty of 1 % of the order value for the late delivered item. for each weeks delay or part thereof. Subject to maximum of 10% of value of the late delivered items.

In case the delay exceeds five weeks, University reserves the right to cancel the order and in such a case, the vendor will have to repay University the advance paid, if any, with 12% p.a. interest, unconditionally. In such an event vendor will not be entitled to or recover from University any amount by ways of damages, loss or otherwise. If orders are cancelled due to non delivery, the vendor will be debarred by the University for participating in any future tenders floated by the University.

24. Termination

The University may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the University.

The University reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order;
- Delay in offering equipments for pre-delivery Inspection;
- Delay in delivery beyond the specified period;
- Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods;
- Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and In addition to the cancellation of purchase contract, the University reserves the right to appropriate the damages through encashment of Performance Guarantee given by the Bidder.

25. Resolution of Disputes

It will be the University's endeavor to resolve amicably any disputes or differences that may arise between the University and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.

In case of Dispute or difference arising between the University and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall be appointed by Vice Chancellor whose decision final & binding.

The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the University or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator, as the case may be, is obtained.

Arbitration proceedings shall be held at Kanpur, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Kanpur, India only.

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or E-mail or fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

Section 4

Special Terms and Conditions

1. Cost Details

The price should include all levies/ taxes like Service tax, VAT, Sales Tax, Transportation, Customs, Excise, traveling charges, support service during warranty etc. Item wise breakup of all applicable taxes must be mentioned in the Invoice.

Octroi, if applicable, will be reimbursed extra at actuals, on production of original receipt which should be in the name of the University,

The University will not be in a position to supply Form-C or Form-D and vendor will have to arrange for Form 31 or 32 or any other road permit, if required, on behalf of University.

2. Terms of Delivery

All items should be delivered within six weeks from the date of purchase order at University's location/office.

The University will not be in a position to supply Form -C or Form -D and vendor will have to arrange for Form 31 or Form 32 or any other road permit, if required, on behalf of University.

Vendor will have to verify all these items within one week from the date of delivery in the presence of University officials at respective location/offices.

3. Warranty

The vendor to provide comprehensive on-site **warranty of THREE YEARS** from the date of acceptance all the hardware items.

The Warranty should be BACK TO BACK from OEM.

4. Buy Back

The PCs under buyback will be sold by the University on "as is where is" basis and purchase price of these PCs once accepted by the University cannot be withdrawn by the vendor. The vendor should offer these PCs first to University employees at the buyback price offered by the vendor. In case the vendor is not able to dispose off all the PCs to University employees at a particular location, it would be vendor's responsibility to collect the remaining PCs from that location. University will not provide any transportation. The employees whoever gets the PCs would buy directly to the vendor for which the University will not take any responsibility.

Technical Specification of Computer Hardware

Intel core i7 Configuration : CPU : Intel Core i7 latest processor, 8 MB Cache . Chipset : Intel latest version. Bus Architecture : 4 PCI (PCI/ PCI Express). Memory : 4 GB 1333 MHz DDR3 RAM with 32 GB Expandability. Hard Disk Drive : SATA 500 GB 7200 rpm or higher. Monitor : 47 cm (18.5 inch)larger LED/ TFT Digital Color Monitor TCO- 05 certified. Keyboard : 104 keys mechanical KB. Mouse : Optical with USB interface. Bays : 2 Nos. or above. Ports : 6 USB Ports including 2 USP 3.0 Ports (with at least 2 in front), audio ports for microphone and headphone in front. Cabinet : Small form factor; DVD ROM Drive : 8X or better DVD ROM writable Drive. Networking facility: 10/100/1000 on board integrated Network Port with remote booting facility, on board Wi-Fi, remote system installation, remote wake up, TPM enabled 1.2 chip using any standard management software. Operating System: Windows 8 Professional preloaded, with Media and Documentation and Certificate of Authenticity. OS Certifications: Windows 8 OS and Linux certification. Power Management: Screen Blanking, Hard Disk and System Idle Mode in Power On, Set up Password, Power supply SMPS Surge protected.

* Above Technical Specifications were discussed in detail by Purchase Committee and finally some changes in Technical Specifications are suggested .Changes suggested are:-

- Specify SATA for hard disk
- Deletion of preloaded Anti-virus as CSJM University is already purchased Symantec Endpoint Protection for Three years for all PCs in the campus.
- Specification for chipset and processor removed as we are asking for latest in the market at the time of purchase.
- Adding Wi-Fi enabled in specification as university has Wi-Fi enabled campus now.
- Addition of tenders for i3 processor and i5 processor computers for 100 number may be included in the tender for purchases of other departments of the university, subject to a timeline as decided by the university officials. This will not be considered in the current purchase order.
- All computers and peripherals will be purchased from Branded/Original equipment manufacturers or authorized dealer/seller
- Buyback Scheme: Buyback of 60 Computers.

System configuration: HCL Infinity pro BL1200 Series, P4@3.4GHZ , 800 FSB, 2Mb Cache intel 945 chipset , 1GB DDR-2 RAM, 80 GB SATA 7200 RPM Hard disk, 1.4 MB Floppy Drive, DVD ROM, HCL-17' CRT color Monitor, HCL Optical Mouse, HCL 107 key Mechanical keyboard, GIGA Byte Ethernet card.

Purchase of HP LaserJet P1505 (05 in number) & Purchase of HP Scan Jet G3110 (01 in number).

Computing Laboratory Specifications

S. No.	Item	Configuration	Qty.	Approximate Unit Price	Approximate Net Price
1	Computer System	Intel core i7 Configuration : CPU : Intel Core i7-latest, 8 MB Cache or better. Chipset : Intel latest. Bus Architecture : 4 PCI (PCI/ PCI Express). Memory : 4 GB 1333 MHz DDR3 RAM with 32 GB Expandability. Hard Disk Drive : 500 GB SATA 7200 rpm or higher. Monitor : 47 cm (18.5 inch)larger LED/ TFT Digital Colour Monitor TCO- 05 certified. Keyboard : 104 keys mechanical KB. Mouse : Optical with USB interface. Bays : 2 Nos. or above. Ports : 6 USB Ports including 2 USP 3.0 Ports (with at least 2 in front), audio ports for microphone and headphone in front. Cabinet : Small form factor.DVD ROM Drive : 8X or better DVD ROM writable Drive. Networking facility : 10/100/1000 on board integrated Network Port , on board Wi-Fi with remote booting facility remote system installation, remote wake up, TPM enabled 1.2 chip using any standard management software. Operating System : Windows 8 Professional preloaded, as specified, with Media and Documentation and Certificate of Authenticity. OS Certifications: Windows 8 OS and Linux certification. Power Management: Screen Blanking, Hard Disk and System Idle Mode in Power On, Set up Password, Power supply SMPS Surge protected. Three year warranty period.	103		
2	Computer System	Intel core i3 and core i5 standard configuration Three year warranty period.	100		
3	Printer	HP LaserJetP1505 : Print Technology Monochrome Laser, Print speed (Black, Normal Quality, A4) Up to 23 ppm, First page out , A4 size <6.5 sec. , Processor speed 266 MHz, Print Quality(Black, Best Quality) Up to 600x600 dpi (1200 dpi effective output), Pages per month Up to 8000 Three year warranty period.	5		
4	Scanner	HP ScanJet G3110 : Scanner type Flatbed with transparent materials adapter (TMA), Size 455x304x70 mm (17.91x11.97x2.76 inches), Weight 2.892 kg (6.37 lbs.), Scanning element Charged-coupled device, Interface USB 2.0 Hi-speed, Hardware resolution 4800x9800 dpi, 48 bit, Selectable resolution, 12 dpi to 999,999 enhanced dpi at 100 % scalling, 100-240 V 50Hz/60Hz Three year warranty period.	1		

Computing Laboratory Specifications

Buy Back Scheme : Buyback of 60 Computer of IT Lab-1.

S. No.	Item	Configuration	Qty.	Approximate Unit Price	Approximate Net Price
1	Buyback Computer System	HCL Infinity pro BL1200 Series, P4@3.4GHZ , 800 FSB, 2Mb Cache intel 945 chipset , 1GB DDR-2 RAM, 80 GB SATA 7200 RPM Hard disk, 1.4 mb Floppy Drive, DVD ROM, HCL-17' CRT color Monitor, HCL Optical Mouse, HCL 107 key Mechanical keyboard, GIGA Byte Ethernet card. 35 computers are working 25 Computers are not working	60		

Pre- Qualification / Technical Bid

[All fields to be filled in duly and proof of the same to be attached separately]

A. Pre – qualification

	Name of the Bidder			
	Address of the Bidder			
	Telephone	Fax	e-mail	Website
	Name of the Principal			
	Address of the Principal			
	Telephone	Fax	e-mail	Website
1	Contact Details of the person authorized to make commitments to CSJM University.			
	Name			
	Designation			
	Mobile No.			
	FAX No.			
	E-mail id			
2	Classification [Tick the appropriate box and attach MAF form as per format given in Annexure III]			
	OEM			
	AUD			
	Others, Pl specify			
	If, AUD or others Specify the Name and address of OEM			
3	Company Details [Registration certificate to be enclosed]			
	Type of Company [Govt./PSU/Pub. Ltd./Partnership/Proprietary.			
	Registration No., and date of registration			
	Year of Incorporation/Establishment			
	Sales Tax Number [copy to be enclosed]			
	Income Tax Number [copy to be enclosed]			
4	Financials [Fill in the details and attach proof of the same.			
	Turnover [in lakh]			
	2014-15			
	2013-14			
	2012-13			
	Profit before tax [in lakh]			
	2014-15			
	2013-14			
	2012-13			
5	Service Support [Refer to Annexure V]			

	Information to be provided strictly as per the format given in Annexure V				
6	<p>References [to attach proof]</p> <p>Names of two or more buyers (with Names of contact persons, their designations, complete postal address, telephone, fax, telex and e-mail addresses, location of installation etc.) to whom similar equipment are supplied installed and commissioned in the past two years and to whom reference may be made by the Trust regarding the Bidder's technical and delivery ability. Should include buyers to whom the bidder has supplied 50 Desktop PCs in single order for Desktops PCs.</p>				
	Name	Address and Contact Details	Hardware Supplied [Qty]		PO Details
			Desktop	Location where supplied	PO No and Date [attach PO masking price]

Note : Empanelled vendors also need to fill details.

Place :

Date :

Signature with Seal

Annexure III

Manufactures Authorization From [To be submitted along with Technical Bid]

Ref.No:

Date:

To,

The Registrar

CSJM University,

Kalyanpur, Kanpur-208024.UP

Sub : Dated for supply of Computer Hardware

We _____ who are established and reputable manufacturers
of _____ having factories at _____
and _____ do hereby authorize M/s

_____ **[Name and address of vender]** to submit a bid
and sign the contract with you for the goods manufactured by us against the
above RfP No _____ dated _____ .

We hereby extend our full guarantee and warranty as per the clauses of contract
based on the terms and conditions of the Ref for the goods and services offered
for supply by the above firm against the RfP.

Yours faithfully

[_____]
Name of the Manufacture

Note: This letter of authority should be on the letter head of the manufacturer and should
be signed by a person competent and having the power of attorney to bind the
manufacturer. It should be included by the bidder in its bid.

the hardware without demur, if already supplied and return the money if any paid to us
by you in this regard.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of corruption Act 1988".

We agree that the University will have single point of contract with us, at the address stated below for the entire goods and services to be delivered by us in case our bid is accepted.

Address of Bidder for Single Point of contract

.....
We understand that the University is not bound to accept the lowest of any bid the bank may receive.

Dated _____ day of _____ 2015.

(Signature in the Capacity of)

Duly Authorized to sign bid for and on behalf of

(Name & Address of Bidder _____)

BID FORM

[To be submitted on the letter head of the bidder along With Technical Bid]
Ref. No. **Date:**

To,
The Registrar
CSJM University, Kalyanpur
Kanpur-208024.UP

Dear Sir,

Sub: RfP No.....Dated
For supply of Computer Hardware

We, the undersigned, offer to supply and deliver equipments and services including installation and commissioning of Desktop PCs , Monitors, Scanner and Printers in conformity with the tender.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Tender.

If our bid is accepted, we will provide Bank guarantee in your favor for a sum equivalent to 5% of the contract price for the due performance of the contract in the format prescribed by the purchaser.

We agree to abide by this bid for the period of 120 days from the last date of submission of tender document and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with University's written acceptance thereof and the University's notification of award shall constitute a binding Contract between us.

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.

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 authorized license certificate [e.g., product keys on certification of authenticity in case of Microsoft Windows operating system) and also that it shall be sourced from the authorized source (e.g., authorized Microsoft channel in case of Microsoft operating system).

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

Annexure V

Service Support Details

S. N.	Location	Whether local support available at the location [Yes or No]	In respect Column 3, If Response is "No" specify Location from which support Extended	Services support OWN of Franchise	Address and Telephone No. [for response specified in column 5]	Working Days and Hours	No of S/W Engineer	No of H/W Engineer
1	2	3	4	5	6	7	8	9
1	Kanpur							

Annexure VI

Requirement /Buyback/Delivery Details

Exact Address and the number of New PCs required are as under :

S.N.	Component	Minimum Specifications
1	Quantity	103 Nos. (including 60 under buyback) Monitors
2	Location	Kanpur
3	Address	CSJM University Kalyanpur, Kanpur-208024. UP.

The details of buyback PCs are mentioned below

S.N.	Component	Minimum Specifications
1	Make & Model	HCL Infinity
2	Quantity	60 Nos.
3	Processor	Intel Pentium IV
4	Memory	128/256 MB
5	Chip Set	Intel 845 chipset

Annexure - VII

**Forwarding Letter
(To be submitted on company's letter head)**

To:
The Registrar
CSJM University, Kalyanpur
Kanpur-208024. UP

Dear Sir,

Sub: Tender for supply of Computer Hardware

This is in reference to your above mentioned tender for the procurement of PCs, & Monitors under buyback of old PCs. Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents.

Further, we agree to abide by all the term and conditional as mentioned in the tender document. We have also noted that University reserves the right to consider/reject any or all applications without assigning any reason thereof.

Date/...../2015

Authorized Signatory.

Name :

Designation :

Annexure VIII

Proforma of Indemnity

This is to certify that M/s _____
Who have supplied PCs, Monitor's, Scanner and Printers related accessories to CSJM
University, Kanpur vide order no _____ dated _____ 2015 have all
required rights for the software, The software supplied by us is legal/ licensed copies.

Further, M/s _____ is willing to indemnify
CSJM University any claims due to violation of any patents and copyrights for the
software sold under licensing agreement from us. The above indemnity is limited to the
software supplied by M/s _____ only.

For M/s _____
Signature with seal, name, designation and date

Acceptance Criteria

The acceptance will be given after physical delivery of the items at respective location, successful installation configuration of the Hardware / Software and Integration with existing LAN/WAN at respective CSJM University Offices/locations mentioned below :

SNo.	Nature of activity	Remarks
1	Physical Delivery of the Hardware items as per the PO and Hardware configuration.	➤ The vender has to deliver and install the items mentioned in the PO at University premises.
2	PC configuration and Installation related issue	➤ The vender will configure the PC with the exiting LAN/WAN and install related drives on user's PC.
3	Acceptance Report	➤ As a confirmation to the above activities mentioned at Sr. 1 & 2 vendor shall obtain duly signed acceptance report, from the University officials of respective locations and submit the same at the time of claiming final payments.

Annexure – X

Undertaking of Authenticity for Desktops, Monitors, Scanner and Printer (To be signed by authority not lower than the Company Secretary of the Vendor)

With reference to the Desktops being quoted to you vide our quotation No : dated _____, we hereby undertake that all the components / parts / assembly / software used in the Desktops and Monitors under the above like Hard disk, 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 license operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate [e.g., product keys on certification of authenticity in case of Microsoft Windows operating system] and also that it shall be sourced from the authorized source (e.g., authorized 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 /I software already billed, we agree to take back the Desktops and monitors without demur, if already supplied and return the money if any paid to us by you in this regard.

We (Vendor name) also take full responsibility of both parts & service SLA as per the content if there is any defect by our authorized services centre/reseller/SI etc.

Authorized Signatory

Name

Designation

Place

Date

Commercial Bid

1. Cost of Computer Hardware

S.N.	Item Description	Qty	Unit Cost [in Rupee]		Total Cost [in Rupee]
			Figures	Words	
		A	B		C=AxB
1.	Desktop Pcs	103			
2.	Monitors	103			
3.	Scanner	01			
4.	Printer	05			
	Total Cost [i]				
5.	Buyback price for HCL Infinity PCs	60			
	Total Buyback Price [ii]				
	Net Price [i] - [ii]				

2. Optional charges (AMC Charges)

S.N.	Item Description	AMC Rate as % of Hardware Cost
1.	Desktop Pcs	
2.	Monitors	

Note : Bidders are requested to note the following :

- All the details must be provided as per format.
 - Masked commercial bids must be given with technical bid.
 - All the rates must be quoted in INR.
 - L1 will be arrived based on total cost of computer hardware ie., Item No1 given above.
 - All items are with three years warranty and warranty to be back to back from OEM.
- If desired the University will enter into AMC after expiry of warranty at the rate mentioned in item 2.

Order for AMC will be placed annually.

Date	Signature of Authorized Signatory.....
Place	Name of the Authorized Signatory
	Designation
	Name of the Organization
	Seal

CSJM University, Kanpur
University Institute of Engineering & Technology
Department of Information of Technology

Term of payment

1. 80% against delivery after physical inspection and checking configuration of items.
2. 20% after installation against performance and bank guarantee of 10% for the entire warranty period of three years.

Delivery

1. Delivery of items will have to be made within six weeks time from the date of receipt of order.
2. In case of late delivery, penalty shall start of delivery period (i.e. three weeks from the date of receipt of order by the supplier).
3. Penalty of 0.5% of total order amount per day for the period of two weeks and thereafter penalty of 1% of the total order amount for next two weeks shall be imposed, after which order may be cancelled.

Installation

1. Installation period is two weeks from the date of delivery of all the equipment's in the order and penalty shall start if equipment have not been installed within two weeks of delivery.
2. Penalty shall be 0.5% of the total order amount per day for two weeks and 1% of the order amount per day for another two weeks after which all the equipment's may be rejected and order cancelled.

Performance

1. During the warranty period the vendor's engineer shall make preventive maintenance visit twice a month on prefixed days and time.
2. Terms and conditions to be followed during the warranty periods are attached separately with this document.

Terms and Condition during Warranty periods

The Company having warranty will maintain all machines in full working condition for the entire warranty period. The annual up time for the machine should not less than 97% .

Warranty

Includes all parts replacement and standby facilities .

Incase of System failure

The Complaint must be attended by company's engineer with in one calendar day after the complaint is reported.

For calls not requiring spare parts

The system will be made operational within one working day or three calendar days whichever is earlier , from the date call is registered.

For calls requiring spare parts

The System will be made operational within five working days or seven calendar days, whichever is earlier from the day call is registered.

Systems down time will be computed in number of calendar days. UIET, CSJMU , Kanpur will impose penalty on the Company, if the total annual income uptime is less than 97% .

Penalty

For down payment, penalty will be computed as follows:

Penalty per system per day = $3 \times (\text{cost of the system} / 365)$ subject to a limit of total cost of the systems.

Note1:- It is important that the service Engineer must visit the labs on regular intervals, at least twice a month.

Note2: Computer, Printer or scanner will be purchased only through Branded/Original equipment

Manufacturers or authorized dealer/seller