# CENTRAL UNIVERSITY OF JHARKHAND CHERI-MANATU, RANCHI – 835 222



# Limited Tender Document For

Supply & Installation of 04 nos. of Laptops at Central University of Jharkhand, Ranchi.

Dated 12<sup>th</sup> March, 2021

#### **NOTICE INVITING TENDER (NIT)**

"Supply & Installation of 04 nos. of Laptops at Central University of Jharkhand, Ranchi."

- 1. The Central University of Jharkhand (CUJ) invites <u>Limited Tender</u> from experienced and reputed firms/ agencies/ companies for "Supply & Installation of 04 nos. of Laptops at Central University of Jharkhand, Ranchi".
- 2. The interested bidders can visit the university website <a href="www.cuj.ac.in">www.cuj.ac.in</a> for details.
- 3. Interested firms/ agencies/ companies are advised to visit University website <a href="www.cuj.ac.in">www.cuj.ac.in</a> regularly till closing date of submission of tender for any corrigendum/ addendum/ amendment.

#### **SCHEDULE OF TENDER**

Name of Works/Services	Supply & Installation of 04 nos. of Laptops at Central University of Jharkhand, Ranchi.		
Type of Tender	Limited Tender (Single Stage Single Envelop System)		
Publication of Limited Tender	10 <sup>th</sup> March, 2021 (1000 Hrs)		
Last date and time for Submission of tender documents	22 <sup>nd</sup> March, 2021 (1400 Hrs)		
Date and time of Tender Opening	22 <sup>nd</sup> March, 2021 (1500 Hrs)		

**Note**: - If the tender is not opened on the above date, due to unforeseen circumstances, then the next working day will be considered as tender opening date.

Sd/-**Registrar** 

#### SECTION - II

#### **INSTRUCTIONS TO BIDDERS**

- 1. Tender document can be downloaded from the University Website <a href="www.cuj.ac.in">www.cuj.ac.in</a>.
- 2. The bidders are requested to read the tender document carefully and ensure all the compliance with instructions herein. Non-compliance of the instructions contained in this document may disqualify the bidders from the tender process.
- 3. All offers should be written in the English and price should be written in both, figures and words. The offer should be typed or written in pen ink or ball pen. Offer in **pencil will be ignored**.
- 4. The agencies/ bidders/ firms are advised to read carefully the tender documents and terms & conditions before quoting/ submitting their bid.
- 5. All offers should be written in the **English** and **price** should be written in both, **figures and words.**
- 6. Quoting firms **must put page number on every page** of the bid. It is also required that page nos. of the documents attached should be mentioned against each item of the main bid.
- 7. The bidder shall certify that the quoted rates are not higher than those quoted for any Govt. Deptt. or Institution or DGS&D or any organization and that if during the years at any time the bidder has quoted rates lower than those quoted against this tender, the University would be given the benefit of Lower rates by the bidder.
- 8. Address and contact numbers for seeking clarifications & Communication: -

#### (a) Address for Communication:

The Registrar Central University of Jharkhand Village - Cheri-Manatu P.O. – Kamre, P.S.- Kanke Dist.- Ranchi - 835 222 (Jharkhand)

(b) Name/ designation of the contact personnel: Prof. SL Harikumar, Registrar

(c) Telephone/ Mobile numbers : +91-9304953705 (P.S. to Registrar)

(d) E-mail ID of contact personnel : registrar@cuj.ac.in

9. The Sealed Tender Document with all supporting documents must be delivered to "The Registrar, Central University of Jharkhand, Cheri-Manatu, Ranchi – 835 222" before the last date of bid submission.

#### SECTION - III

#### **ELIGIBILITY/ QUALIFICATION CRITERIA**

This Invitation for Bids is open to all manufacturers (OEMs) to quote in response to this NIT with following documents.

- 1. Copies of Company/ Firm/ Agency Registration
- 2. Copies of valid GST registration certificate, Trade License, Factory License/ Excise Registration, as applicable
- 3. Copies of last three years Income tax return filing statements,
- 4. Self-certified copy of PAN card.
- 5. Proof of manufacturing unit /OEM/ Authorized Dealership Certificate
- 6. Proof of service centre and proof of local dealership in Jharkhand.
- 7. The bidder should not have been black listed by any Government / Semi Government / Board /Corporations/Autonomous Body/ PSU. An Undertaking on company letter head has to be submitted by the firm to this effect.

<u>Note:</u> Bidders not complying with above conditions or not providing complete information as described shall not be considered and hence out rightly rejected.

# SECTION - IV

# TECHNICAL SPECIFICATIONS WITH SCHEDULES OF REQUIREMENTS AND QUALITY ASSURASNCE

SI. No	Instrument Name	Quantity	Technical Specification						
1.	LAPTOP	04 nos.	<u>Processor</u>						
								Processor Make	Intel
			Processor Generation	10					
			Number of Cores per Processor	4					
			Processor Base Frequency (GHz)	1.6					
			Processor Description	Intel Core i5					
			Processor Number	Intel Core i5 10210U					
			Out of Band Management	NA					
			Cache (MB)	6					
			<u>Construction</u>						
			Form Factor	Standard					
			Chassis Material	Alluminium					
			Hinges	Metallic					
			<u>Motherboard</u>						
			Expansion Slots (M Dot 2)	1					
			<u>Graphics</u>						
			Graphics Type	Integrated					
			Graphic Card Description	UHD Graphics					
			Size of VRAM in case of Integrated	128					
			Graphics (MB)						
			Operating System						
			Operating System (Factory Pre- Loaded)	Windows 10 Professional					
			Recovery Image Media	CD from the OEM/ Stored in Partition					
			OS Certification	Windows					
			<u>Memory</u>						
			Type of RAM	DDR4					
			RAM Size (GB)	8					
			RAM Speed (MHz)	2666					
			Total Numbers of DIMM Slots Available	2					
			Number of DIMM Slots populated	1					
			RAM Expandability up to (using spare DIMM Slots in GB)	32					
			<u>Storage</u>						
			Type of Drives used to populated the Internal Bays	HDD, SSD					
			Number of Internal Bays populated with HDD	1					
				1000@5400rpm					
				1000					
			Number of Internal Bays populated with SSD						
			Capabity of Guoif GOD (GD)						

Total SSD Capacity (GB)	256
<u>Connectivity</u>	
Wireless Connectivity	YES
If yes, Type of Wireless Connectivity	Wi-Fi 802.11ac
Number of Ethernet Ports	1
If available, Type of Ethernet Port	10/100/1000 on board Integrated
Bluetooth Connectivity	YES
If Yes, Version of Bluetooth Available	5
Ports Ports	
Number of USB version 2 point 0 ports	1
Number of USB Version 3 point 0/3	2
point 1, Gen 1 Ports	
Number of USB Type C Ports	1
Number of HDMI Ports	1
<u>Display</u>	
Display Size (Inch)	14
Display Type	Non Touch
Display Technology	LED HD Backlit
Panel Technology	TN
Display Resolution (Pixels)	1366X768
Availability of Webcam integrated with Display	YES
If Yes, Resolution of webcam	HD
<u>Miscellaneous</u>	
Internal Speaker (Dual)	Yes
Headphone out	Yes
Microphone in	Yes
Type of Keyboard	Standard
Spill Resistant Keyboard	Yes
Pointing Device/ Touchpad	Touchpad with multi-touch gestures
Hardware Trusted Platform Enabled	Yes
Carry Case	Yes
If yes, type of carry case	Back pack
Security Lock Slot	Yes
Weight (Including Battery) (Kg)	1.6
Power	
Battery Type	Integrated
* **	Li-ion
Battery Chemistry	
Battery Capacity (Watt Hours)	45
	12
Battery Backup time (hours)	
Warranty  Battery Warranty	3

#### **SECTION - V**

#### **GENERAL CONDITION OF CONTRACT**

- 1. Incomplete tenders, amendments and additions to tender after opening are liable to be ignored and rejected.
- 2. **Changes/Amendment**: At any time prior to the deadline for submission of tender, the University may amend the tender documents issuing by addendum/corrigendum. The University shall have the right at any time, by written notice, in the form of an amendment order, to make any changes, if deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the University unless sufficiently justified by vendor and accepted by the university in a form of amendment/ modified Order issued and signed by the University.
- 3. **Bid Validity** Bids should be valid for a period of 180 days from the date of opening of financial bid.
- 4. **Withdrawal of bids**: No bidder will be allowed to withdraw its bid in the interval between the deadline of submission of bids and expiration of period of bid validity. Withdrawal of bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.
- 5. **OEM/Authorized Dealer/agents of Supplier:** when a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its bid, the manufacturer's authorization certificate and also manufacturer's confirmation of extending the required warranty for that product. In cases where the manufacturer has itself submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned.
- 6. **Conflict of Interest among Bidders/Agent:** The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
  - (a) they have controlling partner (s) in common; or
  - (b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
  - (c) they have the same legal representative/agent for purposes of this bid; or
  - (d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
  - (e) bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/sub-assembly/assemblies from one bidding manufacturer in more than one bid.

- (f) in cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
  - i. The principal manufacturer directly or through one Indian agent on his behalf; and
  - ii. Indian/foreign agent on behalf of only one principal.
- (g) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- (h) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.
- 7. **Prices and Taxes:** Prices quoted should be firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to, in writing by both parties. The vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to the order.
- I. **Elements of Price:** Where the price has several components such as the price of the goods, cost of installation and commissioning, operators' training, and so on, bidders should furnish a cost break-up indicating the applicable prices and taxes for each of such components along with the overall price.
- II. **Currency:** domestic tenderers are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; costs of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and will be paid accordingly in that currency; and the portion of the allied work and services, which are to be undertaken in India (like installation and commissioning of equipment) are to be quoted and paid in Indian currency.
- 8. <u>Prices should be FOR</u> –Central University of Jharkhand, Cheri- Manatu, Ranchi and for imported equipment supplier will be responsible for custom clearance and forwarding the same up to university campus. Custom Duty will be reimbursed on actual basis, after submission of the evidence in original. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable taxes until and unless specified in the schedule.
- 9. **Price Fall Clause:-** If at any time prior to delivery of the equipment/stores, the bidder/supplier reduces the sale price of such equipment stores as covered under this tender enquiry, to any organization (including Central/State/Deemed university) at price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipment/stores being supplied after the date of coming into force of such reduction, the price of equipment/stores shall stand corresponding reduced.

#### 10. Terms of Payment:

- (a) **Terms of payments for Goods:** The terms of payment are "100"% payment within thirty (30) days time after receipt and acceptance of the materials in good condition and its satisfactory installation and operation.
- (b) Documents for Payments of Domestic Goods:
  - i. Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
  - ii. Packing list;
  - iii. Insurance certificate, if applicable;
  - iv. Railway receipt/consignment note;
  - v. Manufacturer's guarantee certificate;
  - vi. Inspection and installation certificate duly signed by the service engineer and university official; and
  - vii. Any other document(s) as and if required in terms of the contract.
  - viii. Copy of cancelled check/NEFT detail for making online payment.
- 11. **Insurance:** Wherever necessary, the goods supplied under the contract, shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the contract. If considered necessary, insurance may cover "all risks" including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure to be incurred by the Procuring Entity for receiving the goods at the destination. Where delivery of imported goods is required by the purchaser on CIF/CIP basis, the supplier shall arrange and pay for marine/air insurance, making the purchaser beneficiary. Where delivery is on FOB/FAS basis, marine/air insurance shall be the responsibility of the purchaser.
- 12. **E-Payments:** Bidders are required to enclose photocopy of cheque & NEFT Bank Details with tender /quotation to enable us to making payment through on line transfer.
- 13. **Deduction of Income Tax, Service Tax and so on, at source from payment to suppliers**: This will be done as per existing law in force during the currency of the contract.
- 14. **Refund from Supplier**: if the supplier, after claiming and receiving reimbursements for sales tax, excise duty, custom duty, and so on, from the purchaser, applies to the concerned authorities for refunds, on genuine grounds, of certain portions of such duties and taxes paid by it and receives the allowable refunds. Such refunds contain the purchaser's share also (out of the payments already made by the purchaser to that supplier) and that should be refunded to the University.
- 15. **Delivery Period**: The item should the delivered to Central University of Jharkhand and within a time period 15 days & installation be completed within next 15 days. If any material is not delivered by the date specified therein, the University reserves the right, without liability, to cancel the order for undelivered material not yet shipped or tendered, and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by installment shall not be construed as obligatory unless agreed

upon by both the parties. The University shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party.

If the vendor is unable to complete performance at the time specified for delivery, by reason of strikes, labour disputes, riot, war, fire or other causes beyond the Vendor's reasonable control, the university at its option, may elect to take delivery of material and to pay such proportion of the contract price as deemed reasonable by the university.

- 16. **Rescheduling:** The University may without liability at least seven days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the Vendor (confirmed in writing within seven working days) of any necessary rescheduling.
- 17. Shipping, Packaging and Labeling: All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practices and where incorporated, the University's packaging specification. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit, including the final destination. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser. It is the sole responsibility of the vendor to provide/replace the item/goods, if it is lost or broken during the shipping or transportation due to whatever may be the reason. Vendor is responsible to ensure, by contacting the University, that the shipping has been properly done i.e., all the items/goods have properly reached the University.
- 18. **Inspection and Acceptance:** Material procured from vendor shall be inspected and tested by the University or its designee at vendors cost. If deemed necessary by the University, the Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the University during the performance of the order.
  - (a) If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the University may, by written notice to the Vendor:
    - i. rescind the purchase/supply order as to such non-conforming Material;
    - **ii.** accept such material at an equitable reduction in price;
    - iii. reject such non-conforming material and require the delivery of suitable replacements
  - (b) If the vendor fails to deliver suitable replacements promptly, the university, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned thereby, or terminate this order for default. No inspection (including source inspection) test, approval (including design approval) or acceptance of material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the University in this

article entitled INSPECTION is in addition to any other rights or remedies provided elsewhere in this order or in Law.

19. **Invoicing / Payments / Set-Offs:** After completion of supply against the purchase order, the Vendor shall send duplicate invoices including item number to the University's concern Department.

Payment of invoice shall not constitute acceptance of Material ordered and shall be subject to appropriate adjustment, if the Vendor failed to meet the requirements of this agreement. The University shall have right at any time to set-off any amounts due to the Vendor, (or any of its associated or affiliated companies) against any amounts owed by the university with respect to this agreement.

- 20. **Selection of the Bidder:** For the purpose of selection of the bidder, a single-stage bidding process will be followed. The response to the tender should be submitted in two parts viz. Technical Bid & Commercial Bid in one envelop.
- (a) **Technical Bid:** Technical bid should contain information regarding the company/firm registration details, Authorization letter, Clientele list (List of Users), Performance certificate from clients, self-declaration for not black listed, business turnover, experience and other details of the firm to judge the suitability of the bidder. Bidder must ensure the following conditions while going for the bidding:
- I. SPECIFICATIONS: Specifications are basic essence of the product/contract. It must be ensured that the offers must be strictly as per our specifications mentioned at technical specification section. At the same time it must be kept in mind that merely copying our specifications in the quotation shall not make the parties eligible for consideration of the quotation. A quotation has to be supported with the printed technical leaflet/literature of the quoted model of the item by the quoting party/manufacturer and the specifications mentioned in the quotation must be reflected /supported by the printed technical leaflet/literature. Therefore the model quoted invariably be highlighted in the leaflet/literature enclosed with the quotation.
- **II.** Non-compliance of the above shall be treated as incomplete/ambiguous and the offer can be ignored without giving an opportunity for clarification/negotiation etc. to the quoting party.
- **III.** OEM should be internationally/Nationally reputed Branded Company.
- **IV.** Copy of mandatory test reports, national testing/reliability and endurance test reports etc., certified or conducted at the manufacturing site, granted by the bureaus/quality control departments/national testing laboratories.
- **V.** Signed & Stamped compliance sheet of the technical specification of the offered equipment with technical printed literature must be enclosed with the technical bid in the prescribed format.
- VI. The bidder/OEM self-declaration stating that he/she is not banned/debarred or black listed by any Central/State Govt. of India/PSU/Organizations/Institutes in India or abroad in prescribed format.
- **VII.** University reserves the right to carry out a technical inspection and performance evaluation (benchmarking) of the offers, made by shortlisted vendors. The shortlisted vendors may be asked to come and give out presentation / demonstration.
- (b) **Price Bid/ Financial Bid:** Financial bid should contain price of the material required to be supplied as per Price Schedule **Annexure -B** as supplied by the University along with tender form,

duly filled and signed by the authorized person.

- 21. **Installation and Commissioning:** Free of cost at University. The OEM must ensure timely installation of the complete unit with necessary support to the indenters, as per details and lists to be made available by the Stores Section or the indenting Departments/ Centre/Schools.
- 22. Conditional Offer will not be accepted.
- 23. Rejection of Bids:
- (a) If bidders give wrong information in their bid, University reserves the right to reject such bids at any stage and forfeit the Earnest Money Deposit / Performance Bank Guarantee and cancel the order, if awarded.
- (b) If the technical offer contains any price information the offer will be summarily rejected.
- (c) Canvassing in any form in connection with the tender is strictly prohibited and the bids submitted by the bidder who resort to canvassing are liable for rejection.
- (d) Unsigned tenders/bids, unattested corrections and over writing by bidders are also liable for rejection.
- (e) Bids submitted without supporting documents as mentioned or required to submit with bids are liable to be rejected.
- (f) The Tenderers must confirm in their bid acceptance in full of the terms and conditions in this enquiry. Any non-acceptance or deviations from the terms and conditions must be clearly brought out. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this enquiry may render /liable the Quotation for rejection.
- 24. **Liquidated damages:** If vendor fails to deliver any of or all products or does not perform the services within the period specified in the contract, the University reserves the right to, without prejudice to its other remedies under the contract, deduct from the bill, a sum equivalent to 0.5 % of the price of undelivered stores at the agreed price for each week to maximum limit of 10% of the value of stores so undelivered. Once maximum is reached, the second party may consider termination of contract.
- 25. **Assignment / Subcontracting /sublet:** The Vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted /sublet any obligations or work hereunder without the prior written consent of the University.
- 26. **Cancellations of tender:** The University reserves Right to accept any Bid and to Reject any or all Bids: The Purchaser also reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, 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 Purchaser's action.

The University may cancel agreement entered with vendor in whole or in part, for no cause, upon written, FAX, or telex notice to the Vendor, effective when sent, provided such notice is sent ten (10) days prior to the delivery date, specified on the face of this order, in the event that the vendor:

- (a) fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
- (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all

of its property or assets; or

- (c) files a voluntary petition in bankruptcy; or
- (d) has had filed against it an involuntary petition in bankruptcy which remains in effect for thirty (30) days; or
- (e) voluntarily ceases trading; or
- (f) merges with or is acquired by a third party; or
- (g) Assigns any of its rights or obligations under the Order to a third party without the university's prior written consent.

Upon the occasion of any one of the aforesaid and in addition to any remedies which the university may have in Law or in Equity, the university may also cancel this order or any outstanding deliveries hereunder by notifying the Vendor in writing of such cancellation and the Vendor shall thereupon transfer title and deliver to the university such work in progress or completed material as may be requested by the university. The University shall have no liability to the Vendor beyond payment of any balance owing for Material purchased hereunder and delivered to and accepted by the university prior to the Vendor's receipt of the notice of termination, and for work in progress requested for delivery to the university.

#### 27. Warranty:-

- a. Three years onsite comprehensive warranty and also give the warranty declaration that everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship, transportation hazards, and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specifications. During the warranty period, replacement of any part of items or rectification of defects of works will be free of cost.
- b. Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the bidders need to supply all the goods in the specified form to the satisfaction / specifications specified in the order / contract and demonstrate at their own cost. The payments shall be made only after receiving the material in the required specifications and quality to the satisfaction of the University authorities.
- c. The Vendor shall warrants that any Material supplied hereunder shall conform to the generally recognized manufacturing and safety standards of the Vendor's industry as per Indian Standard Institution (ISI) or similar standard. The Vendor's specifications on performance as detailed in the Vendor's brochures, sales literature and other specifications as may be available to the university.
- d. Vendor should provide insurance up to the delivery point (on-site and not up to the nearest international airport) and until the time of installation.
- e. In addition to any other express or implied warranties, the Vendor warrants that the material furnished pursuant to this order will be:

Free from defects in design except to the extent that such items comply with detailed designs provided by the university; of merchantable quality and suitable for the purposes, if any, which are stated in the tender/quotation.

This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or

earlier termination of this order and such warranties shall be extended to the employees, students, and users of the material. Nothing herein, however, shall limit the University's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services.

Rights granted to the University in this article entitled WARRANTIES are in addition to any other rights or remedies provided elsewhere in this order or in Law.

- 28. **Compliance with Laws**: After acceptance of tender, successful bidder shall have to comply with the requirements of all the existing laws. The Vendor shall also have to comply with the Fair Labour Standards Act and the Occupational Safety and Health Act, and all other applicable laws, ordinances, regulations and codes in the Vendor's performance hereunder. The Vendor will have to indemnify and hold the University and its customers harmless from any loss or damage that may be sustained by the University, by reason of the Vendor's failure to comply with any laws, ordinance, regulations and codes.
- 29. **Law of the Contract:** The agreement entered with vendor shall be governed by and interpreted in accordance with the laws in existence and the Jurisdiction of Ranchi, Jharkhand.
- 30. The **OEM** (**Original Equipment Manufacturer**) should be an ISO-9000 or ISO-14001/BIFMA certified company with due credits to energy conservation and green earth compliance. While the above procedures lay down the overall guidelines, Central University of Jharkhand reserves the right to select the vendor based on other parameters, at its discretion.
- 31. <u>Arbitration</u>. In event of any question, dispute/ difference arising under this Contract/ agreement the same shall be referred to sole arbitrator, the Vice-Chancellor of CUJ or his nominee. The award of the arbitrator appointed by Vice-Chancellor shall be final and binding on both the parties. The provisions of Arbitration and Conciliation Act, 1996 shall be applicable.
- 32. **Settlements of disputes**, if any, with regard to providing services and interpretation of any clause in this agreement, the High Court of Jharkhand at Ranchi shall have the Jurisdiction.
- 33. <u>Final decision making authority</u>. The Vice Chancellor, Central University of Jharkhand, Ranchi reserves the right to accept or reject any application and to annul the tender process and reject any or all applications at any time, without assigning any reason or incurring any liability to the applicants.
- 34. <u>Assignment/ Subcontracting/ Sublet</u>. The Vendor shall not assign the order received, any rights under this agreement or to become due hereunder neither delegated nor subcontracted/ sublet any obligations or work hereunder without the prior written consent of the University.
- 42. <u>Letter of Transmittal</u>. The bidder should submit the letter of transmittal along with tender document.

#### **SECTION - VI**

#### **SPECIAL CONDITION OF CONTRACT**

- 1. **Effective Date of Warranty:** The warranty shall come into effect on the date of signatures of both the parties on the installation certificate (Effective Date) and shall remain valid until the completion of the obligations of the parties under the warranty. The deliveries supplies and performance of the services shall commence from the effective date of the installation of equipment.
- 2. Penalty for use of Undue influence: The firm/Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of CUJ or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contractor any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle CUJ to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the University or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of CUJ or to any other person in a position to influence any officer/employee of CUJ for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as CUJ may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by CUJ.
- Agents/Agency Commission: The firm/Bidder contractor/Supplier confirms and declares to CUJ that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of CUJ that the present declaration is in any way incorrect or if at a later stage it is discovered by CUJ that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the contractor will be liable to refund that amount to CUJ. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of Five years. CUJ will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by CUJ in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate.

#### 4. **Force Majeure clause:**

- (a) Neither party shall bear responsibility for the complete or partial non- performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- (b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- (c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- (d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- (e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

#### **TECHNICAL BID**

#### **FORM 'A': GENERAL INFORMATION**

### (Tenderer may use separate / additional sheet wherever required)

1	Name of the firm/ contractors/ agency	
2	Address of the firm/ contractors/ agency	
3	Mobile No.	
4	E-mail	
5	Registration Number and date of registration of company / cooperative / agency / SHG / Society, if any	
6	Year of Establishment	
7		
8	GST Registration no.	
9	PAN Card no.	
10		
11	Income Tax Return for last 03 FY 2017-18, 2018-19 & 2019-20.	
12	Are you manufacturing unit/OEM (Attach copy of license).	
13	service centre and proof of local dealership in Jharkhand	
14	Any other relevant information important in the opinion of the tenderer.	
15	Name and Mobile Number of senior executives, who can be contacted at any time.	

**Note**: Attach supporting documents for all the above mentioned details.

(Signature of the bidder with stamp of firm with Date)

# TECHNICAL BID

# **FORM 'B': TECHNICAL INFORMATION**

SI. No	Instrument Name	Technical Specific	Make/ Brand Name with modal no. (Mandatory)	Technical Spe. Complied (Yes/ No)	
1.	LAPTOP	Processor			
		Processor Make	Intel		
		Processor Generation	10		
		Number of Cores per Processor	4		
		Processor Base Frequency (GHz)	1.6		
		Processor Description	Intel Core i5		
		Processor Number	Intel Core i5 10210U		
		Out of Band Management	NA		
		Cache (MB)	6		
		Construction			
		Form Factor	Standard		
		Chassis Material	Alluminium		
		Hinges	Metallic		
		<u>Motherboard</u>			
		Expansion Slots (M Dot 2)	1		
		<u>Graphics</u>			
		Graphics Type	Integrated		
		Graphic Card Description	UHD Graphics		
		Size of VRAM in case of	128		
		Integrated Graphics (MB)			
		Operating System			
		Operating System (Factory Pre-Loaded)	Windows 10 Professional		
		Recovery Image Media	CD from the OEM/ Stored		
		00.0	in Partition		
		OS Certification	Windows		
		Memory	DDD (		
		Type of RAM	DDR4		
		RAM Size (GB)	8		
		RAM Speed (MHz)	2666		
		Total Numbers of DIMM Slots Available			
		Number of DIMM Slots populated			
		RAM Expandability up to (using spare DIMM Slots in GB)			
		<u>Storage</u>			

	T ( D.)	UDD COD	
	Type of Drives used to populated the Internal Bays	HDD, 88D	
	Number of Internal Bays	1	
	populated with HDD		
	Capacity of each HDD (GB)	1000@5400	
		rpm	
	Total HDD Capacity (GB)	1000	
	Number of Internal Bays	1	
	populated with SSD  Capacity of each SSD (GB)	256	
	1 , , ,	256 256	
	. , ,	256	
	Connectivity  Wireless Connectivity	YES	
	,		
	If yes, Type of Wireless Connectivity	Wi-Fi 802.11ac	
	Number of Ethernet Ports	1	
	If available, Type of Ethernet	10/100/1000	
	Port	on board	
		Integrated	
	Bluetooth Connectivity	YES	
	If Yes, Version of Bluetooth	5	
	Available		
	Ports	4	
	Number of USB version 2 point 0 ports	1	
	Number of USB Version 3		
	point 0/ 3 point 1, Gen 1		
	Ports Number of USB Type C	1	
	Ports		
	Number of HDMI Ports	1	
	<u>Display</u>		
	Display Size (Inch)	14	
	Display Type	Non Touch	
	Display Technology	LED HD	
		Backlit	
	Panel Technology	TN	
	Display Resolution (Pixels)	1366X768	
	Availability of Webcam	YES	
	integrated with Display	UD	
	If Yes, Resolution of webcam	пυ	
	Miscellaneous (D. 1)		
	Internal Speaker (Dual)	Yes	
	Headphone out	Yes	
	Microphone in	Yes	
	Type of Keyboard	Standard	
	Spill Resistant Keyboard	Yes	
	Pointing Device/ Touchpad	Touchpad	
		with multi-	
		touch gestures	
<u> </u>	1	gootaros	

	ardware Trusted Platform abled	Yes	
Ca	arry Case	Yes	
If y	es, type of carry case	Back pack	
Se	curity Lock Slot	Yes	
We (Kg	eight (Including Battery) g)	1.6	
Po	<u>ower</u>		
Ва	ttery Type	Integrated	
Ва	ttery Chemistry	Li-ion	
	ittery Capacity (Watt ours)	45	
Ва	ittery Backup time (hours)	12	
Wa	arranty		
Ва	ittery Warranty	3	
	n Site OEM Warranty ear)	3	

#### FINANCIAL BID / BOQ

#### <u>Price Quoted by firm/agency (in Rupees)</u> (<u>Including all taxes</u>)

## "Supply & Installation of 04 nos. of Laptops at Central University of Jharkhand, Ranchi."

SI. No.	Name of Items	Quantity	Make/ Model	Unit Rate	Total
1	Laptop	04 nos.			
2.	GST, as applicable				
3.	Grand Total (Inclusive of all taxes)				
4.	Grand Total (Inclusive of all taxes) (in Words)				
	Note:  (a) The Firm/Agency must be quoted unit rate.  (b) Order shall be placed on the party who quotes over all lowest Grand Total (Inclusive of all taxes).  (c) In case of confusion of unit rate against total price, unit rate will prevail forevaluation.  (d) In case of confusion in word and figures in quoted rate / total price of any item, rate / total price quoted in word will prevail. Similarly in case of confusion in word and figures in overall price, price quoted in words will prevail.  (e) The quantity of mentioned above items may be increase / decrease as per the requirement of the University.				revaluation. any item, rate / d and figures in

(Signature of the Bidder with stamp of Firm with Date)

#### **CERTIFICATE OF GUARANTEE / WARRANTY**

(To be given on Company Letter Head)

1. I / We,,	certify that the guarantee / warranty shall
be for a period of 3 years (as applicable) starting for	rom the date of satisfactory installation,
commissioning of Laptops at Central University of Jhark	hand, Ranchi and of the works conducted
therewith covered under the Supply order. During the	guarantee / warranty period, I/we shall
provide free "after sale service/ support" and the replace	ement of any part(s) of the equipment or
rectification of defects of work of the equipment will be	free of cost. The replacement of the parts
shall be arranged by us, at our own cost and responsible	ility. The benefit of change in dates of the
guarantee/ warranty period shall be in the interest of the	user/your organization.

- 1. We shall try to repair the equipment at University premises itself. However, the equipment will be taken to our site on our own expenses in case it is not possible to repair the same at University premises. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the University after repair. Any loss of equipment or its accessories under its charge on account of theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to University for such losses.
- 2. We guarantee that in case we fail to carry out the maintenance within the stipulated period, University reserves the right to get the maintenance work carried out at our risk, cost and responsibility after informing us. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest in accordance with the circumstances.
- 3. We undertake to perform calibration after every major repair/breakdown/taking the equipment for repair out of University premises.
- 4. We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.
- 5. In case of extended guarantee/Warranty, we undertake to carry out annual calibration of the equipment.
- 6. We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.
- 7. We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.
- 8. We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

(Signature of the Tenderer with stamp of firm with Date)

# TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

	Date:
To, The Registrar Central University of Jharkhand Brambe, Ranchi – 835 205	
Sub: Acceptance of Terms & Conditions of Tender.	
Reference No:	
Name of Tender / Work:	
Sir/Madam,	
I/ We have downloaded / obtained the tender document(s) for the "Tender/Work" from the web site(s) namely:	
<ol> <li>I / We hereby certify that I / we have read the entire terms and condocuments from Page No</li></ol>	aditions of the tender ts like annexure(s), I abide hereby by the organisation to have we mentioned tender ebarred by any Govt.  & correct and in the nen your department/rily reject the bid or
	Yours Faithfully,
(Signature of the Bidde	r, with Official Seal)