

**FOR THE PORTAL CENTRAL UNIVERSITY OF JHARKHAND (CUJ)**

**TENDER DOCUMENT FOR SUPPLY AND INSTALLATION  
OF  
DESKTOP COMPUTERS, LAPTOPS, LCD PROJECTOR  
800VA UPS AND MS OFFICE 2019**

**Tender Number: CUJ/P&S/PCCL/22/2019/07, Dated 13.01.2020**

**FOR**

**Online Advertised Tender  
(ONLY THROUGH E-TENDERING MODE)**

**झारखण्ड केन्द्रीय विश्वविद्यालय झारखण्ड, राँची, झारखण्ड**  
**CENTRAL UNIVERSITY OF JHARKHAND, RANCHI, JHARKHAND**

**INVITATION FOR TENDER FOR CENTRAL UNIVERSITY OF JHARKHAND**

Tender No: **CUJ/P&S/PCCL/22/2019/07, Dated 13.01.2020**

On behalf of Central University of Jharkhand (CUJ), Ranchi, invites Online Advertised Tender under two bid systems (**Technical and Financial**) for **Desktop Computers, Laptops, LCD Projector 800VA UPS and MS Office** **Items Code: Item 01, Item 02, Item 03, Item 04 and Item 05**

**Manual bids shall not be accepted.**

**SUBJECT : SUPPLY AND INSTALLATION OF DESKTOP COMPUTERS, LAPTOPS, LCD PROJECTOR 800VA UPS AND MS OFFICE.**

1. Tender documents may be downloaded from CUJ web site <http://www.cuj.ac.in/tenders.php> (for reference only), CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under:
- 2.

**CRITICAL DATE SHEET**

Published Date	<b>Pls. refer to</b> <b><a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></b>
Bid Document availability Start Date	
Bid Submission Start Date	
Bid Submission End Date	
Bid Opening Date	

**Earnest Money Deposit (EMD):**

**Tender EMD Exemption:** Under this clause the EMD should be given for the quoted items only (Remaining items EMD is not required).

**Tender EMD (Earnest Money Deposit):** In addition to Rs 1000/- , 3% (three percent)of the quoted price for each equipment/items in a separate sealed envelope by the way of Demand Draft in favour of **Registrar, Central University of Jharkhand, Ranchi** on any scheduled Bank payable at Ranchi. (For example – If the quoted Price of the equipment is Rs 10 Lac, the EMD @3% would be Rs 30,000/- plus Rs 1000/- )

1. The Hard Copy of original instruments in respect of tender Earnest money, original copy of affidavits, and credit facility certificate must be delivered to **I/C Purchase & Store, Central University of Jharkhand, Brambe, Ranchi-835205, Jharkhand** on or before bid opening

date/time as mentioned in critical date sheet. The soft copy of all the documents also is required to be uploaded. Tenderer/Bidder shall be liable for legal action for non-submission of original payment instrument like DD, Bank Guarantee etc., against the submitted bid. Bid without a valid EMD will be out-rightly rejected.

- a) The firms registered with NSIC/ MSME are exempted from the payment of EMD.
- b) Copy of valid certificate must be uploaded with technical cover.
- c) EMDs of remaining Bidders, except of the lowest Bidder (L1), shall be returned within a period of Thirty (30) days from the date of issuance of Letter of Award (LOA) to the Successful Bidder.
- d) The EMD of the lowest Bidder (Successful Bidder) shall be retained and will be returned after the submission of Security Deposit or Performance Bank Guarantee.
- e) No Interest shall be paid on EMD
- f) EMD shall be forfeited, in any of the following cases:
  - i. The Bidder withdraws its Proposal after the Proposal Due Date.
  - ii. The Successful Bidder fails to accept LOA within the stipulated period.
  - iii. The Successful Bidder fails to submit the Performance Bank Guarantee within the stipulated period and sign the Agreement.

2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> . Bidders/Vendors are advised to follow the instructions provided in the “Instructions for Online Bid Submission” for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>”.

Bid documents may be scanned with 75-100 dpi with black and white option, which helps in reducing size of the scanned document.

3. The tender must be valid for acceptance for a period of 180 days from the Technical Bid Opening Date.
4. The bidders may quote for all the equipments or single equipment depending upon their expertise and availability. Central University of Jharkhand reserves the right to purchase all the equipment from single bidder or may divide the orders in more than one bidder depending on the quoted rates, expertise and availability.
5. CUJ reserves the right to accept or reject or cancel or relax any part of the tender document, without assigning any reason thereof.
6. Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid, the results of their qualification as well as Price- Bid opening will be intimated later.

## **DOCUMENTS TO BE SUBMITTED BY THE BIDDERS**

### **Submission of Tender**

**The tender shall be submitted online in two parts (Technical Bid and Financial Bid).**

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

**The offers submitted by Post/Fax/email shall not be considered. No correspondence will be entertained in this matter.**

### **Technical Bid:**

The following documents are to be furnished by the Bidder along with Technical Bid as per the tender document:

- (i) Signed and scanned copy of Tender EMD document.
- (ii) Signed and scanned copy of appropriate value of valid registration certificate, PAN No and Tender Acceptance Letter (Annexure-1).
- (iii) Signed and Scanned copy of previous three years Income-tax / GST tax return,
- (iv) GST No, related Certificates.
- (v) Signed and scanned copy of Letter of Proposal as per Annexure-2.
- (vi) Signed and scanned copies of all other documents as mentioned under

**“Terms & Conditions” point No.7 (see Annexure-B).**

### **NOTE:**

- a) If the bid is incomplete and / or non-responsive, it will be rejected during technical evaluation. The bidder may not be approached for clarifications during the technical evaluation. So, the bidders are requested to ensure that they provide all necessary details in the submitted bids.
- b) If any price details are found in the Technical Bid, the offer will be summarily rejected.

### **PRICE BID**

- i) Schedule of price bid in the form of **BOQ\_XXXX.xls**
- ii) The PRICE PART shall contain only schedule of rates duly filled in. No stipulation, deviation, terms & conditions, presumptions etc. is permissible in price part of the bid. CUJ shall not take any cognizance of any such conditions and may at its discretion reject such price bid.
- iii) Prices should be given in INR currency only.

### **PERFORMANCE SECURITY**

- a) The Successful Bidder shall, for due and faithful performance of its obligations under the Tender Document provided to CUJ. A Performance Bank Guarantee equivalent to **5%** (five Percent) of the total cost should be submitted by the Successful bidder. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.
- b) The Performance Bank Guarantee shall be from any Scheduled Bank in favour of **“Registrar, Central University of Jharkhand”** payable at Ranchi.

- c) The Performance Bank Guarantee shall be provided by the Successful Bidder within **thirty (30) days** of issuance of LOA by CUJ. EMD shall remain in full force and effect; till the time the Performance Security is submitted by the Successful Bidder.
- d) Failure of the Successful Bidder to provide the Performance Bank Guarantee within thirty (30) days shall entitle CUJ to withdraw the LOA and the EMD will be forfeited. Further, the Successful Bidder may be debarred from participating in any other tenders of CUJ.

**SPECIFICATIONS FOR THE INSTRUMENT**

**Name of the Item:**.....

The system should be state of art facility, which should be capable to perform wider applications.

**Important:**

1. *Specify the year in which the company worldwide introduced the quoted model. Only one model must be quoted which conforms to the required specifications listed below. The quoted model should be well proven in Indian market and a list of users from India must be provided. A list of minimum five (03) places (Recognized Institutes, Central/state Universities, Government organizations) where the system is installed must be provided.*
2. *Please include the entire system with the essential accessories in the quote.*
3. *Few extra accessories that could be essential later on can be quoted separately.*
4. *The vendor/supplier must take full responsibility of the working of the entire system supplied.*
5. *It is essential to provide the compliance sheet along with the technical bid for all the specifications mentioned below. The compliance sheet should include the supporting documents related to each specification. Each supporting documented must be highlighted in the attached original booklets and their page numbers should be also mentioned in the compliance sheet. All supporting documents to be scanned and uploaded. The bid will not be considered if these are not provided.*
6. *Mention the exact specifications that will be provided for the system and not the range that is asked for.*

**1. Technical Specifications as per Enclosures - I****2. Warranty**

- a) The supplier should provide comprehensive warranty of all parts for at least **three (03) years from the date of installation**. All defective parts/malfunctioning hardware/software/lasers components should be replaced free of cost including visiting of service engineer, customs clearance and shipment charges (to and fro) towards the replacement.
- b) The supplier must provide a calibration kit if required.
- c) The supplier should have service engineers available in India (directly authorized by the manufacturer) to offer best after sales services. Demonstration of the model quoted is required (if needed) in nearest place of University. Supplier must mention clearly the room conditions required for the proper working of the instruments set up and suitably modify the room for the same.

**3. Item acceptance criteria**

- a) The quoted model should be well proven in the Indian market with good reference base. A list of minimum Three (03) places (Recognized Institutes, Central/State Universities, Government organizations) where the system is installed must be provided.
- b) Instrument to be fully installed and commissioned at CUJ, Ranchi, Jharkhand, India.
- c) All available features asked in this tender and other additional features offered should be mentioned and demonstrated.

#### 4. **Installation and training (should be included in the quoted price)**

- i. There should be minimum **of two visits per year** by trained authorized engineers during the warranty period. This is in addition to any emergency breakdown call during the warranty period.
- ii. Time to time hands on training/ workshops to selected faculty/students of the concern centre of CUJ should be provided.
- iii. Detailed service, operating, software and hardware manuals from the principals in English language to be provided.
- iv. Maintenance schedules of the different hardware components and accessories associated with the machine should be provided both in hardcopy and softcopy.

#### 5. **Spares**

All standard spares and accessories of all tools/kits to be supplied along with the kit.

#### 6. **Contact details**

- i. Details of contact person for clarification of technical details must be provided.
- ii. Details of service facility to be provided.

#### 7. **Delivery time**

The Items should be **delivered** and installed within **4-5 weeks** after issue of LOA/opening of LC.

#### 8. **Important note:**

- a) Please provide complete compliance sheet with technical bid and if there is any deviation from the mentioned specifications, the technical deviation sheet should be duly filled and highlighted in remarks. All features to be supported by documents and their page numbers in the original booklets to be mentioned. No bid would be considered if they do not provide supporting documents for each specification.
- b) Any items additionally required for the installation at concern Centre, CUJ must be quoted and supplied along with the instrument. In case the items are being provided free of cost it must be mentioned otherwise it should be quoted separately and included with the cost of the instrument.
- c) **All prices should be quoted FOR Central University of Jharkhand, Ranchi, Jharkhand. Necessary custom duty exemption certificates and relevant documents will be provided at the time of clearance.**
- d) The Items to be supplied with all necessary items completely towards the installation and commissioning by the vendor including required software.

## Terms and Conditions

1. Detailed information about the Items and their specifications are available in tender document, which can be downloaded from the University website [www.cuj.ac.in/php](http://www.cuj.ac.in/php)
2. Two bids system of tender will be adopted.
  - (i) **The Technical bid:** The bid containing technical specifications and eligibility documents.
  - (ii) **Financial bid:** Bid containing financial offer
3. Technical and financial bids should be submitted in separate covers through online mode only.
4. The Technical Bid and Financial Bid should be duly filled-up. These bids will be opened in two stages. The bid containing technical specifications, EMD and eligibility documents will be opened at first stage and if same is found according to required specifications, the bid containing financial offer shall be opened in second stage.
5. The **“Technical Bid”** shall contain all documents in support of quote equipments/items , their specifications, commercial terms & conditions and eligibility criteria and EMD as mentioned in the first page of tender document along with the page number for cited specifications in the company brochure for the particular item. Any price indication quoted for equipment in the technical bid will be liable for disqualification of the tender.
6. The **“Financial Bid”** shall contain price schedule only. The rates and units shall not be overwritten in the price schedule. The price shall be both in words and figures.
7. **Eligibility Criteria:** All the participating suppliers/firms or principal manufacturer should meet the following qualifying criteria. The firm should be a registered/authorized supplier for such supplies. **Following documents are required to be submitted with Technical Bid to qualify eligibility criteria:**
  - a) GST registration certificate.
  - b) PAN and TIN/GST number should be mentioned.
  - c) The firm/company should have experience of **at least three (03) installations** of name of the Item List to be provided. Satisfactory performance from at least three Institution/ University is also to be provided. If it is a new model and not installed in many places the reasons for not providing the required numbers should be given.
  - d) Audited copy of balance sheet with trading, profit & loss account for the last three financial years should be submitted. However, for vendors bidding for respective item(s) may submit unaudited financial statements. Income-tax clearance certificate>Returns for the last three years must be attached.
  - e) Name & address of branch offices & service centres after sales arrangements. Details of professional support and services extended.
  - f) **Earnest Money Deposit (EMD)** as mentioned on first page is required to be submitted along with the Technical Bid. If supply is not made within the prescribed period, EMD shall be forfeited.

**IMPORTANT: The University reserves the right to cancel any or all the tender without assigning any reason thereof. Earnest money deposited by the successful tender shall be converted to Bank Guarantee and is adjustable against the actual amount to be withheld as Bank Guarantee, which is 10% of the cost value but not later than the expiry of guarantee/warranty period.**



- g) Authorized signatory should sign on all pages. Bids without authorized signature bids will be rejected.
  - h) Minimum turnover for the last three years required to procure the equipments/items duly certified by the CA : Rupees 20 lakh, turnover for equipments/items costing less than 10 lakhs, Rupees Fifty Lakh for equipments/items costing less than 20 lakhs and 100 lakhs for above rupees 20 lakhs.
  - i) The bidder must be either sole Manufacturer of the equipments/items or the authorized agent/representative of the OEM. In the case of agent/representative, certified copy of the agency/authorization issued by the OEM should be enclosed with the tender. Proprietary Certificate, wherever applicable, should be supplied. Warranty period of the equipment/instrument/spares/items should be clearly specified.
  - j) The bidder shall have office in Ranchi or in Jharkhand and the firm must have sufficient numbers of qualified and experienced engineers. Supportive documents must be attached.
  - k) The agency shall provide undertaking on Non-Judicial stamp paper that –
    - i) It has not be barred or blacklisted by any of the Central/State PSU / Departments / Organizations/ Central or State Government;
    - ii) It will ensure fair trade practice;
    - iii) The proprietor/partners of the agency do not have any relative employed with Central University of Jharkhand, Ranchi, Jharkhand.
8. Offer should be sent by means as mentioned on front page. Tenders received through E- mails, FAX or by other means will not be considered.
  9. The technical bids will be opened on scheduled date and time. Bidders/authorized representatives of the bidders intending to attend the tender opening should intimate in advance.
  10. **All prices should be quoted for CUJ. Necessary custom duty exemption certificates and relevant documents will be provided at the time of clearance.** The total price should include all accessories required for final installation of the Equipments/items . Rates of imported goods should be quoted excluding custom duty, as this University is exempted from payment of custom duty (by letter of Department of Scientific and Industrial Research, Ministry of Science & Technology, GOI).
  11. The equipments/items should have USEPA/International/National validation Certificates, wherever applicable.
  12. Detailed specifications with the mention of make and model/Version of each item should be clearly given supported by the illustrated pamphlets wherever possible. Quotations without specified make and Model/Version and other particulars may be rejected. The payment will be made within thirty (30) days after the goods have been received, opened, checked, installed and found to be working satisfactorily as per the specifications and requirements. The accessories included in the Equipments/items should also be clearly mentioned.
  13. Losses or damage in transit will be borne by the Supplier. The supplier may, if he so desires, get the goods insured and include such charges in the tendered rate.
  14. Offered prices should be valid at least for 180 days from the Technical Bid Opening Date.
  15. All legal proceedings, if necessity arises to the University may be any of the parties (University or Contractor/Supplier) shall have to be lodged in the courts situated at Ranchi.
  16. (a) The equipments/items shall be supplied within a period of **4-5 weeks** from the date of opening of LC failing which EMD shall be forfeited.  
 (b) The installation work shall be completed within a period of **7-15 days** of the arrival/receipt of the equipment.

(c) The Penalty: **if** the bidder fails to comply the 16(a) and 16(b) conditions. The Competent Authority may, at his discretion, allow an extension in time subject to recovery from the bidder as agreed liquidated damages, and not by way of penalty, a sum equal to the percentage of the value of tender amount which the bidder has failed to supply for period of delay as stated below:-

- i) Delay up to one week: 1%
- ii) Delay exceeding one week but not exceeding two weeks: 2%
- iii) Delay exceeding two weeks but not exceeding one month: 5%
- iv) Delay exceeding one month for each month 5% and part there of subject to maximum 10%

(d) In case of failure to supply the goods within stipulated delivery period and in accordance with the specifications given in the quotations, the University shall be free to cancel the order.

17. Supply of the placed order in part will not be accepted.

18. **The University's term for payment: Payments:** The Central University of Jharkhand shall receive all bills for payment of supplies made. Before authorizing payment the bill shall be verified by that division with reference to the copies of the acceptance of tender, receipt vouchers and other relevant records including inspection notes. The bill with pay order and the usual certificate of receipt of stores in good condition, duly recovered thereon, will then be passed on to the Accounts section which will arrange payment within 30 days after receipt of the bill.

**A) Terms of payment for Indian suppliers:**

The normal 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. The supplier will have to submit a bank guarantee @ 10 % of the cost of the item(s) to be purchased within 30 days of the receipt of the supply order positively, which will be kept for the duration of the guarantee/warranty period of the equipment(s), covering their comprehensive guarantee/warranty. Performance Security should remain valid for a period of **sixty days** beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

**b) Terms of payment for foreign suppliers:**

Payment equal to 80 % of total C.I.F., CUJ, Ranchi, value of stores will be made to the foreign suppliers through letters of credit to be opened by the concerned bankers on presentation of air lifting of documents, manufacturer's warranty/guarantee and inspection certificate for testing at works/test certificate of manufacturers. The balance payment will be released / made within thirty (30)days in form of FDD after completion of all the obligations of this contract. However, before making this payment, bank guarantee of 10 %of total order value will be submitted by the supplier for the duration of the guarantee/warranty period of the equipment(s), covering their comprehensive guarantee/warranty period. Performance Security should remain valid for a period of **sixty days beyond** the date of completion of all contractual obligations of the supplier including warranty obligations.

19. No revision of price bid will be allowed once the price bids are opened. In case firm/company quoted in foreign currency the price will be converted into Indian Rupee at the conversion rate on the basis of the last day of the bid submission.
20. Guarantee/warranty certificate against all the **equipments/items** developed defects covering guarantee/warranty period, which commences from the date of successful installation & commissioning of supplied **equipments/items** at our site.
21. Inspection certificates of the equipments/items inspected by the qualified engineer of the manufacturer and packed in accordance with the terms and conditions of this order must be enclosed.
22. During the guarantee/warranty period whenever the firm is called upon to attend to the rectification of the defects/faults in the consignments, the firm shall attend to the repair work **within 2 to 3 days at no extra cost**. They should render timely back up service whenever called upon. A certificate to the effect should be attached to the tender.
23. A certificate to the effect that Equipments/items supplied is fully operational and no additional accessory or **spare** is required to fully functioning **of** the Equipments/items should be issued along with the Packing Slip/delivery challans /invoice. CUJ reserves the right to refuse payment in the event of not furnishing this certificate at the time of supply.
24. Complete user, technical and service manuals/installation drawings/documentation and spare parts catalogue are to be provided along with the supply of the item.
25. Failure to comply with all the terms and conditions mentioned herein would result in the tender being summarily rejected.
26. Vendors are informed that once the firms are shortlisted based on the eligibility criteria and technical specifications, only then the financial bids of the firms meeting eligibility criteria, technical specifications / requirements would be opened.
27. Conditional tenders will not be accepted.
28. Any cutting and overwriting in the financial bid will not be accepted.
29. CUJ reserves the right to change the order quantity or split the orders among multiple vendors without assigning any reason (s) whatsoever.
30. **CUJ reserves the right to reject any or all the tenders without assigning any reasons whatsoever.**

## **STANDARD CONDITIONS OF TENDER**

The Bidder, is required to give confirmation of their acceptance of the Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e Contractor/Supplier in the contract) as selected by CUJ. Failure to do so may result in rejection of the Bid submitted by the Bidder/firm.

**1. Law:**

The Contract shall be governed by and interpreted in accordance with its terms and conditions and the existing Indian Laws.

**2. Effective Date of Contract:**

The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries supplies and performance of the services shall commence from the effective date of the contract.

**3. Arbitration:**

All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration by appointing an arbitrator with mutual consent of both the parties and the award of the Arbitrator shall be final and binding upon the parties as per the Arbitration and conciliation Act 1996. The arbitral proceedings shall be held at **Ranchi and Civil/High Courts at Ranchi** shall have exclusive jurisdiction to try the matter.

**4. 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 offence 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.

**5. 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.

**6. Access to Books of Accounts:**

In case it is found to the satisfaction of CUJ that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of CUJ shall provide necessary information/inspection of the relevant financial documents / information.

**7. Non-disclosure of Contract documents:**

Except with the written consent of CUJ, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

**8. Termination of Contract:**

CUJ shall have the right to terminate this Contract in part or in full in any of the following cases:-

- The delivery of the equipment/services is delayed for causes not attributed to Force Majeure for more than 30 days after the Award of Supply/work order
- The contractor is declared bankrupt or becomes insolvent.
- The delivery of services is delayed due to causes of Force Majeure by more than 1 month provided Force majeure clause is included in contract.
- At any stage CUJ noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual / company etc.

**9. Notices:**

Any notice required or permitted by the contract shall be written in the Hindi/English language and may be delivered personally or may be sent by email addressed to the last known address of the party to whom it is sent.

## **10. Transfer and Sub-letting:**

The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

## **11. Patents and other Industrial Property Rights:**

The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The firm shall indemnify CUJ against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The firm shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

## **12. Amendments:**

No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

## **13. Duties & Taxes:**

- Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to CUJ by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- If it is desired by the Bidder to ask for GST/Service Tax to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST/Service Tax and no liability will be developed upon CUJ,
- On the Bids quoting **Service tax /GST extra**, the rate and the nature of Service Tax applicable at the time of supply should be shown separately. Service Tax will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to Service tax and the same is payable as per the terms of the contract.

## **PRE-INTEGRITY PACT CLAUSE:**

An "Integrity Pact" would be signed between CUJ& firms. This is a binding agreement between CUJ and firms for specific contracts in which CUJ promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts will **agree with CUJ** to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- (a) A pact (contract) between the CUJ (the authority or the "principal") and those companies submitting a tender for this specific activity (the "Bidder");

- (b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- (c) A statement by each Bidder that it has not paid, and will not pay, any bribes;
- (d) An undertaking by each Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- (e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- (f) Undertaking on behalf of a Bidding company will be made "in the name for and on behalf of the company".
- (g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
- Denial or loss of contracts;
  - Forfeiture of the bid security and performance bond;
  - Liability for damages to the principal and the competing Bidders; and
  - Debarment of the violator by the Principal for an appropriate period of time.
- (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviours and compliance program for the implementation of the code of conduct throughout the company.
- (i) If a firm quotes 'Nil' charges/considerations the bid shall be treated as unresponsive and will not be considered in terms of the O.M No. 29(1)/2014 PPD dated 28.1.2014 of the Ministry of Law/MoF.
- (j) Any claims, disputes or differences arising out of or in connection with this contract and which cannot be settled by mutual consultation, shall be referred to an arbitrator appointed by the Vice-Chancellor. The award of arbitrator shall be final and binding upon the parties of the contract. The arbitral procedures shall be governed by the Arbitrator and Conciliation Act, 1996 and shall be conducted in CUJ.
- (k) All or any claim(s), dispute(s) or difference (s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at Ranchi Only.



## **IMPORTANT NOTICE**

1. An incomplete and /or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website <http://www.cuj.ac.in/Tenders/php>, CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in **CRITICAL DATE SHEET** as above.
3. **Manual bids shall not be accepted.**
4. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor are advised to follow the instructions provided in the "Instructions to the Contractors/Tenderer" for the e-submission of the bids online through the Central Public Procurement Portal for eProcurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the CUJ <http://www.cuj.ac.in/tenders/php> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with CUJ.
6. Intending tenderers are advised to visit again CUJ website <http://www.cuj.ac.in/Tenders/> and CPPP website <https://eprocure.gov.in/eprocure/app> at least 2 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
7. Bid should be valid for 120 days from the Technical Bid Opening Date.



**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:.....

To,

.....  
.....  
.....

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:.....**

**Name of Tender / Work: .....**  
.....  
.....

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned "Tender/Work" from the web site(s) namely:  
.....  
.....  
as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No.....to .....(including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation to have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

**(Signature of the Bidder, with Official Seal)**

**(LETTER OF PROPOSAL)**  
**[On the Letter Head of the Bidder]**

Date: .....

To,

.....  
.....  
.....

**SUB : Item Name..... Item Code.....CUJ, Ranchi**

Sir,

Being duly authorized to represent and act on behalf of..... (hereinafter referred to as("the Bidder"), and having reviewed and fully understood all the qualification requirements and information provided, the undersigned hereby expresses its interest Supply and Installation of ....., CUJ, Ranchi.

We are enclosing our Proposal, with the details as per the requirements of the tender Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in all respect. We hereby also confirm the following:

1. The Proposal is being submitted by us, ..... (name of the Bidder), who is a single entity, in accordance with the conditions stipulated in the Tender Document.
2. We have examined in detail and have understood the terms and conditions stipulated in the tender Document issued by CUJ and in any subsequent communication sent by CUJ. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the Tender Document or in any of the subsequent communications from CUJ.
3. We confirm that there are no conditions in our **“Technical Proposal”** and **“Price Bid”**.
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the Tender Document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.
5. We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Technical & Price Bid and as required for qualification requirements and information provided, the undersigned hereby expresses its interest Supply and Installation of ....., CUJ, Ranchi, in the event that we are finally selected.
6. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of **180** days from the Technical Bid Opening Date.

Thanking You,

Yours Sincerely,

For and on behalf of : ..... (Name of the Bidder and the Seal/Stamp)  
 Signature : ..... (Authorized Representative & Signatory)  
 Name of the Person : .....  
 Designation : .....

## **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC“s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “**My Tenders**” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in **PDF / XLS / RAR / DWF/JPG formats**. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents, which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “**Other Important Documents**” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders“ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall,

the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i. e., after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message& a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**Mail - [support-eproc@nic.in](mailto:support-eproc@nic.in)**

## Enclosure-I

Sl. No.	Item Code	Name of the Items	Technical Specification	Make/ Brand Name. (Mandatory)	Qty.
01	Item 01	<b>DESKTOP COMPUTER</b>	<p><b>Processor :</b> Intel® 8th Generation Core i5 8500 or higher,</p> <p><b>Chipset :</b> All chipset better and higher than Intel H370 will be accepted,</p> <p><b>Motherboard :</b> OEM Motherboard with OEM Certified,</p> <p><b>Memory :</b> 8 GB DDR 4 RAM expandable to 32GB; Two DIMM slots; Non-ECC dual-channel up to 2666 MHz,</p> <p><b>Hard Disk Drive :</b> 1TB 3.5 inch serial ATA, 7200 RPM with prefailure alert indication,</p> <p><b>Optical Drive:</b> 8x or higher DVD R/W Drive,</p> <p><b>Graphics :</b> 2 GB Dedicated,</p> <p><b>Audio :</b> High Definition Integrated Audio with Internal Speaker,</p> <p><b>Ethernet :</b> Integrated Gigabit (10/100/1000 NIC) LAN &amp; inbuilt wifi,</p> <p><b>Slots:</b> PCI Slot - 1 No., PCIe X 16 - 1 No., PCIe X 1 - 1 No., M.2 Slot - 2 No.</p> <p><b>Bays :</b> (2) 3.5" Internal drive bays and (1) ODD bay,</p> <p><b>Ports:</b> Minimum 8 USB Ports (4 USB 3.1 Gen 1, 4 USB 2.0) out of which 2 USB ports in front. (1) HDMI Port, Integrated media card reader, (1) RJ-45 network connector, (1) RS-232 serial port, 1 universal audio jack for headphone&amp; MIC, 1 audio line in, 1 audio line out.,</p> <p><b>Form Factor:</b> Tower.,</p> <p><b>SMPS :</b> 300W or higher power supply with 90% efficiency or higher.,</p> <p><b>Keyboard/Mouse :</b> USB 104 keys keyboard (Same make as PC) USB 2 Button Scroll Mouse (Same make as PC),.</p> <p><b>Operating System :</b> Genuine Microsoft Windows 10 Pro 64-bit with original key (Perpetual paper licence key),</p> <p><b>Diagnostic Tool :</b> BIOS Diagnostics.,</p> <p><b>Security :</b> TPM 2.0 Security Chip, SATA port disablement (via BIOS), Serial, USB enable/disable (via BIOS), Optional USB Port Disable at factory (user configurable via BIOS), Removable media write/boot control, Power-On password (via BIOS), Administrator password (via BIOS), Setup password (via BIOS), Support for chassis padlocks and cable lock devices</p> <p><b>Compliance And Certification :</b> Energy Star ver 6.1 for the given form</p>		150 nos.

			<p>factor of desktop &amp; monitor EPEAT certified in India for the given form factor of desktop &amp; Monitor FCC, CE, RoHS Certificate for quoted desktop &amp; Monitor UL Certificate, Windows certificate, ISO 9001, 14001,20001,27001 for OEM.</p> <p><b>System/Chassis Weight</b> : Weight should be upto 7 KG.,</p> <p><b>Information Accessibility:</b> Product details, Technical specifications and brochure of the Model with images should be available to public on OEM's official website for verification.,</p> <p><b>Support:</b> Drivers should be available for download from OEM site for at least 3 years from the date of purchase order.,</p> <p><b>Monitor</b> : 19.5" LED Backlit with resolution of 1600 x 900 or higher with HDMI Ports, TCO 8.0 and display port.,</p> <p><b>Warranty</b> : 3 years On site comprehensive OEM warranty, can be upgradable two (02) years.</p>	
02	Item 02	LAPTOP	<p><b>Processor</b> : Intel® Core™ i7 8<sup>th</sup> Generation,</p> <p><b>Graphics</b> : Integrated.,</p> <p><b>Operating System</b> : Genuine Microsoft Windows 10 Pro with original key (Perpetual paper licence key),</p> <p><b>Memory</b> : 8 GB DDR4</p> <p><b>RAM Expandability up to (using spare DIMM Slots in GB)</b> : 32GB.,</p> <p><b>Storage</b> : 256 GB SSD.,</p> <p><b>Connectivity</b> : WiFi and Bluetooth of minimum 4.2 version.,</p> <p><b>Ports</b> : Internal HDMI (No Adapter), minimum 3 USB 3.1 &amp; 1 usb 2.0, (Minimum 1 powered port and 1 Type C).,</p> <p><b>Display</b> : 14 Inch Anti-Glare LED of minimum 1366 X 768 resolution.,</p> <p><b>Availability of Webcam integrated with Display</b> : HD.,</p> <p><b>Security</b> : Security Lock Slot, TPM 2.0.,</p> <p><b>Miscellaneous:</b> Finger Print Reader, Spill Resistant Keyboard, Integrated Dual Array Microphone.,</p> <p><b>Weight (Including Battery) (Kilogram)</b> : Less than 1.7Kg.,</p> <p><b>Power and Battery</b> : Minimum 40 Watt Hour with minimum 10 Hour Battery Back Up or higher. Battery should be integrated.,</p> <p><b>Certification:</b> UL, FCC, Energy Star and EPEAT Certificate.,</p> <p><b>Warranty:</b> 3 years On site comprehensive OEM warranty, can be upgradable two (02) years.</p>	125 nos.

03	Item 03	LCD PROJECTOR	<p><b>Type of display</b> : Poly-silicon TFT active matrix <b>Resolution</b> : 1024 × 768 pixels (XGA) or higher <b>Bright Link</b>:1280 × 800 pixels (WXGA) or higher, <b>Lens</b> : F= 1.80, Focal length: 3.71 mm or higher, <b>Brightness</b> : Normal Power Consumption mode: White light output 2600 lumens (ISO 21118 standard), Color light output 2600 lumens, ECO Power Consumption mode: White light output 1800 lumens (ISO 21118 standard), <b>Contrast ratio</b> : 3000 to 1 with Auto Iris on and Normal Power Consumption mode, <b>Image size</b> : 60 to 100 inches (1.52 to 2.54 m), <b>Projection distance Tele</b> : 1.2 M(116 inch), <b>Projection distance Tele Wide</b> : 0.5 m (53 inch), <b>Optical aspect ratio</b> (width-to-height) : 16:10, <b>Focus adjustment</b> : Manual, <b>Zoom adjustment</b> : Digital, <b>Zoom ratio</b> (Tele-to-Wide) : 1:1.35, <b>Internal sound system</b> : 16 W monaural, <b>Noise level</b> : 35 dB (Normal Power Consumption mode), 28 dB (ECO Power Consumption mode) <b>Keystone correction angle</b> : Vertical: ± 7° Horizontal: ± 5°, <b>USB-B port compatibility</b> : USB 1.1 and 2.0 compliant for USB display or external mouse <b>USB-A port compatibility</b> : One USB 1.1 and 2.0 compliant port for USB device input or document camera display <b>Warranty</b>: 3 years On site comprehensive OEM warranty</p>		15 nos.
04	Item 04	UPS	<p><b>UPS</b> : 800VA, 480watts UPS with High Reliability., Cold Start Function., Off-Mode Charging., Longer Battery Life, Overload, Discharge/Overcharge Protections, Wide Input Range 140~300V AC., Boost and Buck AVR-For Voltage Stabilization., Auto Restart while AC is recovering., Input Voltage Range: 140 V ~ 300 V AC, Frequency: 50 Hz ± 10%, Output Voltage: 230 V ± 10%, Transfer Time: Typical 4~8ms, Waveform (Battery Mode): Modified Sine Wave, Battery Type: Sealed Maintenance Free. <b>Warranty</b>: 3 years On site comprehensive OEM warranty.</p>		150 nos.
05	Item 05	MS Office	<p><b>Microsoft Office 2019 Pro with Life time or higher version with original license Key (Perpetual Paper License Key)</b></p>		350 nos.