

PUNYASHLOK AHILYADEVI HOLKAR SOLAPUR UNIVERSITY, SOLAPUR



NAAC Accredited-2015
'B' Grade (CGPA 2.62)

E - Tender

For

PURCHASE OF WORKSTATION

(Pages 01 – 30)



Punyashlok Ahilyadevi Holkar Solapur University, Solapur

E-Tender Form

PURCHASE OF WORKSTATION

1. Name of Bidder :
2. Full Address :
3. Mobile no/e-mail ID :
4. E-Mail ID :
5. G.S.T. No. :
6. PAN No. :

Authorized Signatory:

Name:

Designation:



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Web – <http://su.digitaluniversity.ac>

e-tender notice, 2019-2020

PAH Solapur University, Solapur-413 255 (Tel. and Fax. 0217-2744771/78 (ext-198))

PAH Solapur University, Solapur invites e - tender for the purchase of “WORKSTATION” from manufacturer / authorized dealer. The detail of e-Tender is as follows

Description of Workstation	EMD amount	Cost of e-Tender form
WORKSTATION	50,000/-	3,000/- (non-refundable)

e- Tender Time Table

1	e-Tender Publishing Date	Date 02/07/2019 Time 04:00 p.m.
2	Tender Sale/Download Start Date and Time	Date 02/07/2019 Time 04:00 p.m.
3	Bid Submission Start Date and Time	Date 02/07/2019 Time 04:00 p.m.
4	Closing date and time of e-Tender	Date 22/07/2019 Time 04:00 p.m.
5	Date and place of online opening of e-Tender (Bid Opening Date)	Date 25/07/2019 Time 04:00 p.m. PAH SOLAPUR UNIVERSITY, SOLAPUR, Solapur Pune-National Highway, Kegaon, Solapur 413 255. Telephone- 0217-2744771/78 (ext-272).



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SECTION - A

MAIN TENDER DOCUMENT

Name of work: Providing “Workstation”

TENDERING PROCEDURE

1. GUIDLINE TO BIDDER ON THE OPERATION OF ELECTRONIC TENDERING SYSTEM OF PAH SOLAPUR UNIVERSITY, SOLAPUR.

1.1 BLANK TENDER FORMS

Tender form can be downloaded from the e-tendering portal Government of Maharashtra i.e. <http://www.mahatenders.gov.in> after entering the details of payment towards tender fees as per the Tender Schedule.

1.2 The prospective tenderers are free to ask for any additional information or clarification either in writing or orally concerning the work, and the reply to the same will be given by the Project Investigator, PAH Solapur University, Solapur-413 255 and the same will be made available on e-tendering portal of Government of Maharashtra i.e. <http://www.mahatenders.gov.in> and this clarification referred to as common set of conditions/deviations (C.S.D.), shall form part of tender documents and which will also be common and applicable to all tenderers.

1.3 The tender submitted by the renderer shall be based on the clarification and shall be

unconditional. Conditional tenders will be summarily REJECTED.

1.4 All tenderers are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as no responsive.

1.5 Tenderers should have valid class II/III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to www.mahatenders.gov.in and follow the procedure mentioned in the document 'Procedure for application of digital certificate'.

1.6 For any assistance on the use of Electronic Tendering System (ETS), users may call the number: 24x7 Help Desk Toll FREE No-1800 – 3070– 2232.

1.7 Tenderers should install the mandatory components available on the home page of www.mahatenders.gov.in under the section 'Mandatory Components' and make the necessary Browser Settings provided under section 'Internet Explorer Settings' <https://www.mahatenders.gov.in>.

2. PRE-REQUISITES TO PARTICIPATE IN THE TENDERS PROCESSED BY PAH SOLAPUR UNIVERSITY, SOLAPUR.

2.1 ENROLMENT AND EMPANELMENT OF CONTRACTORS ON ELECTRONIC TENDERING SYSTEM:

The contractors interested in participating in the Tenders of PAH Solapur University, Solapur process by using the Electronic Tendering System shall be required to enroll on www.mahatenders.gov.in the Electronic Tendering System to obtain user ID.

After submission of application for enrolment on the system, the application information shall be verified by the authorized representative of the service provider. If the information is found to be complete, the enrolment submitted by the contractor shall be approved. The contractors may obtain the necessary information on the process of enrolment either from Helpdesk Support team or enroll directly on web site www.mahatenders.gov.in.

2.2 OBTAINING A DIGITAL CERTIFICATE

The digital certificates are issued by an approved Certifying Authority Authorized by the Controller of Certifying Authorities of Government of India through their Authorized Representatives upon receipt of documents required to obtain a Digital Certificate. Bid data/information for a particular Tender may be submitted only using the Digital Certificate which is used to encrypt the data during the Bid preparation. In case, during the process of preparing and submitting a Bid for a particular tender, the contractor loses his/her Digital Signature Certificate (i.e. due to virus attack, hardware problem, operating system problem); he / she may not be able to

submit the Bid online. Hence, the Users are advised to store his / her Digital Certificate secure and if possible, keep a backup at safe place under adequate security to be used in case of need.

In case of online tendering, if the Digital Certificate issued to an Authorized User of a partnership firm is used for signing and submitting a bid, it will be considered equivalent to a no objection certificate / power of attorney to that user to submit the bid on behalf of the partnership Firm. The partnership firm has to authorize a specific individual by an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner is required to authorize in the same form.) to use the digital certificate as per Indian Information Technology Act, 2000.

Unless the Digital Certificate is revoked, it will be assumed to represent adequate authority of the Authorized user to bid on behalf of the firm for the tenders processed on the Electronic Tender Management System of Government of Maharashtra as per Indian Information Technology Act, 2000. The Digital signature of this authorized user will be binding on the firm. It shall be the responsibility of partners of the firm to inform the certifying authority or sub-certifying authority, if the Authorized user changes, and apply for a fresh Digital Signature Certificate. The procedure for application of a Digital Signature Certificate will remain the same for the new authorized user.

The same procedure holds true for the Authorized Users in a Private / Public Limited Company. In this case, the Authorization Certificate will have to be signed by the Director of the Company or the reporting authority of the applicant. For information of the process of application for obtaining Digital Certificate, the contractors may visit the section 'Digital Certificate' on the home page of the electronic tendering system.

2.3 RECOMMENDED HARDWARE AND INTERNET CONNECTIVITY

To operate on the electronic tendering system, the contractors are recommended to use computer system with at least 1 GB RAM and broadband connectivity with minimum 512 kbp band width, windows 7.0, Java 6.10 and I.E.7.0 and above.

2.4 To operate on the electronic tendering system of Government of Maharashtra, the computer system of the contractors is required be set up. The contractors are required to install utilities available under the section mandatory installation components on the home page of the system. The utilities are available for download freely from the above mentioned section. The contractors are requested to refer to the e-Tendering toolkit for Bidders available online on the home page to understand the process of setting up the system, or alternatively, contact the helpdesk support team on information / guidance on the process of setting up the system.

3. STEPS TO BE FOLLOWED BY CONTRACTORS TO PARTICIPATE IN THE e-TENDERS PROCESSED BY MAHATENDERS

3.1 PREPARATION OF ONLINE BRIEFCASE

All contractors enrolled on the Electronic Tendering System of Government of Maharashtra are provided with dedicated briefcase facility to store documents/files in digital format. The contractors can use the online briefcase to store their scanned copies of frequently used documents/files to be submitted as a part of their bid response. The contractors are advised to store the relevant documents in the briefcase before starting the Bid Preparation and submission stage. In Case, the contractors have multiple documents under the same type (e.g. multiple work completion certificates) as mentioned above, the contractors advised to either create a single pdf file of all the documents of same type or compress the documents in a single compressed file in zip or rar formats and upload the same. It is mandatory to upload the documents using the briefcase facility. Therefore, the contractors are advised to keep the documents ready in the briefcase to ensure timely bid preparation.

Note: Uploading of documents in the briefcase does not mean that the documents are available to PAH Solapur University, Solapur at the time of tender opening stage unless the documents are specifically attached to the bid during the online bid preparation as well as during decryption.

3.2 ONLINE VIEWING OF DETAILED NOTICE INVITING TENDERS

The contractors can view the detailed tender notice along with the time schedule (Key Dates) for all the live tenderers released by PAH Solapur University, Solapur on the e-Tendering portal on <http://www.mahatenders.gov.in> under the organization of PAH Solapur University, Solapur.

3.3 DOWNLOAD OF TENDER DOCUMENTS

The Pre-qualification/Main Bidding documents are available for free downloading. However to participate in the online tenderer, the bidder must purchase the bidding documents online by filling up details of demand draft (DD) towards the cost of tender form fee.

3.4 ONLINE BID PREPARATION

Submission of bids will be preceded by online bid preparation and submission of the digitally signed within the tender time schedule (Key dates) published in the detailed notice inviting tender. The bid data is to be prepared in the templates provided by the tendering authority of PAH Solapur University, Solapur. In the up loadable document type of templates, the contractors are required to select the relevant document/compressed file (containing multiple documents) already uploaded in

the briefcase.

3.5 SHORT LISTING OF CONTRACTORS FOR FINANCIAL BIDDING PROCESS

The tendering authority will first open the technical bid documents of all contractors and after scrutinizing these documents will shortlist the contractors who are eligible for Financial Bidding Process. The short listed Contractors will be intimated by e-mail.

3.6 OPENING OF THE FINANCIAL BIDS

The contractors must be present in the office of the Tender opening authority at the time of opening of Financial Bids. However, the results of the Financial Bids of all contractors shall be available on the PAH Solapur University, Solapur e-Tendering Portal immediately after the completion of opening process.

3.7 TENDER SCHEDULE (KEY DATES)

The contractors are strictly advised to follow the dates and times allocated to each stage under the column “Contractor Stage” as indicated in the Time Schedule in the detailed tender notice for the Tender. All the online activities are time tracked and the electronic tendering System enforces time-locks that ensure that no activity or transaction can take place outside the start and end dates and time of the stage as defined in the tender schedule. At the sole discretion of the tender authority, the time schedule of the tender stages may be extended.

4. SUBMISSION OF DOCUMENTS AND TENDER OPENING:

4.1 COVER I: DOCUMENTS TO BE UPLOADED AT THE TIME OF ONLINE SUBMISSION.

Scanned copies of the following documents shall be uploaded by the bidder in Cover No.1 at the time of online submission of the bid:

4.1.1 Transfer of Rs. 3,000/- (Rs. Three Thousand only) through online system for the amount of Tender Fee which is non-refundable.

4.1.2 Transfer of Rs. 50,000/- (Rs. Fifty Thousand only) through online system for the amount of earnest money deposit (EMD). (Refundable)

4.1.3 Valid certificate of Registration under Shops & Commercial Establishments Act, 1948/company Act 1956, duly renewed, with the registration certificates of company/ partnerships firm/proprietorships.

4.1.4 Valid GST registration certificate of the bidder.

4.1.5 IT returns of last three year Ay (2016-17, 2017-18 & 2018-19)

4.1.6 Audited B/S of last 3 year Fy (2016-17, 2017-18 & 2018-19)

or C.A. Certificate regarding annual turnover for year Fy (2016-17, 2017-18 & 2018-19)

& Rs. 5,00,000/- (Five Lakhs only)

4.1.7 Client list and work done list.

4.1.8. Seal and Sing. On – (Annexure I) Technical specification of Workstation.

4.1.9. Vendor must submit Compliance statement in tabular form comparing each specification of the quoted item with that given in the Annexure I.

4.1.10. Manufactures Authorization Form–(Annexure II)

4.1.11. BID form–(Annexure III)

4.1.12. Service support details–(Annexure IV)

4.1.13. Forwarding letter–(Annexure V)

4.2 COVER II: FINANCIAL BID

The Tenderer shall quote his financial offer duly signed in terms of item rates at the appropriate place of tender template in Excel Format File ‘Workstation BoQ’ (Annexure-VI). It shall be filled in COVER No.2 (In the Online Excel Format File ‘Workstation BoQ’ form only). The Tenderer should not quote his financial offer anywhere directly or indirectly in Envelope No.1. The bidder shall quote for the work as per details given in the Tender document and also based on the detailed set of conditions issued/additional stipulations made by the PAH Solapur University, Solapur and made available to him on www.mahatenders.gov.in. The tender shall be unconditional. Financial bid will be opened only after bidder qualify technically (i.e. criteria’s mentioned in 4.1 to 4.4).

4.3

Envelope No. 1 (TECHNICAL BID)

The Tender Fee and E.M.D. shall be submitted through online in cover No. 1 to **The Registrar, Punyashlok Ahilyadevi Holkar Solapur University, Solapur, - 413255**, after last date of closing and before opening of e-tender i.e. from **02/07/2019** to **25/07/2019** up to 16.00 hrs during office hours. Tenderer should not quote his financial offer anywhere directly or indirectly in cover No.1.

4.4 QUALIFYING CRITERIA

- (A) The bidder shall have average turnover Rs. 5 Lacs year’s viz. F.Y. (2016-17, 2017-18 & 2018-19)
- B) Should be Original Equipment Manufacturers (OEM) / Authorized Dealer (AUD) / distributor of OEM.
- C) Should be a Registered Company / Partnership Firm / Proprietorship

- D) Should be in existence in Workstation sales and services business for the last Three (3) years.
- E) Should have successfully delivered and installed the Workstation.
- F) Bidder should qualify technically as per Annexure I.

4.5 SUBMISSION OF TENDER

The bidder shall refer to section “Guidelines to Bidders on the operations of Electronic Tendering System of www.mahatenders.gov.in” for details.

4.6 OPENING OF TENDERS:

On the date, specified in the Tender Schedule, following procedure will be adopted for opening of the Tender:

(A) COVER NO. 1: (TECHNICAL BID)

First of all COVER No.1 of the tenderers will be opened online to verify its contents as per requirements. If the various documents contained in this envelope do not meet the qualifying criteria prescribed by the PAH Solapur University, Solapur, a note will be recorded accordingly by the tender opening committee and the said tenderer’s COVER No.2 will not be considered for further action and the same will be recorded. The decision of the tender opening committee in this regard will be final and binding on the bidders.

(B) COVER NO. 2: (FINANCIAL BID)

COVER No. 2 shall be opened online after opening of COVER No.1, only if the documents submitted in COVER No. 1 meet the qualifying criteria prescribed by the PAH Solapur University, Solapur and contents of COVER No.1 are found to be acceptable to the PAH Solapur University, Solapur. The quoted rates of the items in Financial Bid of the bidder shall then be read out from the template in the presence of bidders present at the time of opening of COVER No.2.

NOTE

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

5. EARNEST MONEY

Earnest Money Rs. 50,000/- (Rs. Fifty thousand only) shall be paid through online system. Scanned copy of the receipt of EMD shall be uploaded in Envelope No. 1 online. In case of successful bidder the Earnest money will be refunded after paying the initial security deposit and completing the tender documents by the bidder. The amount of Earnest Money will be forfeited to the University in case the successful bidder does not pay the amount of initial security deposit within specified time limit. Earnest Money Exemption Certificate shall not be accepted.

6. SECURITY DEPOSIT

Successful bidder shall have to credit amount of security deposit either in cash or in the form of Bank Guarantee of Nationalized Bank payable at Solapur while submitting agreement within ten days after giving acceptance of rate. On successful completion of contract security deposit amount will be refunded to the contractor without interest after expiry of warranty.

7. TIME LIMIT

The work period as specified in the N.I.T. (Notification Inviting Tenders) which shall be reckoned from the date mentioned in the written work order for commencing the work.

8. TENDER RATE

No alteration in the form of tender and in any Schedule/Annexure of tender and no additions in the scope of special stipulation will be permitted.

9. TENDER UNITS

The bidders should particularly note the unit mentioned in the Schedule "B" on which the rates are based. No change in the units shall be allowed.

10. CORRECTIONS

No corrections/alternations shall be made in the tender documents.

11. TENDER ACCEPTANCES:

The tenderer whose bid is lowest, the successful tenderer shall submit all the attested copies of the scanned documents uploaded online by him in cover No. I, to the office of address The Registrar, PAH Solapur University, Solapur after opening of financial bids. If all above documents meet the requirements of University, further process will be carried out. The decision of the tender opening authority in this regard will be final and binding on the contractor.

Acceptance of tender will rest with the University authorities, PAH Solapur University, Solapur. PAH Solapur University, Solapur reserves the right to reject any or all tenders without assigning any reason therefore at any stage of tender. The tenderer whose tender is accepted will have to deposit security deposit and enter in to an agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the earnest money paid by him shall stand forfeited to the University and the offer of the tenderer shall be considered as withdrawn by him.

12. CONDITIONAL TENDER

The tenders who do not fulfill the condition of the notification and the general rules and directions for the guidance of bidder or are incomplete in any respect shall be rejected without

assigning any reason therefore.

12.1 The bidders shall be presumed to have carefully examined the conditions and specifications of the work and have fully acquainted themselves with all details of the site, the labour conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work. (Refer the brief tender document (NIT) for specifications of the work)

12.2 The data whatsoever supplied by the PAH Solapur University, Solapur along with the tender documents are meant to serve only as guidelines for the bidders while tendering and the PAH Solapur University, Solapur do not take any responsibility, whatsoever, either for the accuracy of data or their comprehensiveness.

12.3 All scanned pages of tender documents, conditions, specifications, corrections slips etc. shall be initialed by the bidder. The tender should bear full signature of the bidder, or his authorized power of Attorney holder in case of a partnership firm.

12.4 The Income Tax at prevailing rates including surcharges or percentage in force from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount whether measured bill or advance payment.

13. POWER OF ATTORNEY

13.1 If the bidders are a partnership firm or company, they should in their forwarding letter mention the names of all the partners together with the name of the person who holds the power of Attorney, authorizing him to conduct all transactions on behalf of the body, along with the tender as per scanned copy uploaded in Envelope No. 1.

13.2 The tenderer may, in the forwarding letter, mention any points he may wish to make clear but the University reserves the right to reject the same or the entire tender, if the same makes the tender conditional.

13.3 The bidder shall inform the PAH Solapur University, Solapur if he desires to appoint their authorized person on the work.

14. VALIDITY PERIOD

The offer shall remain open for acceptance for minimum period of 120 days from the date of opening of COVER No.2 (Financial Bid) and thereafter until it is withdrawn by the bidder by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgment due.

SECTION-B

General Terms and Conditions

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

All the Provision of Govt. Maharashtra – Industry energy and labour dept. Purchase procedure. G.R.: भाखस-२०१४/प्र.क्र.८२/भाग-III/उद्योग-४ Will be Applicable to this tender in totaling.

1 Definitions

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

- 1.1 “The Contract” means the agreement entered into between the PAH Solapur University, Solapur, represented by its Officer and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- 1.3 “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the PAH Solapur University, Solapur under the Contract.
- 1.4 “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Purchase Contract.
- 1.5 “TCC” means the Terms and Conditions of Contract contained in this section.
- 1.6 “The Supplier” or “the Vendor” means the individual or Company or firm supplying or intending to supply the Goods and Services under this Contract.

2. Subcontracts

- 2.1 The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract, except with the PAH Solapur University, Solapur’s prior written consent.
- 2.2 The Supplier shall notify and obtain concurrence from the PAH Solapur University, Solapur in writing of all subcontracts / Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or

later, shall not relieve the Supplier from any liability or obligation under the Contract.

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

3. Delivery and Installation

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

3.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase Contract. The vendor should take responsibility of the Goods till it reaches the delivery destination as informed by the PAH Solapur University, Solapur, transport to such place of destination in India, including insurance and storage, as shall be specified in the contract, shall be arranged by the Supplier. Vendor shall organize the Road Permits wherever required.

3.3 The Vendor/Bidder should install the goods within Six (6) weeks, from the date of delivery.

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

- Non-delivery of supporting documentation
- Delivery, but no installation of the components and/or software

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

The liquidation damages represent an estimate of the loss or damage that the PAH Solapur University, Solapur may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

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

3.7 Products shall be supplied in a ready to use condition along with all accessories mentioned in specifications etc.

4. Delivery and Documents

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

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

- 3 Inspection certificate issued by the nominated inspection committee appointed by University authority, if any, and the Supplier's factory inspection report and Quality Control Test Certificates.
- 4 The vendor to submit insurance certificate along with delivery documents.

5. Price and Taxes:

- 5.1 Prices quoted by the bidders for these equipment's should be in Indian Currency in rupees /foreign currency inclusive of all types of taxes and delivery at PAH Solapur University, Solapur. If the price is quoted in foreign currency the exchange rate on the date of opening financial bid will be treated for below tender.

University is exempted from payment of Custom Duty exemption via: Government Notification No. 51 / 56- Customs dated 23 July, 1996 and Central Excise duty Exemption via: Government Notification No. 10/97 – Central Excise dated 1 March, 1997. University also exempted from payment of Octroi Charges.

- 5.2 Once a contract price is arrived at, the same must remain firm and must not be subject to escalation during the performance of the contract due to fluctuation in foreign currency, change in the duty/tax structure, changes in costs related to the materials and labour or other components or for any other reason.
- 5.3 The prices quoted shall be valid for a minimum period of three Months from date of opening of tender.

6. Terms of Payment

- 6.1 The standard payment terms of the PAH Solapur University, Solapur are given below.
 - Payment of imported items by Letter of Credit through Nationalize Bank.
 - Payment of local items in Indian rupees (90% after delivery and 10% after installation and performance checked by the University local technical committee and their recommendation report for payment).

7. All the payments will be made after complying following points.

- 7.1 Vendor will be required to furnish the documentary proof of delivery, installation and acceptance duly signed by PAH Solapur University, Solapur officials while claiming the Payment. If payment is by L.C. then condition needs to be changed.
- 7.2 Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, GST etc. in connection with delivery of goods at site including incidental services and commissioning.

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

8. Technical Information

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

9. Acceptance

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

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

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

10. Acceptance Certificate

On successful completion of acceptability test, receipt of deliverables etc. for the equipment and after the PAH Solapur University, Solapur is satisfied with the working on

the system, the acceptance certificate signed by the bidder and the representative of the PAH Solapur University, Solapur will be issued. The date on which such certificate is signed shall be deemed to be the date of acceptance of the system and the WARRANTY of the Hardware starts from that date.

11. Governing Language

- 11.1 The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.
- 11.2 The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

12 Applicable laws

- 12.1 The Contract shall be interpreted in accordance with the laws prevalent in India.
- 12.2 Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the PAH Solapur University, Solapur about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect the PAH Solapur University, Solapur and its employees /officers/staff/personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- 12.3 Compliance in obtaining approvals/ permissions/ b licenses : The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the PAH Solapur University, Solapur and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the PAH Solapur University, Solapur will give notice of any such claimer demand of liability within reasonable time to the bidder.

13 Inspections and Tests.

- 3.1 The event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the PAH Solapur University, Solapur reserves the right to cancel the purchase order.
- 13.2 The supplier shall provide complete and legal documentation of systems, all subsystems, operating systems, compiler, system software and the other software. The supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the PAH Solapur University, Solapur against any levies/penalties on account of any default in this regard.
- 13.3 On successful completion of acceptability test, receipt of deliverables, etc., and after the PAH Solapur University, Solapur is satisfied with the working on the system, the acceptance certificate will be signed by the, Testing Agency and the representative of the PAH Solapur University, Solapur.

14. Warranty

- 14.1 On-site comprehensive warranty: The warranty would be on-site and comprehensive in nature and back to back support from the OEM. The vendor will warrant all the hardware and software against defects arising out of faulty design, materials and media workmanship etc. for a period of 3years from the date of acceptance of the equipment. Defective hardware shall be replaced by the vendor at his own cost, including the cost of transport. Vendor's engineer will report at the PAH Solapur University, Solapur offices within four hours of reporting of breakdown through telephone/ email or Fax or courier at the vendor's nearest office and repairs the same within 48 hours.
- 14.2 The Bidder must provide the following warranties:
- (a) The equipment proposed is complete in every way.
 - (b) The equipment performance characteristics are as stated in the Bidder's proposal and accompanying documentation.
- 14.3 If during operation, the down time of any piece of equipment or component thereof does not prove to be within reasonable period, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to the PAH Solapur University, Solapur.

15. Patent Rights

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

16. Termination.

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

The PAH Solapur University, Solapur reserves the right to cancel the contract in the event of happening one or more of the following conditions:

- Delay in delivery beyond the specified period
- Delay in completing installation / implementation and acceptance test beyond the specified period.

17. Resolution of Disputes

It will be the PAH Solapur University, Solapur endeavor to resolve amicably any disputes or differences that may arise between the PAH Solapur University, Solapur and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result. In case of Dispute or difference arising between the PAH Solapur University, Solapur and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between the PAH Solapur University, Solapur and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the PAH Solapur University, Solapur or unless the matter is such that the work cannot

possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

Arbitration proceedings shall be held at Solapur, Maharashtra, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English or Marathi. Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Solapur, Maharashtra, India only.

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

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

SECTION –C

Special Terms and Conditions

1. Cost Details

The price should inclusive of all levies/ taxes like Service tax, GST, Sales Tax, Transportation, Customs, Excise, traveling charges, support service during warranty etc. Item wise breakup of all applicable taxes must be mentioned in the Invoice. Octroi / LBT, if applicable, will be reimbursed extra at actuals, on production of original receipt which should be in the name of the PAH Solapur University, Solapur.

University is exempted from payment of Custom Duty exemption via: Government Notification No. 51 / 56- Customs dated 23 July, 1996 and Central Excise duty Exemption via: Government Notification No. 10/97 – Central Excise dated 1 March, 1997. University also exempted from payment of Octroi Charges.

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

2. Terms of Delivery

All items should be **delivered within Six weeks from the date of purchase order** at PAH Solapur University, Solapur.

Vendor will have to verify all the items within one week from the date of delivery in the presence of PAH Solapur University, Solapur officials at respective Departments.

3. Warranty

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

4. The University reserves the right to reject any or all tenders. The University may accept tender in full or part or may award part of the works to different bidders.



Annexure I

Technical Specification of Workstation

[To be submitted along with Technical Bid]

To

The Registrar

PAH Solapur University,

Solapur

Name of the firm: -----

Address: -----

Phone No. / Mobile No. -----

Sr. No	Particulars	Quantity
1	Linux-ready Workstation- Intel® Xeon® Gold 6154 Processor (3 GHz, up to 3.7 GHz w/Turbo Boost, 24.75 MB cache, 2666MHz, 18 core	1
2	1000+ W Chassis	1
3	64 GB (2x32 GB) DDR4-2666 ECC Registered Memory (1 Processor)	1
4	2 TB HP Z Turbo Drive M.2 PCIe TLC SSD	1
5	2 TB 7200 RPM SATA 3.5" HDD	1
6	NVIDIA® Quadro RTX™ 6000 (24 GB GDDR6, 4 x DisplayPort 1.4; USB-C) Graphics	1
7	Business USB Slim Keyboard, HP Premium Wired Mouse USB	1
8	HP i350-T2 PCIe Dual Port Gigabit NIC	1
9	Premium - 2x USB 3.1 Type-C; 2x USB 3.0 Type-A	1
10	Memory Cooling Solution	1
11	Single Unit (Tower) Packaging and country kit	1
12	Display: FHD (1920 x 1080 @ 60 Hz), 1000:1 static; 5000000:1 dynamic IPS w/LED backlight	1
13	3-Year Warranty	1

Other conditions:

1. Training to the staff – one week at site
2. Manufacturing year of Instruments.
3. Manufacturing year of software.



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Annexure II

Manufacturers Authorization Form

[To be submitted along with Technical Bid]

Ref. No:

Date:

To,

Subject: For the supply of “Workstation”

Dear Sir,

We _____ who are established and reputable manufacturers of _____ having factories at _____ and

_____ do hereby authorise M/s _____ [**Name and address of vendor**] to submit a bid and sign the contract with you for the goods manufactured by us against the above RfP No _____ dated _____ We hereby extend our full guarantee and warranty as per the clauses of contract based on the terms and conditions of the RfP for the goods and services offered for supply by the above firm against the RfP.

Yours faithfully

[_____]

Name of the manufacturer

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



**Annexure III
BID FORM**

[To be submitted on the letter head of the bidder along with Technical Bid]

Ref. No.

Date:

To,

**Sub: RfP No.....Dated.....For supply of
“Workstation”**

Dear Sir,

We, the undersigned, offer to supply and deliver equipments and services including installation and commissioning of “**Workstation**” in conformity with the tender.

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

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

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

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

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

We agree that the PAH Solapur University, Solapur will have Single Point of Contact with us, at the address stated below for the entire goods and services to be delivered by us in case our bid is accepted.

Address of Bidder for Single Point of Contact

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

Dated _____ day of _____ 2010.

(Signature in the Capacity of)
Duly Authorized to sign bid for and on behalf of
(Name & Address of Bidder) _____



Annexure IV

Service Support Details

[To be submitted along with Technical Bid]

S.N.	Location	Whether local support available at the location [Yes or No]	In respect of Column 3, if response is "NO", specify location from which support extended.	Service Support own or through Franchise	Address and Telephone No [for response specified in column 5]	Working Days and hours	No of S/w Engineer s	No of H/w Engineer s
1	2	3	4	5	6	7	8	9
1	PAH Solapur University, Solapur							

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Annexure - V Forwarding Letter

(To be submitted on company's letter head with Technical Bid)

To:

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Subject: Tender for supply of "Workstation"

Dear Sir,

This is in reference to your above-mentioned tender for the procurement of **"Workstation"** Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submit our proposal along with necessary supporting documents.

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

Date :

Authorized Signatory.

Name:

Designation:



Annexure VI
FINANICAL BID
(In COVER - II)

Sr. No	Particulars	Quantity	Total Cost
1	Linux-ready Workstation- Intel® Xeon® Gold 6154 Processor (3 GHz, up to 3.7 GHz w/Turbo Boost, 24.75 MB cache, 2666MHz, 18 core	1	
2	1000+ W Chassis	1	
3	64 GB (2x32 GB) DDR4-2666 ECC Registered Memory (1 Processor)	1	
4	2 TB HP Z Turbo Drive M.2 PCIe TLC SSD	1	
5	2 TB 7200 RPM SATA 3.5" HDD	1	
6	NVIDIA® Quadro RTX™ 6000 (24 GB GDDR6, 4 x DisplayPort 1.4; USB-C) Graphics	1	
7	Business USB Slim Keyboard, HP Premium Wired Mouse USB	1	
8	HP i350-T2 PCIe Dual Port Gigabit NIC	1	
9	Premium - 2x USB 3.1 Type-C; 2x USB 3.0 Type-A	1	
10	Memory Cooling Solution	1	
11	Single Unit (Tower) Packaging and country kit	1	
12	Display: FHD (1920 x 1080 @ 60 Hz), 1000:1 static; 5000000:1 dynamic IPS w/LED backlight	1	
13	3-Year Warranty	1	

Note: Bidder are requested to note the following

- All the details must be provided as per format.
- L₁ will be arrived based on above total cost.
- All items are with three years warranty and warranty to be back.
- All the terms and conditions as mentioned in the Government of Maharashtra G.R. dated 01/12/2016 are applicable to the tender document.
- If the rate are allotted in foreign currency the exchange rate of the date of opening financial bid will be freezed.

