

UNIVERSITY OF MUMBAI



Notice For Tender

E-Tender Notice No.: REG/ICD/2016-17/909 dated: 28.10.2016

E-Tender/Request for proposal (RFP) for **Procurement, Installation, Commissioning, And Maintenance of Computer Hardware.**

University of Mumbai invites proposals from **reputed and experienced Manufacturers/Authorised agencies for Procurement, Installation, Commissioning, And Maintenance of Computer Hardware** to participate in the competitive bidding process.

For the detailed Tender document, interested bidders should visit <https://dhe.maharashtra.etenders.in> or www.mu.ac.in

Tender submission would be online and the deadline to submit the proposals is 10.11.2016 at 13.00 Hrs.

Sd/-
Registrar
University of Mumbai

UNIVERSITY OF MUMBAI



Request for Proposal

For

**Procurement, Installation, Commissioning, And
Maintenance of Computer Hardware**

Tender No:REG/ICD/2016-17/909 dated:28.10.2016

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E-Tender Notice No.: REG/ICD/2016-17/909 dated: 28.10.2016

University of Mumbai invites Online-Tender/Request for proposal (RFP)for **Procurement, Installation, Commissioning, And Maintenance of Computer Hardware.**

Sr. No.	Tender Form Fees Rs.	EMD in Rs.	Validity of e-Tender	Pre bid Meeting	Technical Bid Opening date &time
1.	Rs. 15,000/- (Rs. Fifteen Thousand only)	Rs. 5,00,000/- (Rs. Five Lakh only)	120days	Date: 04/11/2016 at11.30Hrs. Venue: Registrar, M.G. Road, Fort, Mumbai-400032. Tel.No.:91-22-2270 2344	Date:14 /11/2016 at 11.00 to14.30Hrs.

Schedule for Tenderers :

Tender Download Period: 29/10/2016, 10.00Hrs.To 10/11/2016, 13.00Hrs.

Online Bid Preparation &Submission Period:29/10/2016, 10.00Hrs.To 10/11/2016, 15.00Hrs.

Online Bid Decryption &Re-encryption Period:10/11/2016, 17.31Hrs.to 11/11/2016, 17.30Hrs

Note:

1. All the Eligible Tenderers needs to be registered on <https://maharashtra.etenders.in>to get user id and password and to download the documents for online Bid Preparation and Online bid Decryption and Re-encryption on <https://dhe.maharashtra.etenders.in>
2. All the tenderers are necessary to purchase Digital Certificate of Class II or Class III to do e-Tendering. Digital Certificate forms are available on <https://maharashtra.etenders.in>
3. Fore-Tendering Helpline : Call On 020-30187500 or email Id :support.gom@nextenders.com
4. University of Mumbai reserves every rights to cancel the tender in whole or in part.

Sd/-
Registrar

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The University of Mumbai has been in existence for over a decade now and has a long & glorious history. It has evolved with changing social & economic trends India has witnessed and with this evolution now offers educational services through over 749 colleges, 60 University Departments and 55 Post Graduate Departments.

The University has seen a growth of more than 100% in the number of students enrolled in the last 5 years. Furthermore, in keeping with changing times the University has executed multiple initiatives like introducing specialized courses and outreach activities for students. As these changes reflect an evolution in the university's outlook on education it now becomes necessary for these changes to be communicated to all stakeholders in order for the University to be viewed as 'contemporary'.

With this in mind the University of Mumbai invites brand & design consulting firms to share their bids for a 'Brand Rejuvenation Exercise for the University of Mumbai'. The current exercise is intended to align all the university's activities behind a common purpose & streamline communications to all its stakeholders.

The Registrar, University of Mumbai reserves the right to accept or reject any or all proposals either in part or in full without assigning any reasons whatsoever..

1 Invitation to Bidders

Online tender is invited from eligible, reputed, qualified OEM's/Authorized Dealers/Distributors of OEM with sound technical and financial capabilities for Supplying, Installing and Commissioning of hardware components as detailed in the scope of work section of this RFP. The bidders are advised to study the tender document carefully available on the website <https://dhe.maharashtra.etenders.in>.

The tender forms can be downloaded from 29/10/2016 at 10.00Hrs, on <https://dhe.maharashtra.etenders.in>.

The submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The following section provides general information about the Issuer and important dates.

Bid submitted without the tender fee and EMD or do not otherwise confirm to all the conditions of this notification shall be treated as invalid and rejected.

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1.1 Key Events and Dates

Schedule of E-Tender

Seq. No.	University Stage	Vendor Stage	Start Date & Time	Expiry Date & Time	Envelopes
1	-	Download of bidding document	29/10/2016 at 10.00Hrs.	10/11/2016 at 13.00Hrs	
		Pre-bid Meeting Date and Time	04/11/2016 at 11.30 Hrs. Venue: Registrar, M.G. Road, Fort, Mumbai-400032. Tel.No.: 91-22-2270 2344 Fax No. : 91-22-2267 0325 E-mail : registrar@fort.mu.ac.in		
2	-	Online bid preparation and hash submission	29/10/2016 at 10.00 Hrs.	10/11/2016 at 15.00Hrs	Envelope-2 Envelope-1,
3	Close for Technical & Financial Bid		10/11/2016 at 15.01Hrs.	10/11/2016 at 17.30Hrs	Envelope-1, Envelope-2
4		Control Of Transfer	10/11/2016 at 17.31Hrs.	11/11/2016 at 17.30Hrs	Envelope-2 Envelope-1,
5	Opening Technical Bid		14/11/2016 at 11.00Hrs	14/11/2016 at 14.30Hrs.	Envelope-1, Envelope-2
6	Opening Financial Bid		15/11/2016 at 11.00Hrs	15/11/2016 at 14.30Hrs.	Envelope-1, Envelope-2

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2 Eligibility Criteria

The bidder must possess the requisite experience, strength and capabilities in providing the hardware and warranty services to meet the requirements, as described in the tender document. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the hardware and support services sought by University of Mumbai, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to bid is open to all bidders who qualify the eligibility criteria given below:

Sr.No.	Criteria	Documents to be provided
1	The bidder should be a company registered under the Companies Act, 1956 for more than last 5 years as on 31.03.2016 in similar nature of business OR Firm registered under the partnership Act 1932/ Corporation/Government Under Taking Society OR Autonomous Body Managed and Control by Government.	Certificate of incorporation and article of association OR Company Registration Certificate. Bidder should submit the certificate from Company Secretary / External Auditor / Authorized Signatory to this effect.
2	The bidder should have experience in supply and installation of computer and related hardware business, having turnover/revenue of more than Rs. 5 Crores for each of the last three Financial Years ending on 31.03.2016, during the last three years.	Audited Financial reports for last three years. i.e. FY 2013-14, 2014-15, 2015-16
3	The bidder The OEM(s) whose mentioned devices are being bid for in this tender should have authorized service centers in the Geographical area of the University of Mumbai.	Self-declaration of the office/service center location details to be attached.
4	The Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or black listed with any of the State and Central Government Departments / Organizations	Declaration in this regard by the authorized signatory of the bidder. (Para 11.1.6 Form PQ 6)

Note:

- A demonstration of computers/Laptop will be arranged prior to finalization of technical bid at any place of the user or at this office. Demonstration charges if any are to be borne by the bidder. The bidder shall arrange all the materials/facilities required for the demonstration.
- If OEM is not a bidder then OEM can authorize only one bidder for this particular bid.
- Bidders should be from top five OEMs as per Gartner/IDC reports.



3 Definitions

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- i. "OEM" means Original Equipment Manufacturer.
- ii. "The Bidder" means the company which bids or offers to supply and install all computer and other materials as mentioned in this RFP.
- iii. "The Purchaser" means the University of Mumbai, Mumbai or any officer authorized by him to enter into contract with the bidder.
- iv. "The Vendor" means the successful bidder with whom the Purchaser enters into a contract against this tender.
- v. "The Contract" means an agreement entered into by the Purchaser with the successful bidder by signing an agreement in the form set out in this document, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
- vi. "The Contract Price" means the price payable to the successful bidder with whom the purchaser enters into a contract under this bid for the full and proper Performance of all the contractual obligations.
- vii. "Services" means services ancillary to the supply of the materials, such as transportation and insurance, and any other incidental services applicable etc, such as installation, commissioning, provision of technical assistance, and training, on-site comprehensive warranty, testing, and other obligations of the successful bidder, covered under the Contract.
- viii. "Consignee" means the officer authorized by the University of Mumbai for receiving goods/services at the place of receipt.
- ix. "Non-compliance" means failure/refusal to comply the terms and conditions of the tender.
- x. "Non-responsive" means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given forms / pro forma or not following procedure mentioned in this tender or non-furnishing of any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee or EMD.
- xi. "eTendering System" means the Government of Maharashtra's electronic tendering system listed at <https://dhe.maharashtra.etenders.in>.
- xii. "The Goods" means computer and peripheral devices as mentioned in this device, that the Vendor is required to supply and successfully installed under the Contract.



4 Project Profile

4.1 Overview

University of Mumbai invites bidders to bid for supply, installation of Desktop etc. in the Departments/Sub Centre/ College of University of Mumbai located in Six Districts namely Mumbai, Thane, Palghar, Raigad, Ratnagiri & Sindhudurg.

5 Scope of Work

The objective of this RFP is to calling bids for Supplying, Installing and Commissioning of Computers and hardware for University of Mumbai and the respective University of Mumbai Departments/Sub Centre across Maharashtra, within 30 days from the award of contract and provide comprehensive warranty and maintenance support for a period of 5 years from the date of installation.

5.1 Technical Specification of Hardware

5.1.1 (A) High Resolution DT Machine Specification.

1. Processor: Intel core i5-6500, 3.2 GHz, 6 MB Cache processor equivalent or higher
2. Chipset: Z170 chipset or higher
3. Memory: 8 GB 1600 MHz DDR3 RAM with 32 GB expandable or higher
HDD: 1TB 7200 RMP SATA+ 256 GB SSD or Higher
4. Display: 19" LED Digital Colour monitor Full HD or higher
5. Network Facility: Gigabite LAN
6. DVD RW Drive
7. OS and Software (Provided Separately)
 - a) Windows 10 Business or higher
 - b) Microsoft Office Home and Business 2016 or latest
8. Three years On-sight warranty

(B) UGC Human Resource Development Centre

Intel core i7 Configuration (Desktop)

- a) CPU: Intel Core i7-6700k, 4.00GHZ, 8MB Cache-6th Generation
- b) Motherboard: Intel 6th Generation/Socket 1151
- c) Memory : 8GB DDR4
- d) Hard Disk Drive: 1 TB Desktop Internal Hard drive
- e) Monitor: 20inch Backlight LED Monitor 1920 x 1080 Pixel
- f) Keyboard: USB keyboard with 104 keys
- g) Mouse: Optical with USB interface
- h) Bays: 3 Nos. or above
- i) Ports: 6 USB Ports including 2 USB 3.0 Ports (with at least 2 in front)
- j) Audio ports for microphone and headphone in front
- k) Cabinet: ATX Full Tower with SMPS 600 w or more
- l) DVD 16X or better/ Blue ray RW Drive

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- m) WiFi Adapter
- n) Operating system: Free Linux

(C) Department of Statistics

Desktop

- a) Intel Core i5 processor (3.60 GHZ) with gigabyte
- b) Motherboard
- c) 4 GB DDR 3 RAM
- d) 500 GB SATA HARD Disk
- e) 17" LED Monitor
- f) PS2 Keyboard & mouse
- g) SMPS and Cabinet
- h) DVD writer

(D) Department of Physical Education

- a) 6th Gen Intel i5 Core processor, 4 Gb RAM, 1 TB HDD, 21.5 inch monitor, Windows 8.1 OS,
- b) 6th Gen Intel i3 Processor, 1 TB HDD, 4 GB RAM, 21.5 inch Monitor, Windows 8.1 OS,
- c) 6th Gen Intel i3 Processor, 1 TB HDD, 4 GB RAM, 21.5 inch monitor, Windows 8.1 OS,
- d) 6th Gen Intel i3 Processor, 1 TB HDD, 4 GB RAM Windows 8.1 OS, (CPU Only)

(E) Alkesh Dinesh Mody Institute For Financial & Management Studies

- a) 6th Gen Intel i3 Processor, 1 TB HDD, 4 GB RAM, 21.5 inch Monitor, Windows 8.1 OS,

5.1.2 (A) Server Specification

1. Processor: Dual Processor Intel Xeon Processor E5-2667 v4 (8C/16T)3.20 GHz, TLC 25MB, Turbo 3.50 GHz, or latest processor
2. Rack Mountable
3. Chipset: Intel C612 or latest
4. Memory: 128 GB memory using 16GB DDR4,
5. Monitor: single integrated 19" LCD Drawer in 1U, Display resolution 1280 X 1024 or higher
6. Storage: 4nobs X 2 TB SAS HD7.2K Hot Plug 3.5" or higher, Swappable
7. Hardware RAID controller: RAID 5 or higher
8. Number of fans: 4 + 1 redundant / hot plug
9. Power supply: With redundant power supply
10. Warranty: Three years Onsite warranty
11. OS for Server Specification (Provided Separately)
 - a) Windows Server 2012 or latest

(B) UGC Human Resource Development Centre

Server

- a) Processor: Dual Processor Intel Xeon Processor E5-2667 v4 (8C/16T)3.20 Ghz, TLC 25 MB, Turbo 3.50 GHz, or latest processor
- b) Chipset: Intel C612 or latest
- c) Memory: 128 GB memory using 16 GB DDR4, reg2133 MHz ECC module or higher
- d) Monitor: single integrated 19" LCD Drawer in 1 U, Display resolution 1280 x 1024 or higher
- e) Storage: 4 nobs x 2 TB SAS HD7.2 K Hot Plug 3.5" or higher

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- f) Hardware RAID controller: RAID 5 or higher
- g) Number of fan: 4 + 1 redundant/hot plug
- h) Power supply: With redundant power supply
- i) Warranty: Three years Onsite warranty

5.1.3 High Resolution Laser Printers

(I) Printer1

1. Technology: Laser

Printing Speed	A4	Mono: 32 pages / Colour: 30 pages
	A3	Mono: 15 pages / Colour: 15 pages

2. Print Resolution: 1200 X 600 DPI
3. Paper Size: A3, A4, Letter
4. Network: Printer & USB 2.0
5. Paper Tray: 550 Sheets
6. Warranty : Onsite 3 years or more
7. Compatible OS: Windows/Linux/ Mac Compatible

(II) Printer2

Printing Method:	Black & White Laser Beam Printing	
Print Speed:	Mono: A4 / Letter	40 / 42ppm
	Duplex: A4 / Letter	20 / 20.5ppm (10 / 10.25spm; sheets/min.)

Print Resolution:	600 x 600dpi 1200 x 1200dpi (equivalent) 2400 (equivalent) x 600dpi
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1. Paper input: 500
2. Paper Size: A4/B5/A5/A6/Legal/Letter/EXE/16K/8.5”A-13.
3. Duty cycles (per month): 1,00,000
4. USB Port
5. Compatible OS: WindowsXP (32bit / 64bit), Windows Server 2003 (32bit / 64bit), Windows Vista (32bit / 64bit), Windows Server 2008 R2 (64bit), Windows Server 2008 (32bit / 64bit), Windows 7 (32bit / 64bit)
6. Mac OS X 10.5.8 and above *¹, Linux*², Citrix
7. Paper Type: Plain Paper / Heavy Paper / Transparency / Label / Index Card / Envelope
8. Warranty 3 years or more

5.1.4 Copiers

1. Standard functions: Copy, Email, Print, Scan
2. Optional functions: Walkup fax
3. Copy/print speed: Color: up to 30 ppm; Black: up to 30 ppm
4. Duty cycle: Up to 90,000 images/month₁
5. Connectivity: 10/100/1000 BaseT Ethernet, High-Speed USB 2.0 direct print (optional: Wi-Fi (with Xerox® USB Wireless Adapter))
6. Controller features: Configuration Cloning, Online Support, Remote Control Panel, Unified Address Book



7. Hard drive: 250 GB (min)
8. Processor: Dual-core 1.2 GHz
9. Device memory: 2 GB system plus 1 GB page memory
10. Document handler: Duplex Automatic Document Feeder
11. Capacity: 110 sheets
12. Size: 5.5 x 8.5 in. to 11 x 17 in.(148 x 210 mm to 297 x 420 mm)

5.1.5 High Resolution Camera Scanner

V-shape Smart book Scanner

V-shape book cradle with real glass plate (3 mm safety glass)

Max. Cycle Speed:1000 pages /hour

Book Cradle:100% opening angle; smooth side flaps; Book Spine Support

Operating Modes: full-automatic / semi-automatic / manual

Different ways of activating the scanning automatically (after closing the glassplate, when removing the hand, using a foot pedal, etc.)

Robust scanner (camera's invisible and protected)

Max. Book Size: For books up to size 61 x 82 cm (thickness 16 cm)

Image Resolution: 300ppi, 400ppi, 600ppi

CMOS capturing system

Camera: CANON D-SLR 700D/ CANON D-SLR 5D MARK III/ NIKON D-SLR D810/ CANON 5D /5DSR

flexible system with possibility to upgrade to the newest camera systems in the future

Overhead scanner for formats up to A2+

Functions

600 x 600 optical dpi

V-shaped book cradle 120 - 180 degrees

Open client interface for operation with BSW, BCS-2, Opus FF, Scangate

Folder mode for scanning complete file folders

Book Fold Correction - Scan bound documents without shadows

Automatic finger and thumb removal

Automatic Crop & Deskew

Digital color balance

Integrated ICC-profile

Automatic white balance and black value

Scan to USB--Walk-up Scanning to USB Stick

Scan to Print--Output to any connected printer

Scan to Network--Output to any network driver

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Scan to Pad - Wireless scanner operation and storage for iPad, Android Smart Phones / Tablets
Output formats Scan2PDF (PDF, PDF/A), JPEG, TIFF, PNM

Features

- LED lamps, no warm up, IR/UV free
- Large color WVGA touchscreen for simplified operation
- User interface configurable in your language
- 19 inch preview screen
- Microsoft/ Linux operating system
- Operating system independent, runs under Windows, Linux, Mac OS, Unix
- Network scanning via any web browser; i.e. IE, Safari, Chrome, Firefox
- Easy installation
- Remote maintenance and analysis
- Web based firmware updates
including 12 months Warranty

6 Instruction to Bidders

6.1 Quality of goods & services

- i. The equipment/product must conform to the specifications given and of desired quality. The vendor shall guarantee that the item/s delivered to the purchaser is/are brand new.
- ii. Consistency in delivery shall be maintained for the entire lot of products ordered. All the required quantity of product/s in schedule of requirement shall be of the same brand and model number. The dealer shall not substitute any internal components or subsystems of the product by similar items of different manufacturer/s.
- iii. All the equipment shall be supplied with the relevant interface cables and necessary standard accessories. Also, all the equipment shall be provided with ISI standard, 3-pin power plugs (5- amp/15 amp, as required).
- iv. The dealer as well as the vendor shall be jointly and severally responsible for and quality of the supply.

6.2 Inspection and Quality Control Tests

- i. The University of Mumbai reserves the right to carry out pre-shipment factory / godown inspection at by a team of Department officials or demand a demonstration of the solution proposed on a representative model in Bidder's office.
- ii. The Inspection and Quality Control tests before evaluation, prior to shipment of Goods and at the time of final acceptance would be as follows:
 - a. Inspection/Pre-shipment Acceptance Testing of Goods as per quality control formats including functional testing, burn-in tests and mains fluctuation test at full load, facilities etc., as per the standards/

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- specifications may be done at factory site of the Supplier before dispatch of goods, by the University of Mumbai Consultants / Testing Agency.
- b. The supplier should intimate the University of Mumbai before dispatching the goods to various locations/offices for conduct of pre-shipment testing. Successful conduct and conclusion of pre-dispatch inspection shall be the sole responsibility of the Supplier;
 - c. Provided that the University of Mumbai may, at its sole discretion, waive inspection of goods having regard to the value of the order and/or the nature of the goods and/or any other such basis as may be decided at the sole discretion of the University of Mumbai regarding waiver of such inspection of goods.
 - d. In 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 Department reserves the right to cancel the Purchase Order.
 - e. The inspection and quality control tests may be conducted on the premises of the Supplier, at point of delivery and / or at the Goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Department. If the testing is conducted at the point of delivery or at the final destination, due to failure by the vendor to provide necessary facility / equipment at his premises, all the cost of such inspection like travel, boarding, lodging & other incidental Expenses of the Department's representatives to be borne by the vendor.
 - f. Nothing stated herein above shall in any way release the Supplier from any warranty or other obligations under this Contract.
 - g. The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify the University of Mumbai against any levies/penalties on account of any default in this regard.
 - h. On successful completion of acceptability test, receipt of deliverables, etc., and after the University of Mumbai is satisfied with the working on the system, the acceptance certificate will be signed by the representative of the Department.
- iii. The rights of University of Mumbai to inspect, test and where necessary reject the products after the products arrival at the destination shall in no way be limited or waived by reason of the products having previously being inspected, tested and passed by the University of Mumbai or its representative prior to the products shipment from the place of origin by the University of Mumbai or its representative prior to the installation and commissioning.
 - iv. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.

6.3 Delivery & Documentation

- i. The Vendor shall provide such packing of the products as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Size and weights of packing case shall take into consideration,

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- where appropriate, the remoteness of the Products final destination and the absence of heavy handling facilities at all transit points.
- ii. Delivery of the equipment shall be made by the Vendor in accordance with the system approved / ordered. The details of the documents to be furnished by the Vendor are specified hereunder:-
 - a. 2 copies of Vendor's Invoice showing Contract number, Products description, description of OS and other software along with Product-key/ license number, quantity, unit price and Total amount.
 - b. Delivery Note or acknowledgement of receipt of Products from the Consignee or in case of products from abroad original and two copies of the negotiable clean Airway Bill
 - c. 2 copies of packing list identifying contents of each package.
 - d. Insurance Certificate.
 - e. Manufacturer's / Vendor's warranty certificate.
 - f. All hardware must be branded with stickers containing the name of supplier and date of supply/ installation.
 - iii. The above documents shall be received by University of Mumbai and its Departments before arrival of Products (except where it is handed over to the Consignee with all documents) and if not received the Vendor will be responsible for any consequent expenses.
 - iv. Delivery, Installation and commissioning of the equipment shall be made by the vendor
 - v. The Vendor shall provide complete and legal documentation of all subsystems, licensed operating systems, licensed system software, and licensed utility software and other licensed software. The Vendor shall also provide licensed software for all software products whether developed by it or acquired from others. There shall not be any default in this regard.
 - vi. All equipment will have to be supplied with all the detailed operational and maintenance manuals free of cost.
 - vii. In case the Vendor is providing software which is not his proprietary software then the Vendor must submit evidence in the form of agreement he has entered into with the software vendor which includes support from the software vendor for the proposed software for the full period required by the Department.
 - viii. The vendor shall explicitly absolve the University of Mumbai of any responsibility / liability for use of system / application software delivered along with the equipment, (i.e. the vendor shall absolve the University of Mumbai in all cases of possible litigation / claims arising out of any copyright / license violation) for software(s) published either by third parties, or by themselves.

6.3.1 Insurance

- i. The insurance shall be in an amount equal to 110 percent of the value of the Products from "Warehouse to final destination" on "All Risks" basis, valid till time of delivery and successful installation, commissioning and issue of acceptance certificate by the Department.
- ii. Should any loss or damage occur, the Vendor shall :
 - a. Initiate and pursue claim till settlement and
 - b. Promptly make arrangements for repair and / or replacement of any damaged item irrespective of settlement of claim by the underwriters.



6.4 Operational Training

- i. The dealer will have to train two users nominated by the respective Department of University of Mumbai for two days (full-time) at his cost for operation of all the equipment supplied and installed. The training will be as per the satisfaction of the client / end user.

6.5 Order cancellation

- i. The department also reserves the right to cancel the order in the event of one or more of the following circumstances:
 - a. Serious discrepancy in hardware noticed during the pre-dispatch inspection, if any.
 - b. Delay in delivery and installation beyond a period mentioned in the purchase order.
 - c. Breach by the vendors of any of the terms and conditions of the tender.
 - d. If the Vendor/OEM goes into liquidation voluntarily or otherwise.
- ii. In addition to the cancellation of purchase order, the University of Mumbai reserves the right to forfeit the Performance guarantee submitted to the department (in form of Bank guarantee) by the Vendor.

6.6 Risk purchase

- i. In case the Vendor fails to deliver the quantity as stipulated in the delivery schedule, University of Mumbai reserves the right to procure the same or similar materials from alternate sources at the risk, cost and responsibility of the Vendor.
- ii. a performance bank guarantee for supply of additional items

6.7 Help DESK

The vendor will provide helpdesk support to University of Mumbai offices. Key features of this helpdesk are as follows:

- i. The helpdesk service will be provided in Marathi and English
- ii. The helpdesk service will serve as a single point of contact for all hardware related issues
- iii. The helpdesk will track and route all requests to ensure issue resolve in the agreed timeframe as mentioned in this RFP
- iv. The vendor will submit a monthly report to the department on the number of calls raised, number of calls handled and number of calls resolved with other details like
 - a. Name of Office from where call was raised
 - b. Name of person logging call
 - c. Contact number of the person logging call
 - d. Date and time of Call log
 - e. Date and time of Call resolved
 - f. Name of person resolving call
 - g. Contact number of the person resolving call
 - h. Time between call logged and resolved

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- i. Number of pending calls with reasons
- v. The vendor will also provide a web based complaint monitoring system and the vendor should provide a login to respective University of Mumbai offices and a supervisory login to University of Mumbai for monitoring the complaint

6.8 Delivery Schedule & Penalty for Delayed Deliveries

- i. Delivery of all equipment should be **within 30 Days** from date of placing of order.
- ii. In the event of the equipment not being delivered, installed, tested and commissioned within a **period of 30 days** from date of Purchase Order, a penalty **of one 0.5 percent** of the undelivered goods for each week or part thereof of the delay, subject to maximum amount of **ten (10) percent** of the total consideration against the undelivered goods will be charged to vendor.
- iii. This amount of penalty so calculated shall be deducted at the time of making final payment after successful installation and commissioning of hardware.
- iv. The University of Mumbai also reserves the right to cancel the Purchase Order and forfeit the EMD. In the event of such cancellation, the vendor is not entitled to any compensation.
- v. Please note the delivery schedule shall be followed strictly as stipulated. Any delay shall be viewed seriously and penalties levied.

6.9 Warranty

- i. The OEM shall provide comprehensive onsite warranty for a period of five years in case of all computers and other IT hardware equipments from the date of installation and commissioning of equipment.
- ii. Any defect observed within 6 months of the supply, the OEM shall be obliged to change or repair the equipment without making any charge.
- iii. University of Mumbai will take appropriate action against the concerned, if needed.

6.10 Replacement due to Repeated Failure

- i. If, during the warranty period, any equipment has any failure on two or more occasions, it shall be replaced by equivalent new equipment / software by the Vendor at no cost to the indenter/buyer

6.11 Penalty for Downtime

- i. The University of Mumbai, phone, SMS or any other means as the University of Mumbai thinks fit or convenient to the Service centre reported by OEM.
- ii. On receiving complaint about equipment/ service, the service support partner will respond and repair/replace or provide required services as per the schedule given below:

Sr. No.	Location of complaint	Response Period (Visiting site)	Resolution Period (After response period)
1	Mumbai, Thane & Kalyan	Same Business day	12hrs
2	Ratnagiri, Sindhudurg	Next Business day	24hrs

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- iii. Public Holidays as declared by Government of Maharashtra will be excluded for the above downtime calculation.
- iv. In case Vendor fails to meet the above standards of maintenance, there will be per day penalty of **0.5%** of the cost of the item.
- v. In case the equipment is not repaired/replaced within two week, the penalty will be charged at **5 (Five) times** of the penalty shown above.
- vi. If the original equipment is/are replaced by temporary substitute equipment within resolution period, the penalty will not be charged for two weeks from the date of substitution /replacement. If the same is not repaired/ replaced within two weeks, the penalty at the above rate will be charged thereafter for one week and the same shall be **5 times** thereafter. The penalty shall be deducted from the Performance guarantee.
- vii. If the total penalty reaches an amount equal to or **more than 10%** of the order value of the indenter, the same shall invoke the Performance Bank Guarantee and seek an equivalent Performance bank guarantee.

7 General Instruction to Bidders

7.1 Transfer of RFP

The RFP Document is not transferable to any other bidder. The bidder purchasing the document and submitting shall be the same.

7.2 Subcontracting

The selected Vendor shall **not** subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of University of Mumbai.

7.3 Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done by the bidder after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respect. Failure to furnish any information required by the RFP or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and for feature of the EMD.

7.4 Bid Preparation Costs

The bidder shall submit the bid at his own cost. The University of Mumbai shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over the University of Mumbai and the University of Mumbai shall be at liberty to cancel any or all bids without giving any notice.

All materials submitted by the bidder shall be the absolute property of the University of Mumbai and copyright/ patent etc. shall not be entertained by the University of Mumbai.

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7.5 Amendment of RFP Document

All the amendments made in the document whether way of clarification issued after pre-bid meeting would be published on e-Tendering website and shall be integral part of RFP.

The bidders are advised to visit the-Tendering website on regular basis for checking latest updates of this RFP document. The University of Mumbai also reserves the rights to amend the dates mentioned in this RFP for successful bid process.

7.6 Supplemental Information to the RFP

If the University of Mumbai deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such Corrigendum supplements, clarification or any other documents issued to that effect shall be deemed to be incorporated by this reference in to this RFP.

7.7 The Rights of University of Mumbai to terminate the process

The University of Mumbai may terminate the RFP process at any time and without assigning any reason and the University of Mumbai shall not be held responsible for any cost incurred by the bidder in bid preparation or otherwise. The University of Mumbai reserves the right to amend/edit/add/delete any clause of this Bid Document without giving prior notice to bidder through the-Tendering website. However, this will be in formed to all and will become part of the RFP. All bidders should refer to the-Tendering website frequently during the whole process for any instruction/ information/ terms/ condition, etc. so issued.

7.8 Earnest Money Deposit (EMD)

- i. Rs.5,00,000/- of EMD should be submitted along with Bid document. Without this, the bid shall not be opened and the bidder shall be declared invalid for the bid process.
- ii. Unsuccessful bidder's EMD shall be returned to the bidder **within 30 days** from the award of the contract to the successful bidder
- iii. EMD of successful bidder will be returned after the award of contract and submission of the Performance Bank Guarantee within specified time and in accordance with the format given in the RFP.
- iv. The bidder shall submit the EMD from the bidder's own bank account and the EMD shall be non-transferable.
- v. The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases is quoted prices during the period of bid validity or its extended period, if any.
 - b. If successful bidder fails to sign the Contractor to furnish Performance Bank Guarantee within specified time in the format given in the RFP.
 - c. If during the bid process a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the University of Mumbai regarding for feature of the EMD shall be final and binding upon bidders.
 - d. If during the bid process, any information is found false/fraudulent/mala fide, then the University of Mumbai shall outright reject the bid and, if necessary, initiate appropriate action against such bidders.

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7.9 Language of Bids

This bid should be submitted in English language only .If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder and submitted with the bid ,and English translation shall be validated at the discretion of University of Mumbai.

7.10 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its tender, and the University of Mumbai shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

7.11 Erasures or Alterations and Signing of Tender Offers

- i. The bid forms /templates /annexures etc., whichever applicable, shall be typed or written in indelible ink and shall be digitally signed by a person duly authorized to sign, in token of acceptance of all the term and conditions of the Bidding Document. This authorization shall be indicated by power-of-attorney or Board Resolution accompanying the tender offer.
- ii. The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder. In that case such corrections shall be initialled by the person signing the bid and should also bear the seal of the bidder / vendor.
- iii. The bid, duly signed (digitally) by authorized person, should be uploaded on the e- Tendering portal in the required file/format.
- iv. Bidders must submit their bids online at e-Tendering Portal. Bids received by any other means shall not be accepted.
- v. If the Bids are not submitted as per the details mentioned in this Bidding document and e-Tendering Website, the University of Mumbai shall reject the Bid.

8 Bid Submission Process

- i. Bidders must submit the bids online at e-Tendering website. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.
- ii. In normal circumstances, the date of submission and opening of Bids shall not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussion in the Pre-Bid Conference and the time with the prospective bidders for preparation of bids appears insufficient to the University of Mumbai, the date may be extended by the University of Mumbai.
- iii. The University of Mumbai may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on <https://dhe.maharashtra.etenders.in>.
- iv. Telex, cable or facsimile offers shall be rejected.

8.1 Method of Submission of Tender Form

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The two bids system shall be followed. Technical and Commercial Offers shall be submitted online on e-Tendering website (only for the bidders who have submitted the prescribed fee(s) to the University of Mumbai)

All the documents comprising of technical Bid shall have a cover clearly marked “Technical Bid” and “Commercial Bid”. The tender needs to be submitted on or before the last date and time for bid submission as mentioned in this document. Late submission shall not be entertained and shall be rejected.

8.2 Fixed Price

The Commercial Offer shall be on a **fixed price basis**, inclusive of all taxes and levies (all direct and indirect taxes including local duties, levies etc.) except Octroi. No price variation shall be allowed on account of increase in customs duty, excise tax, dollar price variation, etc., or any other item.

(University of Mumbai reserves the right to decide the materials and their quantity to be procured for the project)

8.3 Offer Validity Period

The tender offer must be **valid for 120 days** from the date of opening of the tender. However, the University of Mumbai may extend this period for another 30 days, if the bidder accepts the same in writing.

8.4 Pre-Bid Conference

The bidders shall have to submit their queries in writing and mail to registrar@fort.mu.ac.in to University of Mumbai within the specified time mentioned in section 1 of this RFP. In the pre-bid meeting problems of general nature will be entertained. Any change decided in the pre-bid shall be uploaded on the Govt. of Maharashtra/University of Mumbai website as corrigendum. This will form a part of this bid document.

8.4.1 Clarification on Bid Document

A prospective Bidder requiring any clarification on the bid document may submit his queries, in writing, to Registrar, University of Mumbai mailing address and as per schedule indicated in section 1. The queries must be submitted in the following format only to be considered for clarification:

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<<Name & Address>>		
Bidder's Request For Clarification		
Name of Organization submitting query / request for	Full formal address of the Organization including phone, fax and email points of contact.	
	Tel:	
	Fax:	
	Email:	
RFP Reference	RFP Content for which clarification is required	Bidders Points of clarification/comment
(Section Number)	(Page Number)	

The queries not adhering to the above mentioned format shall not be responded to.

University of Mumbai will respond in writing, to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation to Bids / Important Dates. Written copies of the clarifications (including the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have received the Tender Documents.

8.4.2 Response to Pre-Bid Clarification and Issuing of Corrigendum

- I. The Nodal Officer notified by University of Mumbai will endeavor to provide timely response to all queries. However, University of Mumbai makes no representation or warranty as to the completeness or accuracy of any response; neither response nor does University of Mumbai undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be issued as corrigendum.
- II. At any time prior to the last date for receipt of bids, University of Mumbai may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- III. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the same website and emailed to all participants of the pre-bid conference.
- IV. Any such corrigendum shall be deemed to be incorporated into this RFP.
- V. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, University of Mumbai may, at its discretion, extend the last date for the receipt of Proposals. Notifications regarding extensions, corrigendum, will be published on the website mentioned in the tender schedule and there shall be no paper advertisement.

8.5 Right To Alter Items

The University of Mumbai reserves the right to include or exclude any tender item/s, and also the right to make change in specifications of any items.

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8.6 Modification and Withdrawal of Offers

The Bidder may modify his bid by way of submitting supplement with a request to specific amendment in the original bid submitted, provided a written request for the same is received by the University of Mumbai before closing of the submission of bid. However, withdrawal of original offer will not be allowed. No offer can be modified by the bidder, subsequent to the closing date and time for submission of offers. If date of submission is extended due to some reasons, modification in offer is possible till extended period provided bid has not been opened.

8.7 Preliminary Scrutiny

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For the purpose of this clause, a substantially responsive bid is the one, which is in conformity with all the terms and conditions of this tender document without any material deviations. The University's determination of an offer's responsiveness shall be based on the contents of the tender offer itself without recourse to extrinsic evidence.

The University of Mumbai will scrutinize the offers in respect of their completeness, submission of technical documents duly signed, etc. and shall short-list technically qualified bidders based on compliance of the qualifying criteria.

The University of Mumbai reserves the right to waive any minor infirmity or irregularity in the tender offer on recommendation of the Bid Evaluation Committee, if it is in the interest of the University. The decision of the University of Mumbai in this regard shall be final and binding.

8.8 Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the University of Mumbai may, at his discretion, ask some or all the bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. However, in such cases, original copy of the technical clarifications shall be sent to the University of Mumbai through courier or in person so as to reach him at least two days before the closing date for submission of the tenders. The request for such clarifications and the response shall be in writing.

9 Bid Evaluation Process

9.1 Pre-Qualification Criteria

Sr.No	Eligibility Criteria	Supporting Documents
1.	Tender fees	to be submitted online
2.	Earnest Money Deposit (EMD)	to be submitted online

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3.	Bidder must be an individual Company/ Firm/Corporation registered under Indian Company Act, 1956/ The Partnership Act 1932; or Government undertaking, society, corporation, company or autonomous body managed or controlled by Government.	Company Registration Certificate. Bidder should submit the certificate from Company Secretary / External Auditor / Authorized Signatory to this effect.
4.	Bidding firm should have been in existence and providing similar services for at-least the last five financial years in India till 31 st March 2016.	<ul style="list-style-type: none"> •VAT/SalesTaxRegistrationCertificate •Service Tax RegistrationCertificate •Income Tax Registration/PAN Number Bidder should submit the certificate from Company Secretary / External Auditor / Authorized Signatory to this effect.
5.	Bidder must have an annual turnover of average INR 5.00 Crores in each Financial Year 13-14, FY 14-15, and FY 15-16. Current net worth (i.e. 31st March 2016) of minimum Rs.2.00 Crores.	Financial Statements including Balance sheet and Profit & Loss statements for the last 3 financial years. Bidder should submit the certificate from Company Secretary / External Auditor / Authorized Signatory to this effect.
6.	Bidder should not have filed for Corporate Debt Restructuring in the last 3 financial years.	Bidder should submit a certificate from Company Secretary / External Auditor / Authorized Signatory to this effect.
7.	Bidder should not be currently black listed/ suspended by any Central/State Govt. depts. /Public Sector Banks.	Bidder should submit Affidavit on Rs. 100/- Stamp Paper as per Annexure – Para 11.1.6. Form PQ 6

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8.	<p>Bidder should be the Original Equipment Manufacturers (OEM) computer and peripheral devices as mentioned in this RFP.</p> <p>(OR)</p> <p>An Authorised Dealer</p>	<p>If the applicant is Manufacturer, they should have manufacturing and testing facilities of International Standards and should enclose the details of locations where the manufacturing and testing facilities are available.</p> <p>If the bidder is an Authorised Dealer, an Authorisation Letter from their OEM to deal/market their product in India</p> <p>Bidder should be from top five OEM's as per IDC/Gartner Report.</p> <p>Manufacturer/Dealer/Distributor Certificate</p>
9.	Local Office Address	<p>The Bidder to furnish their existing local service center infrastructure details like contact details with postal address, No. of engineers besides local Contact Person Name, Address, Phone No, Mobile No., E-mail ID etc.</p>
10.	Authorised Signatory to the Bid	<p>All the pages of Technical Bid and Commercial Bid should be duly sealed and signed by the authorized signatory</p> <p>The bids from authorised dealers / authorised suppliers should be accompanied with back-up authority letter from the concerned manufacturers who authorised them to market their product, provided further that such an authority letter is valid at the time of bid opening. Bid without back-up authority from manufacturer will not be considered.</p>

9.2 Evaluation Criteria

- I. University of Mumbai will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders on Cost Based Selection method (CBS).
- II. The Proposal Evaluation Committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence may lead to rejection.
- III. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- IV. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- V. The Proposal Evaluation Committee reserves the right to reject any or all

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- proposals on the basis of any deviations without assigning any reason thereof.
- VI. Each of the responses shall be evaluated as per the criteria and requirements specified in the RFP.
 - VII. The bidders need to demonstrate all the proposed equipments to the Proposal evaluation committee on the defined date.

9.2.1 Commercial Evaluation Criteria

- I. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- II. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- III. Any conditional bid would be rejected.
- IV. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail" however in either case the lower amount will be taken for final evaluation and consideration.
- V. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
- VI. Bidder should provide all prices as per the prescribed format provided in format given in section 11.2.
- VII. All the prices (even for taxes) are to be entered in Indian Rupees only (%age values are not allowed)
- VIII. University of Mumbai reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.

10 Post Qualification and Award Criteria

- I. The price bid should be unconditional if the bid contains price subject to certain conditions then it will be liable for rejection, in which event; the University of Mumbai will proceed to the next best evaluated bid.
- II. University of Mumbai is not bound to accept the best evaluated bid or any bid and reserves the right to accept any bid, wholly or in part or reject all bids, without assigning any reasons thereof.

10.1 Right to Vary Scope of Contract at the time of Award

- I. University of Mumbai may at any time, by a written notice to the Bidder, make changes to the scope of the Contract as specified, after mutual discussion with the bidder.
- II. If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the change order issued by the University of Mumbai.

10.2 Right to Accept Any Bid and to Reject Any or All Bids

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- I. University of Mumbai reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Action of University of Mumbai.
- II. University of Mumbai reserves the right to negotiate the commercials with the selected Bidder and seek revised commercial bid.

10.3 Notification of Award

- I. Prior to the expiration of the period of bid validity, University of Mumbai will notify the successful Bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that his bid has been accepted.
- II. The notification of award will constitute the formation of the Contract.
- III. Upon the successful Bidder's furnishing of Bank Guarantee for contract performance, University of Mumbai may notify unsuccessful Bidders and will discharge their EMD

10.4 Bank Guarantee for Contract Performance

- I. Within 15 days of the receipt of the date of notification of award from the University of Mumbai, the successful Bidder shall furnish the performance security in accordance with the Terms & Conditions of Contract, in the form of Contract Performance Guarantee Bond prescribed at Section 11.
- II. Failure of the successful Bidder to comply with the requirement of above Clause a, shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD. The University of Mumbai reserves right to blacklist the bidder for non-compliance of the contract. If the University of Mumbai gets the work done from elsewhere, the difference in the cost of getting the work done from elsewhere shall be borne by the successful Bidder.

10.5 Signing of Contract

- I. At the time as the University of Mumbai notifies the successful Bidder that his bid has been accepted, University of Mumbai will send the Bidders the Proforma for Contract provided in the Tender Document, incorporating all agreements between the parties.
- II. Within 7 days of the date of furnishing the bank guarantee for contract performance, the successful Bidder shall sign Contract and return it to University of Mumbai.
- III. If the successful bidder fails, except for valid reasons to be communicated in writing by him to the University of Mumbai to sign the contract within the timeline given above he shall be liable to penalty of **Rs 10,000/- (Ten Thousand Only)** per week, for four weeks and there after his EMD shall be liable to be forfeited. The University of Mumbai reserves right to terminate the contract in such a case.

10.6 Confidentiality of the Document

This Tender Document is confidential and the bidder shall ensure that anything contained in this Tender Document shall not be disclosed in any manner, whatsoever.

10.7 Rejection Criteria

- I. Besides other conditions and terms highlighted in the tender document, bids may

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be rejected under following circumstances:

- II. General Rejection Criteria
 - a. Bids submitted without EMD or with improper EMD
 - b. Conditional Bids
 - c. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process
 - d. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
 - e. Bids received by the University of Mumbai, after the last date prescribed for receipt of bids.
 - f. Bids without signature of person (s) duly authorized on required pages of the bid.
 - g. Bids without power of attorney or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
 - h. Bids without a required documentation
- III. Technical Rejection Criteria
 - a. Technical Bid containing commercial details.
 - b. Revelation of Prices in any form or by any reason before opening the Commercial Bid
 - c. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
 - d. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
 - e. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.
 - f. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
 - g. If the bid does not confirm to the timelines indicated in the bid.
- IV. Commercial Rejection Criteria
 - a. Incomplete Price Bid
 - b. Price Bids that do not conform to the Tender's price bid format.
 - c. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
 - d. If there is an arithmetic discrepancy in the commercial bid calculations the University of Mumbai shall rectify the same. If the Bidder does not accept the correction of the errors, his bid may be rejected.

10.8 Concessions permissible under statutes

Bidder, while quoting against this tender, must take cognizance of all concessions permissible under the statutes including the benefit under Central Sale Tax Act, 1956, failing which he will have to bear extra cost where Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc. University of Mumbai will not be held responsible for this.

10.9 Income tax liability

- I. The bidder will have to bear all Income Tax liability both corporate and personal tax.

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- II. Additional information/clarification
- III. The University of Mumbai reserves the right to ask for any additional information, as it may deem necessary to evaluate the bid proposal. Bids of the bidders failing to submit additional information or clarification as sought by the University of Mumbai within 10 days of the receipt of the letter requesting for such additional information and/or clarification, will be evaluated based on the information furnished along with the bid proposal.

10.10 Other liabilities

- Proprietary rights
- I. The bidder/supplier shall indemnify the University of Mumbai against all third party claims of infringement of patent, copyright, trademark and trade designs arising from use of the goods or any part thereof in India.

10.11 Installation and Demonstration of Goods

- I. Immediately after delivery of goods, the supplier should send his team of experts for installation and demonstration of goods supplied. The goods will be offered for inspection and trial by the supplier after complete installation is done.
- II. Foundation & electrical connection as per drawing, if any, will be supplier's responsibility. Allocation of proper space and power supply within the vicinity of three meters from the place of vicinity will be the responsibility of the consignee.
- III. Free training for operation and preventive & breakdown maintenance of the equipment is to be arranged by the supplier / manufacturer immediately after installation to minimum of 3 staff members from each of the consignee.
- IV. Supplier will ensure the time table of Pre dispatch inspection, delivery of goods, installation, demonstration and training given in his acceptance letter.



11 Formats

11.1 Pre-Qualification and Technical Qualification Formats

Sl.no.	Bid document reference	Remarks
1	Compliance Form	
2	Form PTQ#1: General Information	
3	Form PTQ#2: Financial Capability	
4	Form PTQ#3: Authorization Letter From OEMs	
5	Form PTQ#4: No Deviation Statement	
6	Form PTQ#5: Office Location details	To be furnished in company letter head
7	Form PTQ#6: Declaration regarding clean track record	
8	Format on Undertaking for Delivery	
9	Format for Undertaking for demonstration	

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11.1.1 Form - PQ#1 – General Information

<<To be completed by the Bidder>>

<<On the letterhead of the Company>>

1	Name of the Company/ Firm	:	
2	Date of Incorporation (Registration Number & Registering Authority) VAT No., CST No., PAN No.	:	
3	Legal Status of the Company in India & Nature of Business in India	:	
4	Address of the Registered Office in India	:	
5	Date of Commencement of Business	:	
6	Name & e-mail id, phone number, fax of the Contact Person	:	
7	Quality Certifications	:	
8	Web-Site	:	
9	EMD details	:	
10	Proof of purchase of bid document	:	

Note: All the supporting documents needs to be submitted along with the above information, without which the information furnished above will not be taken into consideration and hence the tender submitted is liable for rejection.

Place:

Bidder's signature
and seal.

Date :

UNIVERSITY OF MUMBAI



11.1.2 Form PQ2 - Financial Capability

<<To be completed by the Bidder>>

<<On the letterhead of the Chartered Accountant>>

<<To be submitted along with Audited Financial Statements>>

(All values in Rs. Lakhs)

Financial Information of <Bidder>					
Turnover of <Bidder>					
Sr.no.	Financial Year	Total Turnover of the firm	Average annual turnover	Average Annual turnover of Rs.5 crore from supply, installation and maintenance of computer hardware	Net Worth of Company
	(1)	(2)	(3)	(4)	(5)
1	FY 2013-14				
2	FY 2014-15				
3	FY 2015-16				

Note:

- Turnover in areas other than mentioned above shall not be considered for evaluation.
- Please attach audited Balance Sheets and IT return statements to confirming the figures mentioned in columns (2).
- Bidder should submit any of the Audited balance sheet / Profit & Loss statement / certificates from CFO of the Company duly audited by the Chartered Accountant and certified by the Company Secretary for all the above stated three financial years.

Place:

Date :

Bidder's signature
and seal.

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11.1.3 Form PQ3 - Authorization from OEMs

Date:

To:

The Registrar,
University of Mumbai,
Fort, Mumbai-400032.

Sub : Authorization for submission of Tender for **Procurement, Installation, Commissioning, And Maintenance of Computer Hardware**

Ref : Your Tender No. REG/ICD/2016-17/909 dated: 28.10.2016

Dear sir

With reference to above, this is to inform you that. We, _____ are an established manufacturer of _____, having factory at _____ since 19__/ 20__.

We do hereby authorize M/S _____ to quote and negotiate for item/s mentioned in tender enquiry number Due on _____.

We further undertake that the products supplied by M/S _____ will be fully supported by us during and after the warranty period and all service calls will be attended by us / our authorized service provider promptly.

All goods/equipment to be supplied under the contract are of the most recent and current model and that they incorporate all recent improvements in design and materials provided in contract.

The list of Authorized service providers in India/ Maharashtra is attached herewith.

Thanking you.

For _____

Authorised Signatory

Name

Designation -

Address-

(To be printed on the letter head of the firm)

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11.1.4 Form PQ4 – No Deviation Statement

Date:

To:

The Registrar,
University of Mumbai,
Fort, Mumbai-400032

Dear Sir,

We submit herewith a no deviation statement giving comparison of our technical offer and the specifications of the items mentioned in the tender no. REG/ICD/2016-17/909 dated: 28.10.2016.

Due on _____

Name of Manufacturer: -

Make & Model quoted:-

Specification of equipment stated in Tender Enquiry step by step (Department's Specifications)	Specification of equipment offered by Bidder step by step (Technical offer by manufacturer)	Whether there is any deviation from the tender specification Yes / No	If yes, indicate clearly the deviations and their justification
1	2	3	4

Signature of Bidder with Seal

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11.1.5 Form PQ 5 – Office Location/ Service Centre Details

<<To be completed by the Bidder>>

<<On the letterhead of the Company with Authorized Person Signature and Seal of Company>>

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11.1.6 Form PQ 6 – Form of Declaration for Clean Track Record.

Date:

Tender No: REG/ICD/2016-17/909 dated: 28.10.2016

To

The Registrar,

University of Mumbai,

Fort, Mumbai-400032

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document, Tender No. REG/ICD/2016-17/909 dated: 28.10.2016 regarding “Procurement, installation, commissioning, and maintenance of computer hardware for University of Mumbai”. I hereby declare that my Firm/ Company has not been debarred/ black listed by any State Government/ Central Government/ Public Sector undertaking or Corporation or Autonomous Organization of Central or State Government/ Semi-Government organizations in India for breach of Contractual Conditions as on bid submission date.

Further, hereby declare that our Firm, our associate/ group firm are not indulged in any such activities which can be termed as the conflicting activities. I also acknowledge that in case of misrepresentation of the information, our proposals/ contract shall be rejected/ terminated, which shall be binding on us.

I further certify that I am competent officer in my company to make this declaration.

Yours Sincerely

Authorized Signatory (with Seal)

Name and Title of the Signatory:

Name of Company

Address:

Contact information:

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11.1.7 Format for Undertaking for the Delivery

Date:

To
The Registrar,
University of Mumbai,
Fort, Mumbai-400032

Subject: Undertaking for Delivery

We _____, the manufacturers of _____ (name of item) do undertake to deliver the material mentioned in the tender No. REG/ICD/2016-17/909 dated: 28.10.2016 within the stipulated delivery period mentioned in the tender form.

Yours Sincerely

Authorized Signatory (with Seal)

Name and Title of the Signatory:

Name of Company

Address:

Contact information:

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11.1.8 Undertaking for Demonstration

Date:

To

The Registrar,

University of Mumbai,

Fort, Mumbai-400032

Subject: Undertaking for Demonstration

We _____, the manufacturers of _____(name of item) do undertake to demonstrate the material mentioned in the tender No. REG/ICD/2016-17/909 dated: 28.10.2016, as and when asked by the purchasing authority

Yours Sincerely

Authorized Signatory (with Seal)

Name and Title of the Signatory:

Name of Company

Address:

Contact information:

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11.2 Commercial Format

Part A	Desktop Computers	Item Nos.	Unit Rate	Tax Amount	Total Amount
			INR	INR	INR
	<p>(A) High Resolution DT Machine Specification.</p> <ol style="list-style-type: none"> 1. Processor: Intel core i5-6500, 3.2 GHz, 6 MB Cache Processor equivalent or higher 2. Chipset: Z170 chipset or higher 3. Memory: 8 GB 1600 MHz DDR3 RAM with 32 GB expandable or higher HDD: 1TB 7200 RMP SATA+ 256 GB SSD or higher 4. Display: 19” LED Digital Color monitor Full HD or higher 5. Network Facility: Gigabite LAN 6. DVD RW Drive 7. OS and Software (Provided Separately) <ol style="list-style-type: none"> a) Windows 10 Bussiness or higher b) Microsoft Office Home and Business 2016 or latest 8. Three years On-sight warranty 	26			
	<p>(B) UGC Human Resource Development Centre</p> <p>Intel core i7 Configuration (Desktop)</p> <ol style="list-style-type: none"> a) CPU: Intel Core i7-6700k, 4.00GHZ, 8MB Cache-6th Generation b) Motherboard: Intel 6th Generation/Socket 1151 c) Memory : 8GB DDR4 d) Hard Disk Drive: 1 TB Desktop Internal Hard drive e) Monitor: 20inch Backlight LED Monitor 1920 x 1080 Pixel f) Keyboard: USB keyboard with 104 keys 	100			

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	<ul style="list-style-type: none"> g) Mouse: Optical with USB interface h) Bays: 3 Nos. or above i) Ports: 6 USB Ports including 2 USB 3.0 Ports (with at least 2 in front) j) Audio ports for microphone and headphone in front k) Cabinet: ATX Full Tower with SMPS 600 w or more l) DVD 16X or better/ Blue ray RW Drive m) WiFi Adapter n) Operating system: Fee Linux 				
	<p>(C) <u>Department of Statistics</u></p> <ul style="list-style-type: none"> a) Intel Core i5 processor (3.60 GHZ) with gigabyte b) Motherboard c) 4 GB DDR 3 RAM d) 500 GB SATA HARD Disk e) 17" LED Monitor f) PS2 Keyboard & mouse g) SMPS and Cabinet h) DVD writer 	10			
	<p>(D) <u>Department of Physical Education</u></p> <ul style="list-style-type: none"> a) 6th Gen Intel i5 Core processor, 4 Gb RAM, 1 TB HDD, 21.5 inch monitor, Windows 8.1 OS b) 6th Gen Intel i3 Processor, 1 TB HDD, 4 GB RAM, 21.5 inch Monitor, Windows 8.1 OS c) 6th Gen Intel i3 Processor, 1 TB HDD, 4 GB RAM, 21.5 inch monitor, Windows 8.1 OS d) 6th Gen Intel i3 Processor, 1 TB HDD, 4 GB RAM Windows 8.1 OS 	1 7 1 10			
	<p>(D) <u>Alkesh Dinesh Mody Institute For Financial & Management Studies</u></p> <ul style="list-style-type: none"> a) 6th Gen Intel i3 Processor, 1 TB HDD, 4 GB RAM, 21.5 inch Monitor, Windows 8.1 OS, 	12			
Total					

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Part B	Servers			
	<p><u>(A) Server Specification</u></p> <ol style="list-style-type: none"> 1. Processor: Dual Processor Intel Xeon Processor E5-2667 v4 (8C/16T)3.20 GHz, TLC 25MB, Turbo 3.50 GHz, or latest processor 2. Rack Mountable 3. Chipset: Intel C612 or latest 4. Memory: 128 GB memory using 16GB DDR4, 5. Monitor: single integrated 19” LCD Drawer in 1U, Display resolution 1280X1024 or higher 6. Storage: 4nobs X 2 TB SAS HD7.2K Hot Plug 3.5” or higher, Swappable 7. Hardware RAID controller: RAID 5 or higher 8. Number of fans: 4+1 redundant / hot plug 9. Power supply: With redundant power supply 10. Warranty: Three years Onsite warranty 11. OS for Server Specification (Provided Separately) <ol style="list-style-type: none"> a) Windows Server 2012 or latest 	6		
	<p><u>(B) UGC Human Resource Development Centre Server</u></p> <ol style="list-style-type: none"> a) Processor: Dual Processor Intel Xeon Processor E5-2667 v4 (8C/16T)3.20 Ghz, TLC 25 MB, Turbo 3.50 GHz, or latest processor b) Chipset: Intel C612 or latest c) Memory: 128 GB memory using 16 GB DDR4, reg2133 MHz ECC module or higher d) Monitor: single integrated 19” LCD Drawer in 1 U, Display resolution 1280 x 1024 or higher e) Storage: 4 nobs x 2 TB SAS HD7.2 K Hot Plug 3.5”or higher f) Hardware RAID controller: RAID 5 or higher 	2		

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	g) Number of fan: 4 + 1 redundant/hot plug h) Power supply: With redundant power supply i) Warranty: Three years Onsite warranty																														
Total																															
Part C	High Resolution Laser Printers																														
	<p>Printer1 Technology: Lesser</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Printing Speed</td> <td style="width: 10%;">A4</td> <td style="width: 70%;">Mono: 32 pages / Colour: 30 pages</td> </tr> <tr> <td></td> <td>A3</td> <td>Mono: 15 pages / Colour: 15 pages</td> </tr> </table> <p>Print Resolution 1200X600 DPI Paper Size: A3, A4, Letter Network: USB 2.0 Paper Tray: 550 sheets Warranty : Onsite 3 year Compatible OS: Windows/Linux/Mac compatible</p> <p>Printer2</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Printing Method:</td> <td colspan="3">Black & White Laser Beam Printing</td> </tr> <tr> <td rowspan="2">Print Speed:</td> <td style="width: 10%;">Mono:</td> <td style="width: 10%;">A4 /</td> <td style="width: 50%;">40 / 42ppm</td> </tr> <tr> <td>Letter</td> <td></td> <td></td> </tr> <tr> <td rowspan="2"></td> <td>Duplex:</td> <td>A4 /</td> <td>20 / 20.5ppm</td> </tr> <tr> <td>Letter</td> <td></td> <td>(10 / 10.25spm; sheets/min.)</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Print Resolution:</td> <td>600 x 600dpi 1200 x 1200dpi (equivalent) 2400 (equivalent) × 600dpi</td> </tr> </table> <p>Paper input: 500 Paper Size: A4/B5/A5/A6/Legal/Letter/EXE/16K/8.5”A-13. Duty cycles (per month): 100000 USB Port Compatible OS: WindowsXP (32bit / 64bit), Windows Server 2003 (32bit / 64bit), Windows Vista (32bit / 64bit), Windows Server 2008 R2 (64bit), Windows Server 2008 (32bit / 64bit), Windows 7 (32bit / 64bit) Mac OS X 10.5.8 and above *¹, Linux*², Citrix Paper Type: Plain Paper / Heavy Paper / Transparency / Label / Index Card / Envelope</p> <p>Warranty: Onsite 3 year or more</p>	Printing Speed	A4	Mono: 32 pages / Colour: 30 pages		A3	Mono: 15 pages / Colour: 15 pages	Printing Method:	Black & White Laser Beam Printing			Print Speed:	Mono:	A4 /	40 / 42ppm	Letter				Duplex:	A4 /	20 / 20.5ppm	Letter		(10 / 10.25spm; sheets/min.)	Print Resolution:	600 x 600dpi 1200 x 1200dpi (equivalent) 2400 (equivalent) × 600dpi	7			
Printing Speed	A4	Mono: 32 pages / Colour: 30 pages																													
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Printing Method:	Black & White Laser Beam Printing																														
Print Speed:	Mono:	A4 /	40 / 42ppm																												
	Letter																														
	Duplex:	A4 /	20 / 20.5ppm																												
	Letter		(10 / 10.25spm; sheets/min.)																												
Print Resolution:	600 x 600dpi 1200 x 1200dpi (equivalent) 2400 (equivalent) × 600dpi																														
		10																													
Total																															
Part D	Copiers																														
	Standard functions: Copy, Email, Print, Scan Optional functions: Walkup fax Copy/print speed: Color: up to 30 ppm; Black: up to 30 ppm	15																													

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	<p>Duty cycle: Up to 90,000 images/month Connectivity: 10/100/1000 BaseT Ethernet, High-Speed USB 2.0 direct print (optional: Wi-Fi (with Xerox® USB Wireless Adapter)) Controller features: Configuration Cloning, Online Support, Remote Control Panel, Unified Address Book Hard drive: 250 GB (min) Processor: Dual-core 1.2 GHz Device memory: 2 GB system plus 1 GB page memory Document handler: Duplex Automatic Document Feeder Capacity: 110 sheets Size: 5.5 x 8.5 in. to 11 x 17 in. (148 x 210 mm to 297 x 420 mm)</p>				
Total					
Part E	High Resolution Camera Scanner				
	<p>V-shape Smart book Scanner</p> <p>V-shape book cradle with real glass plate (3 mm safety glass) Max. Cycle Speed:1000 pages /hour Book Cradle:100% opening angle; smooth side flaps; Book Spine Support Operating Modes: full-automatic / semi-automatic / manual Different ways of activating the scanning automatically (after closing the glassplate, when removing the hand, using a foot pedal, etc.) Robust scanner (camera's invisible and protected) Max. Book Size: For books up to size 61 x 82 cm (thickness 16 cm) Image Resolution: 300ppi, 400ppi, 600ppi CMOS capturing system Camera: CANON D-SLR 700D/ CANON D-SLR 5D MARK III/ NIKON D-SLR D810/ CANON 5D /5DSR flexible system with possibility to upgrade to the newest camera systems in the future OCR Software</p> <p>Overhead scanner for formats up to A2+</p> <p>Functions</p> <p>600 x 600 optical dpi V-shaped book cradle 120 - 180 degrees Open client interface for operation with BSW, BCS-2, Opus FF, Scangate Folder mode for scanning complete file folders Book Fold Correction - Scan bound documents without shadows Automatic finger and thumb removal Automatic Crop &Deskew</p>	01			

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	<p>Digital color balance Integrated ICC-profile Automatic white balance and black value Scan to USB--Walk-up Scanning to USB Stick Scan to Print--Output to any connected printer Scan to Network--Output to any network driver Scan to Pad - Wireless scanner operation and storage for iPad, Android Smart Phones / Tablets Output formats Scan2PDF (PDF, PDF/A), JPEG, TIFF, PNM</p> <p>Features</p> <p>LED lamps, no warm up, IR/UV free Large color WVGA touchscreen for simplified operation User interface configurable in your language 19 inch preview screen Microsoft/ Linux operating system Operating system independent, runs under Windows, Linux, Mac OS, Unix Network scanning via any web browser; i.e. IE, Safari, Chrome, Firefox Easy installation Remote maintenance and analysis Web based firmware updates including 12 months Warranty</p>	02			
Total					
Grand Total (Part A + Part B + Part C + part D+ Part E)					

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12 Format for Performance Bank Guarantee

To,
The Registrar,
University of Mumbai,
Fort, Mumbai-400032

Dear Sirs.

Whereas you intent to enter into a contract, as per your Letter of Intent, Reference No. _____ dated _____(Hereinafter referred to as "the contract") with M/s _____ as vendor for the supply of _____ defined in contracts schedule, (hereinafter referred to as "the goods / services") and whereas the vendor has undertaken to produce a performance cum warranty bond for amount of Rs _____ being equal to 10% of the total contract value of the goods / services to be delivered as specified contract No _____ dated _____ referred to as "contract to secure its obligations to the beneficiary with respect to the goods specified in the invoice.

- I. We _____ (Name of the Bank), hereby expressly, irrevocably, and unreservedly undertake and guarantee as principal obligators on behalf of the Seller that in the event that the beneficiary submits a written demand to us stating that the Seller has not performed according to the terms and conditions of the contract, we will pay you on demand and without demur any sum up to a maximum amount of (5% of the contract value). Any claims must bear the confirmation of your bankers that the signatures thereon are authentic. Your written demand shall be conclusive evidence to us that such written demand. For the avoidance of doubt any documents received by way of facsimile or similar electronic means is/are not acceptable for any purpose(s) under this guarantee.
- II. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between beneficiary and the seller or any forbearance whether as to payment, time performance or otherwise.
- III. In no case shall the amount of the guarantee be increased.
- IV. Unless a demand under this guarantee is received by us in writing on or before the expiry dates (unless this guarantee is extended by the seller), all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
- V. This guarantee shall be a continuing guarantee (which means guarantee will also be valid if the bank is in under liquidation or bankruptcy) and shall not be discharged by any change in the constitution of the bank or in the constitution of the Seller.
- VI. Please return this letter of guarantee immediately after our liability thereafter has ceased to be valid.

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- VII. Our liability under this guarantee will cease to be valid even if the guarantee deed is not returned to us.
- VIII. This guarantee is personal to the beneficiary and not assignable to a third party without our prior written consent.
- IX. This guarantee shall be governed by Indian Law. This guarantee is valid until the <<mention date>>.

Signature and Seal of Guarantors

Date _____

Address: _____

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13. Guidelines to Contractors on the operations of Electronic Tendering System of UNIVERSITY OF MUMBAI <https://dhe.maharashtra.etenders.in>

A. Pre-requisites to participate in the Tenders processed by UNIVERSITY OF MUMBAI :

1. Registration of Contractors on Electronic Tendering System on Sub – Portal of UNIVERSITY OF MUMBAI:

The Contractors **Non Registered** in UNIVERSITY OF MUMBAI and interested in participating in the e-Tendering process of UNIVERSITY OF MUMBAI shall be required to enroll on the Electronic Tendering System. To enroll contractor has to generate User ID and password on the <https://maharashtra.etenders.in>

Once the ID is generated the Contractor can login into the e-Tendering portal of Government of Maharashtra. The process of Enrolment is explained in Step

i) – Registration of New Contractors.:

Registration Link :

<https://maharashtra.etenders.in/tnduploads/mah/pressnotices/RegistrationofContractorsOnline.pdf>

The Contractors may obtain the necessary information on the process of enrolment either from **Helpdesk Support Team: 020-30187500** or may visit the information published under the link **Enroll** under the section ***E-Tendering Toolkit for Bidders*** on the Main Portal of of the Electronic Tendering System for UNIVERSITYOF MUMBAI i.e. <https://maharashtra.etenders.in>

2. Obtaining a Digital Certificate: <https://maharashtra.etenders.in/mah/DigitalCerti.asp>

The Bid Data that is prepared online is required to be encrypted and the hash value of the Bid Data is required to be signed electronically using a **Digital Certificate (Class – II or Class – III)**. This is required to maintain the security of the Bid Data and also to establish the identity of the Contractor transacting on the System. **This Digital Certificate should be having Two Pair (1. Sign Verification 2. Encryption/ Decryption)**

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 Encryption Digital

Certificate which is used to encrypt the data / information and Signing Digital Certificate to sign the hash value during the ***Bid Preparation and Hash Submission*** stage. 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 securely 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

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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 via an authorization certificate signed by a partner of the firm (and in case the applicant is a partner, another partner in the same form is required to authorize) 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 Authority 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 on 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. The Contractor should Ensure while procuring new digital certificate that they procure a pair of certificates (two certificates) one for the purpose of Digital Signature, Non-Repudiation and another for Key Encipherment.

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 of RAM and broadband connectivity with minimum 512 kbps bandwidth. However, Computer Systems with latest i3 / i5 Intel Processors and 3G connection is recommended for better performance.

Operating System Requirement: Windows XP – Service Pack 3

Windows 7 – Professional, Enterprise and ultimate Edition

Windows Vista – Business, Enterprise and ultimate Edition

Browser Requirement (Compulsory) : Internet Explorer Version.7 And Above

4. Set up of Computer System for executing the operations on the Electronic Tendering System:

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 steps to install these Components are provided in section Step 1 – Instructions for New User.

Mandatory Components Are :

1> Number To Word Conversion Utility 2> NxtCryptoSetupEtoken Utility(SHA2)

The Utilities are available for download freely from the above mentioned section. The Contractors are requested to refer to the ***eTendering 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.

Mandatory Internet Setting:

<https://maharashtra.etenders.in/tnduploads/mah/pressnotices/User%20Guide.pdf>

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5. Online Payment for Service Provider Fees:

In addition to the Tender Document Fees, Registration Fees and EMD payable to **UNIVERSITY OF MUMBAI**, the **Contractors will have to pay Service Providers Fees of Rs. 1,058/- through online payments gateway service available on Electronic Tendering System**. For the list of options for making online payments, the Contractors are advised to visit the link ***ePayment Options*** under the section ***E-Tendering Toolkit for Bidders*** on the Home Page of the Electronic Tendering System i.e. **<https://maharashtra.etenders.in>**

Steps to be followed by Contractors to participate in the e-Tenders processed by UNIVERSITY OF MUMBAI .

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 or .jpg** 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 **UNIVERSITY OF MUMBAI** at the time of tender Opening stage unless the documents are specifically attached to the bid during the online Bid Preparation and Hash Submission stage as well as during Decryption and Re-encryption stage.

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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 Tenders released by **UNIVERSITY OF MUMBAI** on the home page of **UNIVERSITY OF MUMBAI** e-Tendering Portal on <https://dhe.maharashtra.etenders.in> under the section Recent Online Tender.

3. **Online Tender Fees To Download of Tender Documents :**

The Pre-qualification / Main Bidding Documents are available for free downloading. However to participate in the online tender, the bidder must purchase the bidding documents via online mode by filling the cost of tender form fee. i.e. All the eligible contractors can make payment of Tender through online by using their Debit Card , Credit Card or Net Banking.

4. **Online EMD payment and Bid Preparation and submission of bid Hash (seal) of Bids**

Bid preparation will start with the stage of EMD Payment which bidder has to pay online using any one online pay mode as RTGS, NEFT or payment gateway. i.e.

In this stage all the contractor will have to pay EMD online by using their Debit Card , Credit Card or Net Banking Or they can use NEFT/RTGS Options also

For EMD payment, if bidder use NEFT or RTGS then system will generate a challan (in two copies) with unique challan No. specific to the tender. Bidder will use this challan in his bank to make NEFT/RTGS Payment via net banking facility provided by bidder's bank.

Bidder will have to validate the EMD payment as a last stage of bid preparation. If the payment is not realized with bank, in that case system will not be able to validate the payment and will not allow the bidder to complete his Bid Preparation stage resulting in non participation in the aforesaid eTender.

Note :

* Relaisation of NEFT/RTGS payment normally takes 2 to 24 hours, so it is advised to make sure that NEFT.RTGS payment activity should be completed well before time.

* NEFT/RTGS option will be depend on the amount of EMD.

* Help file regarding use of e-Payment Gateway can be downloaded from e-Tendering portal.

Submission of Bids will be preceded by online bid preparation and submission of the digitally signed Bid Hashes (Seals) 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 **UNIVERSITY OF MUMBAI** . The templates may be either form based, extensible tables and / or unloadable documents. In the form based type of templates and extensible table type of templates, the Contractors are required to enter the data and encrypt the data using the Digital Certificate.

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In case Unloadable document type of templates, the Contractors are required to select the relevant document / compressed file (containing multiple documents) already uploaded in the briefcase.

Notes :

- a. The Contractors upload a single documents or a compressed file containing multiple documents against each unloadable option.
- b. The Hashes are the thumbprint of electronic data and are based on one – way algorithm. The Hashes establish the unique identity of Bid Data.
- c. The Bid hash values are digitally signed using valid class – II or Class – III Digital Certificate issued any Certifying Authority. The Contractors are required to obtain Digital Certificate in advance.
- d. After the hash value of bid is generated, the Contractors cannot make any change/ addition in its bid data. The bidder may modify bids before the deadline for Bid Preparation and Hash Submission as per Time Schedule mentioned in the Tender documents.
- e. This stage will be applicable during both. Pre-bid/Pre-qualification and Financial Bidding Processes.

5. Close for Bidding (Generation of Super Hash Values) :

After the expiry of the cut- off time of Bid Preparation and Hash Submission stage to be completed by the Contractors has lapsed, the Tender will be closed by the Tender Authority.

The Tender Authority from **UNIVERSITY OF MUMBAI** shall generate and digitally sign the Super Hash values (Seals).

6. Decryption and Re-encryption of bids (submitting the Bids online) :

After the time for generation of super hash values by the Tender Authority from **UNIVERSITY OF MUMBAI** has lapsed, the **Contractors have to make the online payment of Rs. 1,058/- (882 + Payment Gateway Charges + Service Tax) towards the fees of the Service Provider.** After making online payment towards fees of Services provider, the Contractors are required to decrypt their bid data using their Digital Certificate and immediately re-encrypt their bid data using the public key of the Tendering Authority. The Public Key of the Tendering Authority is attached to the Tender during the Close for Bidding stage.

Note: The details of the Processing Fees shall be verified and matched during the Technical Opening stage.

At this time the Contractors are also required to upload the files for which they generated the Hash values during the Bid Preparation and Hash Submission Stage.

The Bid Data and Documents of only those Contractors who have submitted their Bid Hashes (Seals) Within the stipulated time (as per the Tender Time Schedule), will be available for decryption and re-encryption and to upload the relevant documents from Briefcase. A Contractor who has not submitted his Bid Preparation and Hash Submission stage within the stipulated time will not be allowed to decrypt / re-

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encrypt the bid data / submit documents during the stage of decryption and Re-encryption of bids (submitting the bids online).

7. **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 email.

8. **Opening of the Financial Bids :**

The Contractors may remain 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 **UNIVERSITY OF MUMBAI** e-Tendering Portal immediately after the completion of opening process.

9. **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.

C) **Terms and Conditions for Online Payments :**

The Terms and Conditions contained herein shall apply to any person ("User" using the services of **UNIVERSITY OF MUMBAI** Maharashtra, hereinafter referred to as "Merchant" for making Tender fee and Earnest Money deposit (EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with eTendering Service provider and Payment Gateway Service provider through **UNIVERSITY OF MUMBAI** Maharashtra website i.e. <https://dhe.maharashtra.etenders.in> Each User is therefore deemed to have read and accepted these Terms and Conditions.

Privacy Policy

The Merchant respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes Merchant's treatment of personally identifiable information that Merchant collects when the User is on the Merchant's website. The Merchant does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specification and knowingly provide such information on the Website. Like any business interested in

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offering the highest quality of service to clients, Merchant may, from time to time send email to the User and other communication to tell the User about the various services, features, functionality and content offered by Merchant's website or seek voluntary information from the User.

Please be aware, however, that Merchant will release specific personal information about the User if required to do so in the following circumstances:

- a) In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b) If any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c) To protect or defend Merchant's legal rights or property, the Merchant's site, or the Users of the site or:
- d) To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of Merchant's website/offerings.

General Terms and Conditions For E-Payment

1. Once a User has accepted these Terms and Conditions, he/ she may register on Merchants website and avail the Services.
2. Merchant's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of Merchant's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by Merchant with respect to such use. Each User accepts and agrees that the provision of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of Merchant.
3. If any Part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms and Conditions shall continue in effect.
4. These Terms and Conditions constitute the entire agreement between the User and Merchant. These Terms and Conditions supersede all prior or contemporaneous communications and proposals. Whether electronic, oral or written, between the User and Merchant. A printed version of these Terms and Conditions and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the

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same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

5. The entries in the books of Merchant and/or the Payment Gateway Service Providers kept in the ordinary course of business of Merchant and/or the Payment Gateway Service Providers with regard to transactions covered under these Terms and Conditions and matters therein appearing shall be binding on the User and shall be conclusive proof of the genuineness and accuracy of the transaction.
6. **Refund For Charge Back Transaction:** In the event there is any claim for / of charge back by the User for any reason whatsoever, such User shall immediately approach Merchant with his / her claim details and claim refund from Merchant alone. Such refund (if any) shall be effected only by Merchant via payment gateway or by means of a demand draft or such other means as Merchant deems appropriate.

No claims for refund/ charge back shall be made by any User to the Payment Gateway Service Provider(s) and in the event such claim is made it shall not be entertained.

7. In these Terms and Conditions, the term "Charge Back" shall mean approved and settled credit card or net banking purchase transaction(s) which are at any time refused, debited or charged back to merchant account (and shall also include similar debits to Payment Gateway Service Provider's accounts, if any) by the acquiring bank or credit card company for any reason whatsoever, together with the bank fees, penalties and other charges incidental thereto.
8. Refund for fraudulent / duplicate transaction(s): The User shall directly contact Merchant for any fraudulent transaction(s) on account of misuse of Card / Bank details by a fraudulent individual/party and such issues shall be suitably addressed by Merchant alone in line with their policies and rules.
9. Server Slow Down/Session Timeout: In case the Website or Payment Gateway Service Provider's webpage, that is linked to the Website, is experiencing any server related issues like 'slow down' or 'failure' or 'session timeout', the User shall, before initiating the second payment, check whether his/her Bank Account has been debited or not and accordingly resort to one of the following options:
 - i. In case the Bank Account appears to be debited, ensure that he / she does not make the payment twice and immediately thereafter contact Merchant via e-mail or any other mode of contact as provided by Merchant to confirm payment.
 - ii. In case the Bank Account is not debited, the User may initiate a fresh transaction to make payment.

However the User agrees that under no circumstances the Payment Gateway Service

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Provider shall be held responsible for such fraudulent/duplicate transactions and hence no claims should be raised to Payment Gateway Service Provider. No communication received by the Payment Gateway Service Provider(s) in this regard shall be entertained by the Payment Gateway Service Provider,

Limitation of Liability

1. Merchant has made this Service available to the User as a matter of convenience. Merchant expressly disclaims any claim or liability arising out of the provision of this Service. The User agrees and acknowledges that he/ she shall be solely responsible for his/ her conduct and that Merchant reserves the right to terminate the rights to use of the Service immediately without giving any prior notice thereof.
2. Merchant and/or the Payment Gateway Service Providers shall not be liable for any inaccuracy, error or delay in, or omission of (a) any data, information or message, or (b) the transmission or delivery of any such data, information or message; or (c) any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission. nonperformance or interruption in any such data, information or message. Under no circumstances shall the Merchant and/or the Payment Gateway Service Providers, its employees, directors and its third party agents involved in processing, delivering or managing the Services. be liable for any direct, indirect, incidental, special or consequential damages, or any damages whatsoever, including punitive or exemplary arising out of or in any way connected with the provision of or any inadequacy or deficiency in the provision of the Services or resulting from unauthorized access or alteration of transmissions of data or arising from suspension or termination of the Services.
3. The Merchant and the Payment Gateway Service Provider(s) assume no liability whatsoever for any monetary or other damage suffered by the User on account of:
 - (i) the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Payment Gateway or Services in connection thereto; and/ or
 - (ii) any interruption or errors in the operation of the Payment Gateway.
4. The User shall indemnify and hold harmless the Payment Gateway Service Provider(s) and Merchant and their respective officers, directors, agents and employees from any claim or remand or actions arising out of or in connection with the utilization of the Services.

The User agrees that Merchant or any of its employees will not be held liable by the User for any loss or damages arising from your use of, or reliance upon the information contained on the Website, or any failure complete these Terms and Conditions where such failure is due to circumstances beyond Merchant's reasonable control.