

## **TENDER DOCUMENT**

for

### **PURCHASE OF DESKTOP COMPUTER, SETTING UP COMPUTER LABS ON THINCLINT BASED TECHNOLOGY INCLUDING N-COMPUTING, SERVER & OTHER PERIFICAL DEVICES**

The offers, in the prescribed format, shall be submitted in form of sealed quotation at YPS Patiala.

**Date of Commencement for issue of Tender : 27/05/2023**

**LAST DATE FOR SUBMISSION OF TENDER : 05/06/2023 Up to 05.00 PM**

**DATE OF OPENING OF TENDER : 07/06/2023 Up to 12.00 NOON**

#### **IMPORTANT NOTES TO THE BIDDER:**

1. Sealed quotations are invited for supply and installation of the below mentioned Hardware ,**Desktop Computers, Thin Client and other Peripheral devices** , at YPS Patiala, per list attached/given “**specification** ”. Bids should be submitted **30/05/2023 Up to 05.00 PM** at YPS Patiala.
2. Losses or damages in transit will be to the account of the supplier. The supplier may if he/she so desires get the goods insured and include such charges in the tendered rate
3. The undersigned is not bound to accept the lowest tender and may reject any tender or any part thereof without assigning any reason.
4. The School reserves the right to verify/seek confirmation of all original documentary evidence submitted by the vender’s in support of the tenders, specifications for eligible criteria. In case any information furnished by vender is found false/incorrect, the tender will be rejected.
5. Delivery and installation of the items are to be completed within 20 days from the date of confirmed purchase order. If delivery does not happen within 20 days, school reserve right to cancel the PO as well as performance security.
6. Normally the payment shall be made to agency within 30 days from the date of successful installation of equipment & subject to submission of proper Invoice along with warranty and installation certificate duly signed by supplier and concerned official of the School. Payment will be released through online bank

transfer as such copy of cancelled cheque in required along with Invoice.

7. Compliance of all statutory requirements will be the sole responsibility of the agency/ Bidder.
8. Last date for submission of tender will be consider the next working day if due to any reason the date of tender is declared as closed holiday for whatsoever reason.
9. This tender is floated for procurement of devices (list attached – Number of devices and specification ), however quantity may increase/decrease, as per requirement of School.

**YPS PATIALA  
STADIUM ROAD,PATIALA**

## **TERMS AND CONDITIONS OF THE TENDER**

### **1) Price / Taxes:**

Prices quoted shall be F.O.B, YPS Patiala. Prices stated in this tender are firm and shall remain firm until required deliveries have been completed unless otherwise expressly agreed to in writing by both parties. The vendor agrees that any price reduction made with respect to Material covered by this order subsequent to placement will be applied to the order. All prices specified herein include all charges for, but not limited to, inspection, and packaging. Prices set forth shall be inclusive of applicable taxes viz sales, value-added or similar taxes until and unless specified in the schedule.

### **2) Delivery:**

The equipment's/Software should be delivered & installed at YPS Patiala, within a time period of 20 days from the date of purchase order. If any material is not delivered by the date specified therein, the School reserves the right, without liability, to cancel the order for undelivered material not yet supplied and to purchase the same from another vendor and to charge the defaulting Vendor for any loss incurred in this transaction. Any provisions thereof for delivery by instalment shall not be construed as obligatory unless agreed upon by both the parties. The School shall have the right to refuse deliveries made more than one week in advance of any delivery schedule appearing in the order unless arrangements for such early delivery have been confirmed with the receiving party.

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

### **3) Rescheduling :-**

The School may without liability at least seven days prior to the scheduled delivery date appearing on the order defer delivery on any or every item under said order by giving oral notice to the Vendor (confirmed in writing within seven working days) of any necessary rescheduling.

### **4) Supply, Packaging and Labelling:**

- All Material purchased hereunder must be packed and packaged to ensure its safe delivery in accordance with good commercial practice.
- The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their destination as indicated in the Contract. The packing shall be enough to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall

take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all points in transit, including the final destination.

- The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in the contract and in any subsequent instructions ordered by the Purchaser.
- It is the sole responsibility of the vendor to provide/replace the item/good if it is lost or broken during the shipping or transportation due to whatever may be the reason.
- Vendor is responsible to ensure, by contacting the School, that the shipping has been properly done i.e., all the items/goods have properly reached the School.

**5) Changes / Amendments:**

The School shall have the right at any time, by written notice, in the fee of an amendment order, to make any changes it deems necessary, including, but not limited to, changes in specifications, design, delivery, testing methods, packing or destination. If any such required changes cause an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by the Vendor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by the Vendor of notice of change (amendment order). Price increase, extension of time for delivery and change in quantity shall not be binding on the School unless sufficiently justified by vendor and accepted by the school in a form of amendment/ Change Order issued and signed by the School.

**6) Inspection And Acceptance :**

Material procured from vendor shall be inspected and tested by the School or its designee at vendors cost. If deemed necessary by the School, the Vendor shall provide without charge, all reasonable facilities and assistance for such inspection and test. Any inspection records relating to Material covered by this agreement shall be made available to the School during the performance of the order.

If any Material covered by this agreement is defective or otherwise not conforming to the requirements of this agreement, the School may, by written notice to the Vendor:

- (a) rescind the purchase/supply order as to such non-conforming Material;
- (b) accept such material at an equitable reduction in price;
- (c) reject such non-conforming material and require the delivery of suitable replacements
- (d) If the vendor fails to deliver suitable replacements promptly, the school, with notice of seven business days, may replace or correct such material and charge the vendor the additional cost occasioned thereby, or terminate this order for default.

No inspection (including source inspection) test, approval (including design

approval) or acceptance of material shall relieve the Vendor from responsibility for defects or other failures to meet the requirements of this order. Rights granted to the School in this article entitled INSPECTION is in addition to any other rights or remedies provided elsewhere in this order or in Law.

**7) Invoicing / Payments / Set-Offs:**

After each completion of supply/purchase order, the Vendor shall send duplicate invoices including item number to the School's concern Department.

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

**8) Terms of Payment and Conditions:**

**Price Fall Clause:-**

If at any time prior to delivery of the equipments/items the bidder/supplier reduces the sale price of such equipments/items as covered under this tender enquiry, to any organization (including Central/State/Deemed school) at price lower than the price quoted under this contract, he shall forthwith reduce the price payable under this tender for the equipments/items being supplied after the date of coming into force of such reduction, the price of equipments/items shall stand corresponding reduced.

**9) Delivery and Opening of Tender:**

All tender documents should be sent through courier, speed post, registered post, official email or by person. All tender documents received after the specified date and time shall not be considered.

The Sealed tender should be delivered at the gate No 3 ( Tender Box) YPS Patiala on or before

Date 5<sup>th</sup> June,2023.

**The Bids will be opened on 7<sup>th</sup> June, 2023, at 12.00 NOON**

**10) Liquidated damages for delayed supply:**

If Vendors fails to deliver any of or all products or does not perform the services within the period specified in the contract, the School reserves the right to, without prejudice to its other remedies under the contract, deduct from the bill, a sum equivalent to 1% of the price of undelivered stores at the agreed price for each week to maximum limit of 5% of the value of stores so undelivered. Once maximum is reached, the second party may consider termination of contract.

**11) Cancellations :**

The School may cancel agreement entered with vendor in whole or in part, for no cause, upon written, e-mail etc. to the Vendor, effective when sent, provided such notice is sent at **ten (10) days** prior to the delivery date specified on the face of this order.

The School may cancel order in whole or in part at any time for cause by written, or e-mail notice to the Vendor, effective when sent, in the event that the Vendor:

- (a) fails to comply with any term or condition of this order including, but not limited to, delivery terms; or
- (b) appoints a receiver, liquidator or trustee in bankruptcy or other similar officer over any or all of its property or assets; or
- (c) voluntarily ceases trading; or
- (d) merges with or is acquired by a third party; or
- (e) Assigns any of its rights or obligations under the Order to a third party without the school's advance written consent.

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

- 12) **Warranty:** Comprehensive Onsite Warranty as mentioned in Annexure 'A' i.e. on technical specifications.
- 13) This warranty provision shall survive any inspection, delivery, acceptance, payment, expiration or earlier termination of this order and such warranties shall be extended to the employees, students, and users of the material. Nothing herein, however, shall limit the School's rights in law or equity for damages resulting from delivery of defective goods or damage caused during the delivery of goods or provision of services.
- 14) Rights granted to the School in this article entitled WARRANTIES are in addition to any other rights or remedies provided elsewhere in this order or in Law.
- 15) **Consumables/spares:** All hardware & software including drivers, device interface cards/network adaptor card must be pre- installed & preconfigured in the Laptop/Desktop/Servers.

Manual - Hard copies of instruction/operation/service manuals should be supplied.

- 16) **Patent Indemnity :**

The Vendor shall have to indemnify, hold harmless and defend the School, its employees, and students with respect to all claims, suits, actions and proceedings of actual or alleged infringements of any Letter, Patent, Registered or Industrial Design, Trademark or Trade Name, Trade Secret, Copyright or other protected right in any country resulting from any sale, use or manufacture of any Material delivered hereunder and to pay and discharge all judgments, decrees, and awards rendered therein or by reason thereof and bear all expenses and legal fees (including the School's) associated herewith. The school reserves the right to be represented in any such action by its own counsel at its own expense.

**17) Indemnity :**

The Vendor will indemnify, defend and hold the School, its and students harmless from any loss, expense, claim or damage including reasonable defence costs, arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or subcontractors. The School reserves the right to be represented in any such action by its own counsel at its own expense.

**18)** Tenders received late, incomplete tenders and tenders not in conformity with our prescribed specifications, terms and conditions will be rejected. The School will not be responsible for postal delay, non-receipt / non-delivery of tender documents or loss of documents in transit.

**19) Site preparation:** The supplier shall inform the School about the site preparation, if any, needed for installation, immediately after receipt of the supply order. Suppliers must provide complete details regarding space and all infrastructural requirements needed for the equipment, which School should arrange before the arrival of equipment to ensure its early installation and smooth operation thereafter. The supplier may offer his advice and render assistance to School in the preparation of the site and other pre-installation requirements.

**20)** Rate quoted by vendor should be valid for at least two months from the date of receipt of quotation.

**21)** As far as possible, quotations should be given for goods of Indian manufacturer and foreign goods quoted and proposed to be supplied should be covered by normal input quota of the dealer. This School is exempted from payment of custom duty/excise duty. Certificate of the same will be provided by the School, if needed.

**I/We have read all the enclosed Terms and Conditions carefully and ready to accept and according to that I/We are submitting herewith the tender.**

Date :

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**Technical specifications to be filled by bidder**

<b>S. No.</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>
1	RX-RDP+ (LAN + WIFI)	<b>NComputing RX-RDP+ (Microsoft Verified Thin Client)</b>	35
		Built-in WIFI: Dual Band WIFI 2.4 GHZ & 5 GHZ	
		Ethernet LAN: 10/100/1000 Mbps (Gigabit LAN)	
		Display Output: Standard HDMI Port	
		1GB RAM with 16GB Internal SD Flash Storage	
		2 x USB 3.0 High-Speed ports	
		2 x USB 2.0 with full USB redirection support	
		Supports Webcam Redirection using MS RDS AVC & H264Support on Windows OS	
		WFH Ready: Built-in VPN Clients* (for Work for Home Scenarios)	
		1 Year Replacement Warranty	
2	Vspace for 10 Years for RX-RDP +	<b>VSpace Enterprise License Valid for 10 Years/ 3 years</b> with Enterprise Features like - User Monitoring, Session Control and Block, Enhance UXP protocol for Enhanced Graphics	35
3	Warranty Extension (if required)	RX Extended Hardware Warranty - Additional 2 YEARS to make it 3 years warranty coverage	<b>One time</b>
4	LED	18.5" LED Monitor (Lenovo)	35
5	Keyboard, Mouse	Keyboard, Mouse Combo Kit (Dell or HP)	15
6	Networking switch	<b>24-Port Gigabit Ethernet Unmanaged Switch (TP Link/ Dlink)</b>	2
7	Server	Dell/ Lenovo - Intel Xeon Quad Core Server with 64GB RAM, 500 GB SSD 1TB SATA HDD	2



8	Installation, Networking & Configuration	Labour charges	One time
9	LAN I/O Network box & Switch converter	D-Link Combo D-RJ45 CAT6E Lan I/O Network Keystone Jack, Gang Box, Single Port Face Plate Dlink	As per requirement
10	Networking wire	CAT-6 (Dlink) – 100 mtr.	3 rolls
11	Desktop (HP Pro Tower 400 G9 PCI Desktop PC)	<ul style="list-style-type: none"> <li>• 512 GB PCIe® NVMe™ SSD</li> <li>• 12th Generation Intel® Core™ i7 processor</li> <li>• Windows 11 Pro</li> <li>• 16 GB DDR4-3200 MHz RAM (1 x 8 GB)</li> <li>• Intel® UHD Graphics 770</li> </ul>	3
12	Desktop (HP Pro Tower 280 G9 PCI Desktop PC)	<ul style="list-style-type: none"> <li>• 12th Generation Intel® Core™ i3 processor</li> <li>• FreeDOS</li> <li>• 4 GB DDR4-2933 MHz RAM (1 x 4 GB)</li> <li>• 1 TB 7200 rpm SATA HDD</li> <li>• Intel® UHD Graphics 730</li> <li>• Weighs: 4.7 kg</li> </ul>	4
13	Desktop (HP Pro Tower 280 G9 PCI Desktop PC Bundle)	<ul style="list-style-type: none"> <li>• 1 TB 7200 rpm SATA HDD</li> <li>• 12th Generation Intel® Core™ i5 processor</li> <li>• FreeDOS</li> <li>• 8 GB DDR4-3200 MHz RAM (1 x 8 GB)</li> <li>• Intel® UHD Graphics 770</li> </ul>	2

14	Laptop (HP ProBook 450 (15.6) 39.62 cm G9 Notebook PC)	<ul style="list-style-type: none"> <li>• 12th Generation <b>Intel® Core™ i5 processor / Intel® Core™ i3 processor</b></li> <li>• Windows 11 Pro</li> <li>• 39.6 cm (15.6) diagonal, FHD (1920 x 1080), IPS, narrow bezel, anti-glare, 250 nits, 45% NTSC</li> <li>• Intel® Iris® X<sup>e</sup> Graphics</li> <li>• 8 GB DDR4-3200 MHz RAM (1 x 8 GB)</li> <li>• 512 GB PCIe® NVMe™ M.2 SSD</li> <li>• Weighs: Starting at 1.74 kg</li> </ul>	2
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