



AUD/ IT Services/ 17-23/ Desktop/ 2015-16/

Dated: 17 June 2016

To,

Subject: Notice Inviting Tender for Annual Maintenance Contract (AMC) of Desktop Computers.

Sealed tenders are invited on behalf of the Ambedkar University Delhi (AUD) for the work of comprehensive Annual Maintenance of Desktop Computers at AUD Campus, from reputed and eligible Contractors.

The maintenance support Contractor is required to submit the technical and financial bid in **two separate sealed covers** clearly super scribed "**Technical Bid for comprehensive AMC of Desktop Computers**" and "**Financial Bid for comprehensive AMC of Desktop Computers**". These two sealed bids should be submitted in a single cover super scribed "Tender for the Comprehensive Annual Maintenance of Desktop Computers" should reach the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110 006 **before** 3.00 pm on 08-07-2016.

The agencies can inspect the site and equipment after taking prior approval between 10 am to 5 pm on all working days. System Administrator (IT) AUD can be contacted Telephone No 23865083 for this purpose. AUD will not be responsible for unawareness of facts. Tender format can be downloaded from our website 'www.aud.ac.in'. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655.

Deputy Registrar (Admin)

Copy forwarded to:-

- 1- Registrar, Ambedkar University Delhi
- 2- Controller of Finance, Ambedkar University Delhi
- 3- Director (IT Services), Ambedkar University Delhi

**TENDER DOCUMENT FOR
COMPREHENSIVE ANNUAL
MAINTENANCE CONTRACT OF
DESKTOP COMPUTERS
AT
AMBEDKAR UNIVERSITY
DELHI**

List of Documents:

1. Schedule of Requirement : Appendix-A
2. Technical Bid : Appendix-B
3. Financial Bid : Appendix-C
4. Declaration : Appendix-D
5. Contract Agreement : Appendix-E

**Ambedkar University Delhi
Lothian Road, Kashmere Gate
Delhi – 110 0006**

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF DESKTOP COMPUTERS AT AMBEDKAR UNIVERSITY DELHI

1. Parties:

The parties to the Contract are the Tendering Firm and Ambedkar University Delhi (AUD).

2. Scope of Work

(a) The general scope of work will include maintenance of hardware and software installed. The software maintenance includes operationalizing, loading/ reformatting of software / discs with software like Windows XP, Vista, Windows 7, Window 8, Linux, Apple Mac, Microsoft Office, software, Browsers like Internet Explorer, Chrome, Mozilla etc. and Mailing Software like, Anti- virus software, Data retrieval and installation/removal of any other software purchased by AUD from time to time. It also includes re-installation of software, if corrupted. Support for users and troubleshooting of commercial software (Licensed) packages mentioned above.

(b) The Contractor will work in close co-operation with IT Services Division of AUD for the repair & maintenance services as per the tender. The place of work will be any of the AUD Campuses in Delhi.

(c) Scope of work of AMC also includes:

(i) Maintenance that includes the replacement of malfunctioning spares/ parts for proper functioning of all systems and sub-systems listed in Appendix A by the Contractor. If any part gives repeated problems, i.e., 2 repairs in a minimum period of two-month time, then the Contractor must replace it immediately with a new original part.

(ii) Maintenance includes replacement of each and every malfunctioning part of Desktop Computers and related items listed at Appendix A like Hard Disk, Floppy Drive, CD/ DVD reader/ writer, mother board, keyboard, mouse, data cables, switch, power supply, display card etc. and all the plastic parts except consumables are under this AMC by the Contractor.

3. Schedule of the Work

(a) Attending to complaints raised by various Schools/ Divisions/ Centers of AUD (details provided by AUD IT Services Staff, Kashmere Gate Campus) on daily basis.

(b) Maintenance preventive and corrective maintenance of Desktop Computers (Including CPU, Monitor, Keyboard & Mouse) at AUD, Delhi where the above equipment is installed as indicated from time to time. Records for preventive and corrective maintenance should be provided to the Director (IT Services), AUD in hardcopy and soft copy.

(c) The maintenance contract will include necessary repairs to the installed systems and replacement of defective/ damaged parts, components, adapter and other accessories free of cost.

(d) The parts/ components/ sub-assemblies used for repair/ replacement by the Contractor will be of the same/ equivalent OEM or higher make and functional capability as originally available in the systems. In the service report, the details regarding the part number and serial number (if any) must be brought out clearly.

(e) The Contractor will arrange all other parts/ components/ sub-assemblies including **Hard Disk, SMPS, and Motherboard, free of cost is part of the AMC.**

(f) The maintenance contract also includes software patch updation, HDD crash recovery, system administration, network administration, software support/ troubleshooting to keep the system fully operational.

(g) A minimum stock of & accessories should be maintained at the AUD premises for meeting immediate exigencies of work and upkeep of equipments at all times. Efforts should be made to ensure close to zero MTBF (Mean Time between Failures).

(h) The Contractor has to do quarterly servicing of the equipment by trained personnel including the following:

- (i) Rectification of defects observed during inspection.
- (ii) Preventive maintenance of each Desktop.
- (iii) Cleaning of Desktop

(i) The maintenance services will be provided on all working days from **0900 hours to 1730 hours (Monday to Saturday)**. Provision of availability of service engineer on Sundays or other public holidays must be made in case of exigency.

(j) The Service Contractor shall provide maintenance services through qualified, experienced and competent engineers, who must be **made available within 3 hours of lodging a complaint through phone/ E-mail** during the working hours on all the working days **(Monday to Saturday)**. The role of the maintenance engineer shall be as follows:

- (i) The maintenance engineer will be responsible for hardware maintenance. He should have expertise to repair and maintain all repairable components of Desktop Computers.

- (ii) The maintenance engineer should be responsible for user software support services including virus cleaning/ patch installation/ software installation etc. He/she should be well conversant with the latest trends in trouble shooting of computing equipment and networking monitoring tools.
 - (iii) The maintenance engineer should also be well versed with TCP/ IP networking.
- (k) The Contractor is required to hand over all defective/ damaged components to the IT Services staff after the replacement.
- (l) A register shall be maintained showing the cleaning & preventive maintenance of each Desktop and shall be produced to the Director (IT Services) for verification, after the job.
- (m) The Contractor will maintain a history sheet of equipment under maintenance contract with detailed specifications. Details of all minor/ major, routine/ preventive repair/ maintenance job undertaken shall be entered into the history sheet.
- (n) The Contractor will maintain all records of the complaints in a Register.
- (o) In the case of loss of any part in the product on account of negligence attributable to the Contractor, the Contractor at his own discretion will reinstate or replace the malfunctioning / non-functioning part or whole of the product with a working part or whole of the product of a matching or higher configuration. However, in the case of hard disc, Contractor should provide a new hard disc of matching or higher configuration.
- (p) The Contractor should provide necessary components like drivers CDs/ DVDs to the IT Services staff in order minimize MTBF (Mean Time Between Failure) and MTTR (Mean Time To Repair) time.
- (q) The systems that are not serviceable by the Contractor due to obsolescence of technology or non-availability of parts/ components/ assemblies will be withdrawn from the maintenance contract. The decision of AUD regarding non-availability and obsolescence of technology will be final. Withdrawal of such systems shall be communicated to the Contractor and proportionate maintenance charges shall be deducted from the amount due to the Contractor.
- (r) The Contractor is obliged to provide maintenance services for all major and popular brands of Desktops such as Apple, IBM, Compaq, HP, Dell, Lenovo and others. Even assembled and unbranded equipments purchased by the University are covered under the Annual Maintenance Contract.
- (s) The Contractor is also obliged to ensure the availability of mobile phones with their engineers, contact Nos duly communication to the IT Services Division of AUD. In case

AUD observes that any particular service engineer doesn't possess the requisite expertise, the Contractor is bound to replace him/ her immediately.

(t) Any damage resulting to the system on account of the negligence or mal-operation shall be made good by the Contractor. Nothing extra will be paid for such work.

(u) The Contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the University. The entire equipment should be intact at any time of receipt inspection, as was handed over to him at the time of initial taking over of its maintenance and operation.

4. Eligibility Conditions:

Firms/dealers who fulfil the following requirements shall be eligible to apply (Joint ventures are not accepted):

(a) The tenderer should have successfully undertaken at least one AMC of Desktop computers of value above Rs. 1 Lakh in Central/ State Government Departments/ PSUs/ Educational Institutions of repute in each of the last three years. Copies of these Work/ Supply orders should be attached with the Technical bid.

(b) The Tenderer should have PAN No., TIN No. and VAT No. and should submit their legible attested copies with Technical Bid. Technical Bid not accompanied by these documents would be summarily rejected.

(c) Should have had average annual financial turnover of **Rs. 10 Lakh** during each of the last three years ending **FY 2015- 2016**. (copies of ITR or annual accounts certified by CA mentioning Financial Turnover to be attached).

5. Preparation and Submission of Tender:

(a) Tender shall be submitted in official tender form only. If submitted in any other form, the same shall be summarily rejected.

(b) The tender should be submitted in two parts viz. Technical Bid and Financial Bid in the proforma given in Appendix-B and Appendix-C respectively with each bid kept in a separate sealed cover.

(c) Each cover must contain the address of the Bidder, and should be superscribed with the statement "**Technical Bid for comprehensive AMC of Desktop Computers**" and "**Financial Bid for comprehensive AMC of Desktop Computers**", as the case may be.

(d) These two covers should then be **kept in another sealed cover** addressed to Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006, duly superscribed with the statement "**Tender for comprehensive AMC of Desktop Computers**".

(e) The tender will be submitted **before 3:00 PM on 08-07-2016**. The Technical bid (Part-I) will be opened at 3:30 PM on 08-07-2016 in the presence of intending tenderers, if any. The Financial bid (Part-II) of the tender will be opened after evaluation of the technical bids and only such bidders, whose bids are qualified in technical evaluation, shall be called for opening of their commercial bids.

(f) Any tender form with any correction, amendments, overwriting etc. shall be considered invalid and shall be rejected, except if duly initialed with seal of the tenderer.

(g) The tender is liable to be ignored if complete information is not given there-in, or if the particulars and data (if any) asked for in the schedule to the tender are not filled in.

6. Site Inspection:

The tenderer can inspect the site and equipment after taking prior approval between 10 am to 5 pm on all working days. System Administrator (IT) AUD can be contacted Telephone No 23865083 for this purpose. AUD will not be responsible for unawareness of facts.

7. Technical Bid :

(a) The Technical bid, having details of the firm along with the EMD, should be submitted in the form given in Appendix-B.

(b) Copies of necessary certificates will be enclosed with the Technical bid.

(c) The Contractor should also submit an undertaking as given in Appendix-D with the Technical bid.

8. Financial Bid:

(a) The Financial Bid should be submitted in the form given in Appendix-C.

(b) The quoted rates shall include all taxes, duties, VAT etc. as applicable and no extra shall be payable on this account, item wise, wherever applicable.

(c) TDS as per rule shall be deducted.

(d) The rates will be valid for a period of one year, from the date of award of contract.

9. Validity:

The bids shall be valid for a period of 6 (six) months from the date of opening of the tender, subject to 7 (d) above.

10. Criterion for Evaluation of Tenders:

(a) The evaluation of the tenders will be made first on the basis of technical information furnished in form given in Appendix-B, which is an eliminatory round, and then on the basis of commercial information furnished in form given in Appendix-C. Any inferences drawn by the tenderers or their representatives during the opening of the technical bid will be their own view and AUD will not be responsible / required to abide by the same.

(b) The evaluation of bid will be on the basis of total bid value. The rates quoted should be inclusive of all taxes and duties including VAT. The rates quoted should be on the basis of free delivery to the consignee.

(c) As a part of the process to evaluate the technical bids, the Tender Evaluation Committee may invite the tenderers to make a presentation before it.

(d) The schedule of requirement is as per Appendix A.

11. Right of Acceptance and Other Provisions:

(a) The acceptance of the tender rests with AUD. The university is not bound to accept the lowest tender bid and reserves the right to accept or reject any or all the bids without assigning any reasons thereof. AUD also reserves the right to modify and/ or relax, any terms & conditions of this tender document to safeguard its interest.

(b) AUD reserves the right to black list a defaulting Contractor.

(c) Any inquiry after submission of the tender will not be entertained.

(d) Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvas for the work order will prejudice the Firm's quotation.

(e) AUD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.

(f) AUD reserves the right to increase or decrease quantity of the items given in the enclosed Appendix - A depending on the prevailing requirement.

(g) The tender document is valid for a period of six months from the date of issue. If a Work order is not issued within this period, the process will have to start afresh.

12. Warranty:

(a) The Contractor **will provide minimum 12 months comprehensive Onsite Warranty on spare parts**, from the date of completion of supply and installation of the items.

(b) In case of any claim arising out of this warranty, the AUD shall promptly notify the same in writing to the Contractor.

(c) In the event of replacement of defective spares during the warranty period, the warranty for the replaced equipment shall be extended for a further period.

(d) If the Contractor, having been notified, fails to respond to take action to replace the defective spare(s) within 48 hours on a 24(hrs.) X 7 (days) X 365 (days) basis, AUD may proceed to take such remedial action(s) as deemed fit by AUD, at the risk and expense of the Contractor and without prejudice to other contractual rights and remedies, which AUD may have against the Contractor, including forfeiture of the performance security/ bank guarantee.

13. Delay in the Contractor's Performance:

(a) The Contractor is required to set defective/ damaged Desktop Computers functioning in order **within 24 Hours from the time the complaint login**. The complaint will be communicated by AUD either through phone or mail on the telephone number/ mail address given by the Contractor.

(b) In exceptional circumstances, where the equipment/ component is to be taken to Contractor's premises/ service centre for repairs, **the standby arrangement from the Contractor side will be made**. The equipment being taken to the workshop for repair would be at Contractor's own risk and expenses.

(c) Subject to the provisions of the tender, any delay by the Contractor in maintaining its contractual obligations towards repair/ maintenance of the equipment and performance of services shall render the Contractor liable to any or all of the following sanctions:

- i) Imposition of liquidated damages,
- ii) Forfeiture of its performance security and
- iii) Termination of the contract for default.
- iv) Blacklisting the Contractor.

14. Penalty:

(a) **The Contractor will make stand-by arrangements** in case the equipment is to be taken to workshop for repairs or it is not made serviceable within 24 hours. If an alternate Desktop is not provided, **a penalty of Rs 500/- (Rupees five hundred only) per day will**

be charged. The amount of penalty will be either recovered from the Bank Guarantee/ Security of the annual maintenance period or from the AMC charges/bills.

(b) If a component supplied by OEM or above the specification is not used as maintenance spare, the cost of the equipment will be paid by the Contractor if the equipment becomes unserviceable.

(c) Any delay beyond 10 days in rectifying any fault, AUD will be free to get the Desktop repaired from a competent Contractor and the entire cost including transportation will be borne by the Contractor.

(d) In the event of repair/ maintenance work being wholly rejected, AUD may at its discretion may either:

(i) Permit the Firm/ Contractor to re-do the same within such time as it may specify at firm's own cost of all sorts i.e. materials, labour, equipments, overheads, transportation etc;

or

(ii) Arrange to get the additional work done elsewhere and by any other person or from any other source than the Firm/ Contractor, in which case the amount of extra cost, if any, shall be recovered from the Contractor.

15. Statutory Obligations:

(a) All statutory obligations under various laws from time to time shall be borne by Contractor for which no extra payment shall be made at any time during the contractual period.

(b) The Contractor shall at all times indemnify and keep indemnified the owner and its officers, employees, agents and students from and against all third party claims whatsoever (including time and shall not be limited to property loss and damages, personal accidents, injury or death of persons or servants or agents of any Contractor, the Contractor shall at his own cost and initiative at all time, maintain all liabilities under Workman's Compensation Act, Fatal Accident Act, Personal Injuries, Insurance Act and/or any other relevant Industrial Legislation, which is in force from time to time).

(c) AUD shall in no way be involved in any dispute of whatever kind, between the Contractor and the staff engaged by the Firm.

16. Breach of Terms and Conditions:

AUD may terminate the contract at 30 day's notice in case the Contractor commits a breach of any of the terms of the contract. AUD's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.

17. Subletting of Work:

The Contractor shall not assign or sublet the work or any part of it to any other person or party.

18. Right to Call upon Information Regarding Status of work:

AUD has the right to call upon information regarding status of work at any point of time.

19. Terms of Payment:

(a) Payment shall be made through NEFT transfer only and TDS as applicable will be deducted, after satisfactory supply, installation and commissioning of the said items.

(b) AUD shall be at liberty to withhold any of the payments in full or in part subject to recovery of taxes (incl. TDS) as applicable and recovery of penalties mentioned in Para 14.

20. Earnest Money Deposit (EMD):

(a) The Technical Bid must be accompanied by Earnest Money Deposit of Rs 15,000/- submitted in the form of Demand Draft/ Banker's Cheque drawn on any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi.

(b) The EMD of unsuccessful bidders will be discharged/ returned to them after placing of the order to the successful Contractor.

(c) Earnest Money is required to protect AUD against the risk of the bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of AUD.

(d) The successful bidder's EMD will be forfeited without prejudice to other rights of AUD, if it fails to furnish the required performance security within the specified period.

(e) No interest will accrue on the EMD/ performance security deposit.

21. Performance Security:

The Contractor selected would be required to furnish a Performance Security equal to 5% of the cost of the supply order in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi. In case the Performance Security is submitted in the form of Bank Guarantee, the same

should be valid for a period of 3 (three) months beyond the date of expiry of the contract. AUD reserves the right to ask for performance guarantee extension if contractual obligations are not fulfilled.

22. Period of Contract:

Under normal circumstances, the contract shall be valid for a period of one year from the date of acceptance of the tender. However, on mutual concurrence, the AMC contract may be extended upto further period of two years, one year at a time, on the same rate, terms and conditions.

23. Force Majeure:

(a) For purposes of this clause, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and which is not foreseeable.

(b) Such events may include, but are not restricted to, acts of AUD either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

(c) If a Force Majeure situation arises, the Contractor shall promptly notify AUD in writing of such conditions and the cause thereof within fourteen days of occurrence of such event. Unless otherwise directed by AUD in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24. Arbitration:

(a) If dispute or difference of any kind shall arise between the AUD and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

(b) If the parties fail to resolve their dispute or difference by such mutual consultation, the same shall be referred to the sole arbitrator, to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian arbitration and Conciliation Act, 1996 and the rules framed there under. His/ Her decision will be final & binding on both the parties. The venue of arbitration shall be Delhi, India.

(c) All legal disputes shall be subject to the jurisdiction of Delhi courts only.

DETAILS OF DESKTOP COMPUTERS IN AUD

S.No	Nomenclature/ Item	Quantity	Date of purchase	Remarks
1.	Lenovo Thinkpad desktop	04	2008	
2.	Dell desktop Optiplex 330n	05	20/03/2009	
3.	Dell desktop Optiplex 755	78	31/03/2009	
4.	Lenovo Thinkpad desktop	18	30/03/2010	
5.	HP Elite 8100 small form factor	54	10/01/2011	
6.	HP Elite 8100 small form factor	30	28/03/2011	
7.	HP Elite 8100 small form factor	35	07/07/2011	
8.	HP Z230 Workstation	01	2010	
9.	Dell Inspiron 660 ST Base	07	10/07/2013	
	TOTAL DESKTOPS	232		

Technical Bid

The technical bid shall contain following information in a sealed cover super scribed “**Technical Bid for comprehensive AMC of Desktop Computers**”. It shall consist of the following documents/ information:

1. Name & Postal address of Contractor:

Telephones Nos.:

E-mail:

Fax Nos.

Mobile Nos:

2. Name & address of Owners/ Partners/ Directors :

3. If Registered, Regn No with validity of registration with appropriate authority (Attach Copy of Certificate):

4. TIN/ Sales/ Service Tax Regn No. (Attach Copy of Certificate):

5. PAN No. (Attach Copy of Certificate):

6. Details of the turnover for the last three financial years (**indicate year-wise and attach audited document**) :

7. Attach Work order/ Certificate in support of experience for having undertaken work for comprehensive AMC of Desktop Computers in the last three years (at least one proof for each year).

8. List of 3 reputed clients, with at least one client belonging to GOI/ State Govt. Dept./ PSU/ reputed educational institutions with telephone No.:

(a) Client 1 -

(b) Client 2 -

(c) Client 3 -

9. Has your organization been placed in defaulter category by any Govt. Department/ PSU/ Reputed Educational Institution? If not, please submit a self attested certificate to this effect.

10. Are you related in any way with any staff member of the AUD : Yes/ No.

11. Details of Earnest Money Deposit (DD No.):

12. The tender document should be **duly signed on each page**.

Check list

S. No.	Check list of documents/ Undertakings	YES/NO	Remarks (Give reasons if answer is No)
1.	Is demand draft/ banker's cheque for a sum of Rs 15,000/- towards EMD, attached?		
2.	Is copy of Sales/ Service Tax Regn certificate/ TIN/ VAT No. attached?		
3.	Is copy of PAN No. attached?		
4.	Is IT Returns/ audited accounts statement of the last three financial years attached?		
5.	Are copies of work/ supply order issued by Govt organizations/ PSUs/ Autonomous bodies/ reputed Educational Institutions attached?		
6.	Whether list of three reputed clients (along with telephone numbers of contact persons) attached?		
7.	Is undertaking certifying that the firm is not black listed signed as per Appendix D?		

Signature of the Proprietor/ Authorized Signatory

Rubber Seal indicating complete address

Place :

Date :

Appendix-C

Financial Bid

The financial/ price bid should contain the quotation for maintenance charges per item in terms of yearly basis only, as listed below. Price quoted by the bidder shall be inclusive of all taxes and levies applicable. No escalation of prices during the contract period would be permitted on any ground. The financial bid should be enclosed in a separate sealed cover super scribed “**Financial Bid for comprehensive AMC of Desktop Computers**”.

Equipment to be brought under AMC at the time of commencement of the contract.

S.No.	Nomenclature/ Item	Quantity	Year of Purchase	Rate	Amount
1.	Lenovo thinkpad desktop	04	2008		
2.	Dell desktop Optiplex 330n	05	2009		
3.	Dell desktop Optiplex 755	78	2009		
4.	Lenovo Thinkpad desktop	18	2010		
5.	HP Elite 8100 Small form factor	119	2011		
6.	HP Z230 Workstation	01	2010		
7.	Dell Inspiron 660 ST Base	07	2013		
	Total	232			

Total Amount : _____

Taxes (if any) : _____

Grand Total (in figures) : _____

Grand Total (in words) : _____

Signature with stamp _____

Name & Designation : _____

Name of the Firm/ Contractor : _____

Seal of tenderer : _____

Date :

Appendix-D

UNDERTAKING

It is certified that I/ my Firm/ Agency/ Company has never been **black listed** by any of the Departments/ Autonomous Institutions/ Reputed Educational Institution/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government and no criminal case is pending against the said Firm/ Contractor as on _____.

Signature of the Tenderer
Name of the Signatory
Name of the Firm/Contractor
Seal of the Firm/Contractor

Place:

Date:_____

Appendix-E

Agreement to be signed for Annual Maintenance Contract

<Stamp paper of requisite amount>

Maintenance Agreement for Desktop Computers

This agreement is made on _____ 2016 between the Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD", and M/s _____, a registered company with registered office at _____, hereinafter referred to as "Contractor",

and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

WHEREAS the Contractor has tendered for providing total solution for Comprehensive Annual Maintenance Contract of Desktop Computers to the AUD as per the terms and conditions mentioned in the tender document. Whereas such tender has been accepted and the Contractor has deposited with the Tendering Authority the sum of Rs. _____ (Rupees _____ only) as security for the fulfillment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

1. The Contractor has accepted the contract on the terms and conditions set out in the tender notice No. _____ dated _____, which shall hold good during period of this agreement.
2. Upon breach by the Contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AUD to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the AUD.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.

4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract but the Tendering Authority may cancel the contract at any time upon giving one months notice in writing without compensating the Contractor.

5. The Tendering Authority may give notices in connection with the contract. In consideration of the payments to be made by the AUD to the Contractor as hereinafter mentioned the Contractor hereby covenants with the AUD to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

6. The Tendering Authority hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

7. If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

8. In the event of action to be taken, the Contractor shall be liable for any losses, which the Tendering Authority, may sustain on that account. The recovery by way of penalty shall be made by deducting the amount from the bills be made good by a credit note within the stipulated period for the purpose.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

Signed:
For and on behalf of
Ambedkar University Delhi

Authorised Signatory

Witness 1 _____

Witness 2 _____

For and on behalf of
M/s _____
Authorised Signatory

Witness 1 _____

Witness 2 _____