

Dr B. R. AMBEDKAR UNIVERSITY DELHI

TENDER FOR COMPREHENSIVE MAINTENANCE CONTRACT (CMC) OF iMAC AT THE DR B. R. AMBEDKAR UNIVERSITY DELHI

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**Dr B. R. Ambedkar University Delhi
Lothian Road, Kashmere Gate
Delhi – 110 0006
Contact No. 011-23863655
Email – tender@aud.ac.in**



No. AUD/17-56/2017-18/iMac_AMC (IT)

Dated : 28th December 2020

To,

**Subject: TENDER FOR COMPREHENSIVE MAINTENANCE CONTRACT (CMC) OF
iMac AT THE DR B. R. AMBEDKAR UNIVERSITY DELHI**

Tenders are invited from eligible and experienced Companies/ Firms/ Agencies for the comprehensive maintenance contract (CMC) of IT equipments at the Dr B. R. Ambedkar University Delhi. Separate Technical Bid and Financial Bid shall be submitted online as per the following details:

Last Date of submission of Tender:

19.01.2021 at 03.00 PM

Date of Opening of Technical Bids :

19.01.2021 at 04.00 PM

Bidders should read the tender document carefully and comply strictly with the conditions, while submitting their bids. Clarifications, if any, may be sought from AUD IT Services Division on Telephone No 011-23865083 or sending email to tender@aud.ac.in address. Tender shall only be submitted online on website 'govtprocurement.delhi.gov.in'. Manual bids will not be accepted under any circumstances.

Deputy Registrar (Admin)

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1 Request for Proposal

Tenders are invited from eligible, reputed, qualified bidders for providing Comprehensive Maintenance contract (CMC) of iMac for a period of three (03) years with effect from date of work order.

S.No.	Particulars	Details
1	Selection Method	Lowest value evaluation (L1)
2	Availability of Tender	Tender document can be downloaded from e-Procurement platform of GNCT of Delhi (https://govtprocurement.delhi.gov.in) or University website (http://www.aud.ac.in)
3	EMD	Earnest Money Deposit of amount Rs. 5,000 (Rs. five Thousand Only) in the form of Demand Draft/FDR in favour of <i>Registrar, Ambedkar University Delhi</i> , payable at <i>Delhi</i> , issued from any of the nationalized Scheduled Commercial Banks located in Delhi/NCR valid for a period of 90 days shall be deposited at Dr B R Ambedkar University Delhi before last date and time of tender submission.
4	Performance Bank Guarantee (PBG)	10% of the total annual value of the contract in the form of Demand Draft/FDR/Bank Guarantee in favour of <i>Registrar, Ambedkar University Delhi</i> and payable at <i>Delhi</i> and issued from any of the nationalized Scheduled Commercial Banks located in Delhi/NCR, valid for 60 days beyond the date of completion of yearly contract. The PBG for consecutive year shall be deposited by the agency at the time of renewal of contract in the respective year.
5	Bid Issue Date	28 th December 2020 at 4.00 PM
6	Bid Download Date	28 th December 2020 at 4.00 PM
7	Pre bid Meeting	A pre-Bid meeting will be held on January, 05, 2021, 03:00 PM at Room No. 6, Ambedkar University Delhi, Kashmere Gate Campus Lothian Road, Kashmere Gate, Delhi 110006. Bid queries submitted beyond this date and time shall not be entertained.
8	Bid Submission Date and Time	

2 Background Information

Dr B R Ambedkar University Delhi (AUD) was established in 2007 by the Government of the National Capital Territory of Delhi (GNCTD) through an Act of Legislature and was notified in July 2008. AUD is a public University teaching research, postgraduate and undergraduate programmes in social sciences and humanities. The University aspires to combine equity and social justice with excellence, and to pioneer an institutional culture of non-hierarchical functioning, team work and creativity.

Teaching and research at AUD is organized around its Schools and Centres. Presently AUD operates from 3 campuses spread across Delhi, with 13 Schools & 9 Centres conducting around 50 academic programmes catering to the needs of around 3,100 students. Main campus of the University is located at Kashmere Gate with the other two campuses at Karampura and Lodhi Road. It is expected that the University would continue to grow rapidly in the near future, with the number of students projected to expand to around 5,000 by 2019-20. Two other new campuses also are currently in different stages of development in Delhi.

2.1 Basic Information

- a. AUD invites responses (“Proposals”) from Companies/Agencies (“Bidders”) for selection of “CMC vendor”.
- b. Proposals must be received before the due date and time, date and venue mentioned in this tender document. Proposals received after the deadline SHALL NOT be considered in this tender process.
- c. Interested bidders are advised to study the tender document carefully. Submission of response shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- d. The bidders submitting an application through e-tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the application. The application must be unconditional.
- e. The bidders are advised to visit and examine the site of works and equipment’s at AUD by taking prior appointment from System Administrator (IT) on Telephone Number 011-23865083 before pre-bid meeting date. Presently all equipment’s are at Kashmere Gate campus; however these may be shifted to any other campus of the University or at other sites within Delhi. The CMC of these equipment’s shall be provided within Delhi at any of such site(s).

2.2 Project Background

AUD intends to select agency for comprehensive maintenance services of iMac equipment's including but not limited to

- (i) Day to Day issue resolutions of the equipments under this contract and/or replacement of any items necessary for keeping the iMAC desktops and its accessories.
- (ii) Proactive corrective measures and half yearly preventive maintenance services of the equipments under this contract.

3 Instructions to the Bidders

3.1 Procedure for Submitting Tenders

The following documents along-with supporting documents, in addition to uploading the bid on the eTendering website of the Delhi Government must also be submitted in physical form (WITHOUT FINANCIAL BID) so as to reach the Administrative Division, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi – 110006 before the last date and time of the uploading of the bid, subject to the condition that the scanned copies of the same have also been uploaded in e-Tendering website by the Bidder within the due date and time indicated in the e-Tender:-

- i) Information of the Bidding Agency duly signed by the bidder or authorized representative of the bidder in the Performa and format as given in Annexure-I along with supporting documents.
- ii) Earnest Money Deposit (EMD) in original
- iii) Original/downloaded tender document duly filled in, signed and stamped by the Bidder or his authorized representative and duly witnessed with name, address and contact number of witness (es).
- iv) Undertaking by the bidder as per Annexure II.
- v) PLEASE NOTE THAT NO PRICES SHALL BE INDICATED IN THE TECHNICAL BID OTHERWISE, THE BID WILL BE REJECTED OUTRIGHTLY WITHOUT ANY FURTHER CORRESPONDENCE
- vi) The financial bid is to be quoted strictly as per the format given in ANNEXURE IV and uploaded at Delhi Govt. e-tendering website only. There should be no cutting or overwriting. Please note that financial bid is NOT to be submitted in physical form to the university, else the bid may be rejected without giving any reason what so ever.

3.2 General

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. If required, bidders may conduct site visit of any of the AUD campuses by taking prior appointment from System Administrator of AUD at 011-23865083 before pre-bid meeting date.
- b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the AUD on the basis of this tender document.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of AUD. Any notification of preferred bidder status by AUD shall not give rise to any enforceable rights by the Bidder. AUD may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of AUD.
- d. The University shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the CMC vendor in connection with the contract.
- e. This tender document supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- f. In case of change in rates of GST and / or other statutory taxes and duties during the entire contract period, the successful bidder shall bring the same into the notice of AUD for its consideration. The taxes shall be paid as per prevailing Government norms.
- g. Tax deduction at source shall be governed as per prevailing rules.
- h. **Price Fall Clause:-** The price charged for the services provided under the contract by the Bidder shall in no event exceed the lowest price rates at which the said Bidder provides the services of identical description to any person/organizations including Govt. agencies/PSUs/State Govt./ Central Govt for similar terms and conditions.

3.3 Completeness of Response

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

- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this tender.
 - ii. Follow the format of this tender and respond to each element in the order as set out in this tender document.
 - iii. Comply with all requirements as set out within this tender document.

3.4 Pre-Bid Meeting & Clarifications

- a. AUD shall hold a pre-bid meeting with prospective bidders on the date, time & venue as mentioned in fact sheet.
- b. The queries should necessarily be submitted in the following format prior to the pre-bid meeting through letter or email:

S.No.	tender Document Reference & Page Number	Content of Tender document requiring Clarification(s)	Points of clarification
1			
2			
3			

- c. AUD shall not be responsible for ensuring that the bidders' queries have been received by it. Any requests for clarifications post the indicated date and time may not be entertained by the AUD.

Responses to Pre-Bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the AUD will endeavour to provide timely response to all queries. However, AUD makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does AUD undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, AUD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders shall be posted on the Delhi Government e-procurement portal as well as on AUD website. Bidders are advised to check these websites and no individual information shall be communicated to bidders in this regard.
- d. Any such corrigendum shall be deemed to be incorporated into this tender document.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, AUD at its discretion may extend the last date for the receipt of Proposals.

- f. In case no bid or single bid is received, or any other reason whatsoever, AUD at its sole discretion may cancel the whole process or extend the last date and time of submission of the bid.

3.5 Tenure of the Contract

The CMC contract shall be valid for 3 year with effect from the date of issue of work order by AUD, subject to annual review of the performance of the CMC vendor. However, the contract shall initially be awarded for period of one year which shall be renewed on year to year basis subject to satisfactory performance of the CMC vendor and sole discretion of the University. After the completion of the assigned responsibilities across the tenure of the initial three year contract, AUD, at its sole discretion and mutual consent, may extend the contract on year to year basis for additional two more years subject to satisfactory quality certification by Designate Inspection Committee or Authority or any person nominated by or on behalf of the University to assess the performance of the selected bidder. However, University may decide to terminate the contract at any time during the contract period by giving one month notice in advance.

3.6 Price:

Quoted rates shall serve as the base price, eligible for first year of contract. Thereafter, 5% of annual increase shall be applicable on the respective equipment's annual CMC rates.

3.7 Key Information of the Bid

Tender Document Fees

Tender document can be downloaded free of cost as per e-Procurement guideline.

Earnest Money Deposit (EMD)

- a. Bidders shall submit the EMD in the form of a Demand Draft OR FDR issued by any nationalized bank in favour of Registrar, AUD, payable at Delhi, and should be valid for 90 days from the last date of submission of the tender.
- b. EMD exemption is permissible to NSIC and MSME registered organizations as per the Government norms.
- c. EMD of all unsuccessful bidders would be refunded by AUD within one month or on 30th day of the bidder being notified as being unsuccessful after complete process of the tender. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
- d. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

- e. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- f. The EMD may be forfeited:
 - (i) If the Bidder withdraws or amends its tender or impairs or derogate from the tender in any respect within the period of tender
 - (ii) If the successful Bidder fails to furnish the required performance security.
- g. The EMD should be sealed in an envelope. The envelope should clearly show
 - (i) Name of the company submitting the EMD
 - (ii) Tender Number : _____

Submission of Proposals

- a. The bidders should upload the completed bids on the Delhi Government e-Procurement portal <http://govtprocurement.delhi.gov.in>.
- b. The Response to Technical Proposal and Commercial Proposal should be uploaded separately.
- c. Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal only.

3.8 Preparation of Proposal

Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by AUD to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

AUD will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.9 Consortium

No consortium, subletting or hiring services of other company for execution of this job shall be allowed.

3.10 Evaluation Process

- a. AUD shall constitute Proposal Evaluation Committee to evaluate the responses of the bidders.

- b. The Proposal Evaluation Committee constituted by AUD shall evaluate the responses to the tender and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the tender shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d. The Proposal Evaluation Committee may recommend for rejection of any or all proposals on the basis of any deviations.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this tender.
- f. AUD may waive off any minor infirmity or non-conformity in the tender document, which does not constitute material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidders.
- g. Tender Validity:- The offer submitted by the Bidders should be valid for minimum period of 180 days from the last date of submission of Tender.
- h. Tender Evaluations:- Initial Bid scrutiny will be held and incomplete details as given below may be treated as non-responsive, if Proposals:
 - (i) Are not submitted in as specified in the tender document
 - (ii) Are found with suppression of details
 - (iii) With incomplete information, subjective, conditional offers and partial offers submitted
 - (iv) Submitted without the documents requested in the tender document.
 - (v) Have non-compliance of any of the clauses stipulated in the tender.
 - (vi) As part of the process to evaluate technical bids, the evaluation committee may invite the bidders to make presentation before it.
- i. All responsive Bids shall be considered for further processing as below.
- j. AUD shall prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids shall be considered for further evaluation by a Committee according to the Evaluation process defined in this tender document. The decision of the Committee shall be final in this regard.

4 Criteria for Evaluation

4.1 Technical Qualification Criteria

The bidders are required to submit details as given Annexure –I. All Requirements are Mandatory. Bidder must fulfil all requirements to qualify for

financial bid. Following supporting documents are required to be submitted for consideration by bid evaluation committee.

Table: 1

S.No.	Criteria	Basis for evaluation	Supporting
(A)	Company Profile		
1.	Legal Entity	Valid Legal Entity	Certificate of Incorporation and Articles of Association of the Participant in case of Company / Limited Liability Partnership Agreement in case of LLP
2.	Certificates	GST NO., Income Tax and PAN Registration	<ul style="list-style-type: none"> Valid GST No and Registration Certificate; Income Tax Return for last three FY (2016-17, 2017-18, 2018-19) PAN
3.	Average Annual Turnover during the last three financial years FY (2016-17, 2017-18, 2018-19)	More than or equal to Rs. Two Lacs	Extracts from Audited/Certified financial statements and Balance sheet for last three financial years as per financial year of participating company/firm; Or Certificate from Chartered Accountant and Authorized Signatory
6.	Geographical presence of the firm/company	Presence of office in NCR.	Certificate by Authorized signatory with Address of office in NCR.
(B)	Relevant Experience		
8.	Bidder should be an established experienced in maintenance of iMAC (Apple as OEM) desktops, notebooks etc.	<p>Bidder must have successfully undertaken at least the following numbers of assignments related to maintenance of iMAC desktops during the last three financial years FY (2016-17, 2017-18 and 2018-19 or thereafter)</p> <ul style="list-style-type: none"> One assignment not 	<p>Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Self certificate of Completion (Certified by Authorised Signatory)</p>

		less than the amount of Rs. 2 Lacs; OR <ul style="list-style-type: none"> • Two assignments less than the amount of Rs. 1.5 Lacs each; OR <ul style="list-style-type: none"> • Three assignments not less than the amount equal to Rs. one Lac each; 	
9.	Bidder's Performance	The bidders should not have been blacklisted by any central / State Government department or PSU organization	Certificate to be submitted as per Annexure II

Bidders, whose bids are responsive, based on fulfilling all requirements, would be considered technically qualified. Price Bids of such technically qualified bidders shall further be opened.

4.2 Financial Bid Evaluation

- a) The Financial Bids of technically qualified bidders in technical evaluation criteria will be opened.
- b) The bidder which has the lowest qualifying financial bid will be declared as L1 and may be considered.
- c) Errors & Rectification: If there is any discrepancy between words and figures in the financial bid, the amount in words will prevail.
- d) Incomplete and conditional tenders shall be rejected. It is mandatory to quote price strictly in the format given in this tender document and all rows are required to be filled. Tender shall be awarded to a single agency / firm / company on the basis of sum of total value in table III in financial bid.
- e) In case of unrealistic figures quoted in the price bid, the entire bid is liable to be rejected and disqualified.

5 Appointment of Successful Bidder

5.1 Award Criteria

AUD may award the Contract to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions and process outlined in this document.

5.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

AUD reserves the right to accept or reject any proposal, and to annul the tendering process/Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for AUD action.

5.3 Notification of Award

- a) Prior to the expiration of the validity period, AUD will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, AUD may like to request the bidders to extend the validity period of the bid.

- b) The notification of award will constitute the formation of the contract. The CMC vendor shall be required to submit duly signed Service Level Agreement, Performa of which is mentioned at Annexure V, on a stamp paper of Rs 100. Upon the successful bidder (CMC vendor) furnishing of Performance Bank Guarantee, AUD shall return EMD to respective unsuccessful bidder. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Service Level Agreement.

5.4 Performance Guarantee

AUD will require the CMC vendor to provide an irrevocably, unconditionally Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the annual value of contract. The performance guarantee will be valid for a period of sixty days beyond the date of completion of contractual obligations. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance

guarantee within the time stipulated, AUD at its discretion may cancel the order placed on the selected bidder without giving any notice. AUD shall invoke the performance guarantee in case the selected agency fails to discharge their contractual obligations during the period or AUD incurs any loss due to successful bidder negligence in carrying out the project implementation as per the agreed terms & conditions. The performance guarantee submitted by CMC vendor shall be retained till the validity of contract period and it shall be returned after successful completion of the work and no interest shall be paid for the performance guarantee amount.

5.5 Signing of Contract

After AUD notifies the successful bidder that its proposal has been accepted, AUD shall enter into a contract, incorporating all clauses and the proposal of the bidder between AUD and the successful bidder.

5.6 Failure to Agree with the Terms and Conditions of the tender

Failure of the successful bidder to agree with the Terms & Conditions of the tender/proposal of the bidder shall constitute sufficient grounds for the annulment of the award, in which event AUD may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, AUD shall invoke the EMD of the selected bidder.

6 Scope of Work

- a) The comprehensive maintenance includes preventive maintenance, regular services of the iMAC desktops mentioned in Annexure II of this tender document. The scope of work includes but not limited to replacement of any items necessary for keeping the iMAC desktops in working condition with original technical specifications and free from any defects, disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the Desktops.
- b) The replacement of defective spares with good quality and standard spares (preferable from respective OEM) will be done by the bidder without any extra charge of any kind. In case any equipment is not repairable by repair, or by use of spare parts, the successful bidder shall be liable to replace the entire equipment with the same or higher specification of same OEM.
- c) The replacement of the consumable items such as battery and physical damage of any kind shall not be in the scope of this contract. Rest all other

mechanical, electrical and electronic parts of the respective IT equipment's shall be very much in the scope of the contract for repair / replacement.

- d) The Detail of machines of which CMC is required is annexed as Appendix III. The University reserves the right to vary (addition / deletion) the quantity of respective items anytime during the contract period. In such cases the payment shall be made on pro rata basis. The CMC vendor shall be required to provide services as per this tender document to any new campus / premises in Delhi, which may start functioning during the period of the contract.
- e) The successful bidder shall inspect all equipments and do necessary health checks. In case any equipment has any fault / issue, the list of such equipments shall be shared with AUD. AUD reserves the right to get them repaired at its own cost or may exclude the items if found beyond economical repair or any other reason. Every year before renewal of the contract, the agency shall provide such health check status of the equipments again to the University for evaluation and decision making to vary the quantity. Within one year of contract period (from the beginning or after renewal), the quantity shall not be varied on the subject of obsolescence / non serviceability of IT equipments.
- f) The successful bidder shall provide all equipments to the university in working condition before renewal / expiry of the contract.
- g) The comprehensive maintenance shall be carried out primarily at the premises of AUD as specified in the work order, during office hours. In case, the Bidder feels that the equipment cannot be repaired at site, they will carry and deliver the equipment at their own cost and risk to get it repaired promptly.
- h) The operating environment condition in which the equipment is presently installed is quite satisfactory and the Bidder will not raise any condition with regard to the working environments for the equipment for the equipment covered under CMC.
- i) In case of reinstallation of software, the CMC vendor will not install a pirated copy in any circumstances. The CMC vendor will ensure that AUD provides the original and licensed version of the software/OS. In case of any issue, the CMC vendor will report it to AUD of such circumstances in writing.

- j) AUD expects proactive support approach from the CMC vendor so that any minor faults noticed in advance can be corrected. The agency shall provide preventive maintenance and check-up half yearly for every critical device and furnish a certificate to this effect, signed by the authorized AUD personnel. Report for issues reported and resolution time, hardware issues diagnosed and replacement time, frequency of issues and repetition of issues on each device is to be submitted on monthly basis. For corrective and preventive maintenance, bidder shall deploy engineer / resources for without any additional cost to the University and no extra transportation cost may be charged to the University for such services.
- k) The successful bidder shall follow all statutory labour laws as per GNCTD
- l) The successful bidder shall keep following minimum one keyboard and one mouse of apple make compatible with AUD iMAC desktops at site as spares during the entire contract period. The spare stock shall be checked and filled to the limit after every 15 days. Failing to maintain the stock, the agency may be penalised up to Rs 1000/- per day.
- m) The successful bidder has to maintain all the relevant records, register and documents as per service requirement at the University site.
- n) The CMC vendor shall not assign or sublet the work or any part of it to any other person or third party.

7 Service Level Requirement

The purpose of this Service Level Requirement is to clearly define the levels of service which shall be provided by the CMC vendor to AUD for the duration of this contract.

7.1 Response Time

- a) The support personnel should be available over phone and is required to be responsible for single point of contact of AUD. On breakdown situations or when directed by AUD, response time to reach maintenance location for maintenance call by the support personnel should not exceed 4 hours.
- b) Any of the equipment's down time should not exceed 48 hours (two working days of AUD) from the time at which the complaint was made. In case the system is not repaired or an alternative system of same or higher specification is not provided within 48 hours, a penalty of Rs. 500/- per day may be imposed on the CMC vendor.

- c) In case the system is not repaired or an alternative system not supplied within one week from the time of failure reported then AUD may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the CMC vendor.
- d) In case of any loss of any part or component or entire item or serviceability thereof on account of negligence of the successful bidder or its employees shall be attributed to the successful bidder. AUD reserves the right to impose suitable penalty (maximum up to the respective equipment's cost of purchase) for such negligence on case to case basis.
- e) In case of repeated such negligence, AUD reserves the right to terminate the contract and blacklist the defaulting CMC vendor.

8 Payment Schedules

- a) Payment shall be made quarterly, within 30 days from the date of receipt of correct Invoice.
- b) Tax shall be deducted as per government norms while making payments.
- c) The payment shall be made to the bidder only after the certified acceptance of services both in quantitative & qualitative terms.
- d) Disputed amount or amount on which clarification is required may be withheld till the time matter is sorted out. However, rest amount shall be released within Thirty (30) days of submission of bill.
- e) Payment from University shall be made by electronic fund transfer to the CMC vendor's account by NEFT or RTGS for which purpose agency is expected to submit their complete bank details.

9 Fraud and Corrupt Practices

- (i) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this tender, AUD shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, AUD shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority

- for, inter alia, time, cost and effort of the Authority, in regard to the tender, including consideration and evaluation of such Bidders Proposal.
- (ii) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of AUD who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of AUD, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of AUD in relation to any matter concerning the Project;
 - b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by AUD with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

10 Indemnification

- a) The CMC vendor shall, at its own expense, defend and indemnify purchaser/ University against all third party claims of infringement of Intellectual Property Rights, including patent, trade mark, copy right, trade secret or industrial design rules arising from use of the products or any part thereof.
- b) The CMC vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. The Purchaser shall not pay any compensation to a third party resulting from such infringement and the Bidder/Supplier shall be fully responsible for the same, including all expenses and court and legal fees.
- c) The Purchaser will give notice to the CMC vendor of any such claim without delay, shall provide reasonable assistance to the CMC vendor in disposing of the claim, and shall at no time admit any liability for or express any intent to settle the claim. Final payment to the CMC vendor by the Purchaser will not be made while any such suit or claim remains unsettled. The payment shall be made upon settlement of such suit and the purchaser shall not be liable to pay the interest on the principal amount in such event.
- d) The CMC vendor shall also indemnify AUD against all third party claims on account of loss / damage of property, personal accidents. Injury or death of his /her employees / agents at its own cost and initiatives at all times. The CMC vendor shall fulfil all obligations arising out of legislations / labour laws / statutory norms applicable to GNCTD, carry out due compliance and take necessary permits / licenses wherever and whenever required.

11 Force Majeure

- a) AUD or the selected bidder, against the other, in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikers, riots, embargoes from any political reasons beyond the control of any party including war (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party has delayed the performance of its work as it was beyond its reasonable control and it has not due to negligence or default on its part.

- b) Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

12 Arbitration

- a) In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration by a sole arbitrator to be appointed by Vice Chancellor of AUD as per provisions of Arbitration and Conciliation Act 1996 and the rules framed thereunder. The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties.
- b) The parties shall continue to perform their obligations under the agreement during arbitration proceedings, except where the agreement has been terminated.
- c) The venue for arbitration shall be New Delhi.

13 Jurisdiction

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at Delhi/New Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

14 Conflict of Interest

A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, AUD shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated

compensation and damages payable to AUD for, inter alia, the time, cost and effort of AUD including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to AUD hereunder or otherwise.

15 Termination

The contract may be terminated in whole or in part, by giving written notice to the CMC vendor and vice versa. The contract shall terminate at the expiration of ninety (90) days from the date of service of the notice by the CMC vendor and at the expiration of thirty (30) days from the date of service of notice by the AUD respectively. The contract may be terminated by AUD on the occurrence of any of the events specified in paragraphs (i) to (ix) of this Clause in the case of the event referred below:

- i) if the CMC vendor does not remedy a failure in the performance of its obligations under the Contract;
- ii) if the CMC vendor failed to submit any of the statutory documents related to any type of taxes or any other document required to be submitted by the CMC vendor as per contract agreement for three months in a row.
- iii) if the CMC vendor becomes insolvent or bankrupt;
- iv) if as a result of Force Majeure, the CMC vendor is unable to perform a material portion of the Services for a considerable period; or
- v) if the CMC vendor, in the judgment of the University has engaged in corrupt or fraudulent practices in competing or in executing the Contract.
- vi) if the services of the CMC vendor, in whole or in part are unsatisfactory.
- vii) on severe deficiency of services or failure of the CMC vendor to perform satisfactorily with the quality standards or statutory compliances.
- viii) if any information furnished by the CMC vendor is found to be incorrect at any time.
- ix) if the University, at its sole discretion, decides to terminate this Contract.

For the purpose of this clause:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.
- b) "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the University.

16 ANNEXURES

16.1 ANNEXURE I: Technical Bid

1. Name & Postal address of Firm:

Telephones Nos.:

Fax Nos.

E-mail:

Mobile Nos:

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

3. Nature of Firm (Sole/ Partnership/ otherwise) :

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

5. Please provide following details along with supporting documents duly signed and stamped for respective points as mentioned in the tender document.

Sl. No.	List of documents/ Undertakings	Details to be filled by Bidder	Have you uploaded stamped and signed document (Y/N)
1	Demand draft number for a sum of Rs 5,000/- towards EMD.		Please submit original before due date and time of bid submission.

2	GST No.		
3	PAN No.		
4	Copy Certificate of Incorporation and Articles of Association of the Participant in case of Company / Limited Liability Partnership Agreement in case of LLP		
5	Average Annual Turnover during the last three financial years FY (2016-17, 2017-18, 2018-19). Please provide supporting document as mentioned in tender document.		
6	Geographical presence of the firm/company. Please provide supporting document as mentioned in tender document.		
7	Undertaking certifying as per Annexure II	Please fill Annexure II	

Please provide experience details in following Table.

S.N.		Name of Client	Value of Work Order (INR Lacs) in	Have you uploaded stamped and signed document (Y/N)
1	Assignments related to maintenance of iMAC desktops during the last three financial years FY (2016-17, 2017-18, 2018-19 or thereafter) One assignment not less than the amount of Rs. 2 Lacs			

OR				
2	Assignments related to maintenance of iMAC desktops during the last three financial years FY (2016-17, 2017-18, 2018-19 or thereafter) Two assignments not less than the amount of Rs. 1.2 Lacs	First Client details:		
		Second Client details:		
OR				
3	Assignments related to maintenance of iMac during the last three financial years FY (2016-17, 2017-18, 2018-19 or thereafter) Three assignments not less than the amount equal to Rs. 1 lakh each	First Client details:		
		Second Client details:		
		Third Client details:		

Place :

Sig. of the Proprietor/ Authorized Signatory

Date :

Rubber Seal indicating complete address

Annexure – II : Undertaking

I hereby undertake to comply with all the conditions of the Contract and Technical Specifications of the Bidding Document.

2. I hereby certify that:

(a) My/ Our Firm has not been ever blacklisted by any Central / State Government/ Public Sector Undertaking/ Educational Institution on any account.

(b) All information provided in this Bid is true and correct in any every respect and in case at a later date it is found that any details provided are incorrect, any contract given to my/ our Firm may be summarily terminated and the Firm blacklisted.

Date:

(Authorized Signatory)

Place:

Name:

Designation:

Contact No.:

16.2 Annexure – III : List of Equipments

List of Desktops across all three campuses

S.No.	Make and Model	Specifications	Qty.	Purchase year
1.	Apple iMac Desktop - Category1	Processor Quad core i5, 2.0GHz, 8GB RAM, 1TB HDD, 21.5" screen, GeForce GT750 1GB	21	2014
2.	Apple iMac Desktop – Category2	Processor Quad core i5, 3.4GHz, 8GB RAM, 1TB HDD, 27" screen, GeForce GT775 2GB	02	2014
3.	Apple iMac Desktop – Category3	MC007HN/A Mac pro 2 Processors six core intel Xeon E5645, 2.4GHz, 8GB RAM, 2TB HDD, Serial ATA 3BG/s Drive memory 12g DVD writer 18X Apple LED display 27" flat panel	02	2013
Total			25	

16.3 Annexure IV: Financial Bid

FINANCIAL BID PROFORMA

Name of the Service: Comprehensive Maintenance Contract for iMAC as appended below

S.No.	Make and Model	Qty. (A)	Yearly CMC RATE (per unit) for first year (excluding taxes) (B)	Yearly CMC for first year for the given quantity (excl taxes). C=A X B
1.	Apple iMac Desktop – Category1	21		
2.	Apple iMac Desktop – Category2	02		
3.	Apple iMac Desktop- Category3	02		
Total in Figures for 25 Qty.				
Total in Words for 25 Qty.				

Amount as mentioned in above table III shall be taken into account for financial bid evaluation.

- a) Above amount is excluding taxes.
- b) Taxes shall be paid as per prevailing Government norms.
- c) Bids submitted in contravention of the statutory norms shall be rejected.
- d) As regards Services/Management/ Administrative Charges, no upper or lower limits have been prescribed, however, in case of abnormally lower/higher quote the bidder could be asked to justify the same on the basis of its essential expenses or work order from other PSU/Govt. Institute.
- e) The Total Amount of CMC of iMAC equipments for one year as mentioned in above Table shall be taken into consideration for determining the financial bid as per tender document.
- f) No overwriting will be accepted.
- g) All calculations (Multiplication/addition) in this Annexure are the responsibility of the bidding agency. No representation on account of wrong calculation shall be accepted.

16.4 Annexure V: Performa of Service Level Agreement

Performa of Service Level Agreement

<Stamp paper of INR 100>

Service Level Agreement for comprehensive maintenance contract (CMC) of iMAC equipments at the Dr B. R. Ambedkar University Delhi

This agreement is made on _____ 2020 between the Dr B. R. Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD",

and

M/s _____, a Firm/ Company/ Agency/
Individual 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 comprehensive maintenance contract (CMC) of iMAC equipments at the Dr B. R. Ambedkar University Delhi 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 performance security for the fulfilment 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 _____ **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 fulfil 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 month's notice in writing without compensating the Contractor. The agreement may be further renewed on year to year basis for 48 more months based on review of performance of the services rendered by the agency.

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 other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without cancelling 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 case of gross repeated negligence on part of the contractor for performing its services as per tender norms, AUD may blacklist the agency for 3 years for participating further in any business with AUD.

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
Dr B. R. Ambedkar University Delhi

Witness 1 _____

Witness 2 _____

Authorised Signatory
For and on behalf of
M/s _____

Witness 1 _____

Authorised Signatory

Witness 2 _____