

**UNIVERSITY OF DELHI
DELHI – 110007**



Full Service Maintenance Agreement (FSMA)
of 125 Photocopiers (approx.) of different brands
installed at various branches/offices of the University

e-TENDER DOCUMENT

UNIVERSITY OF DELHI

GENERAL BRANCH-II

Room No: 209, 2nd Floor, New Administrative Block, University of Delhi,
Delhi-110007

Tel-Fax: 011-27666764 and

Email: gb2@admin.du.ac.in

E-PROCUREMENT TENDER NOTICE

University of Delhi invites tenders under Two Bids System (Technical and Financial) from reputed & eligible agencies through e-procurement for Full Service Maintenance Agreement (FSMA) of 125 Photocopiers (approx.) of different brands installed at various branches/offices of the University.

Item	Details / Date
EMD	Rs. 50,000/-
Tender Document Cost	Rs. 500/-
Bid Document Download Starts Date	06.10.2016, 10.00 A.M.
Bid Submission Start Date	06.10.2016, 01.00 P.M
Bid Submission End Date	27.10.2016, 03.00 P.M.
Bid Opening Date	27.10.2016, 04.00 P.M.

Notes:

- (i) All details regarding the subject tender are available on our websites www.du.ac.in and <https://eprocure.gov.in/eprocure/app>. Bidders are therefore, requested to visit our websites regularly to keep themselves updated.
- (ii) **Manual bids shall not be accepted.**
- (iii) For submission of E-Bids, bidders are required to get themselves registered with <http://eprocure.gov.in/eprocure/app>.
- (iv) Tender document's cost and EMD should reach the **Section Officer, General Branch-II, Room No: 209, 2nd Floor, New Administrative Block, University of Delhi, Delhi-110007**, before the end date and time of bid submission. Failing which offer will be liable for rejection. Bidder, however have to attach scanned copies of tender cost and EMD documents along with their e-tender.
- (v) Clarifications/ queries, if any, can be addressed to the Section officer (General Branch-II) on telephone no. 011-27666764 and email: gb2@admin.du.ac.in

REGISTRAR

INFORMATION & INSTRUCTIONS FOR BIDDERS

Earnest Money Deposit	<p>Rs. 50,000/- (Rupees Fifty thousand Only) in the form of Fixed Deposit Receipt (FDR) in favour of Registrar, University of Delhi, Payable at Delhi valid for a period of six months.</p> <p>EMD should the reach the Section Officer, General Branch-II, Room No: 209, 2nd Floor, New Administrative Block, University of Delhi, Delhi-110007, before the end date and time of bid submission. Bidders, however have to attach scanned copies of EMD documents alongwith the e-tender (technical bid).</p>
Cost of Tender Form (Non-Refundable)	<p>Rs. 500/- (Rupees Five hundred Only) through DD/Banker's cheque in favour of Registrar, University of Delhi, Payable at Delhi.</p> <p>Tender cost should reach the Section Officer, General Branch-II, Room No: 209, 2nd Floor, New Administrative Block, University of Delhi, Delhi-110007, before the end date and time of bid submission. Bidders, however have to attach scanned copies of tender cost document alongwith the e-tender (technical bid).</p>
Issue of Tender Document	<p>Tender Document may be down- loaded from the University website www.du.ac.in. and CPP portal https://eprocure.gov.in/eprocure/app as per the schedule.</p>
Bid Document Download Start Date	06.10.2016, 10.00 A.M.
Bid Submission Start Date and Time	06.10.2016, 01.00 P.M.
Bid Submission End Date and Time	27.10.2016, 03.00 P.M.
Technical bid Opening Date and Time	27.10.2016, 04.00.P.M.

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1. INTRODUCTION

The University of Delhi is the premier university of the country and is known for its high standards in teaching and research and attracts eminent scholars to its faculty. It was established in 1922 as a unitary, teaching and residential university by an Act of the then Central Legislative Assembly.

2. SCOPE OF FULL SERVICE MAINTENANCE AGREEMENT AND ITS IMPLEMENTATION

- 2.1 The University is having 125 photocopier (approx.) machines of different makes installed at various departments/offices/branches of the University of Delhi North Campus. The details of Photocopiers are mentioned at **Annexure-I**. The maintenance work will have to be carried out in the premises of the University.
- 2.2 The FSMA shall be comprehensive in nature and shall, therefore, essentially include servicing and repair/replacement of any or all parts/spare parts (genuine company brand) including supply of all consumables such as toner etc., during the currency of the contract at the exclusive risk, responsibility and the cost of contractor. The rates to be approved on the basis of quotation shall be valid for the whole of the period of the contract and no upward revision will be allowed during the period of contract under any circumstances. It shall be the responsibility of the successful tenderer to carry out the requisite servicing and all sorts of repairs and also to provide genuine OEM spare parts of the machine and to keep them in proper working condition throughout the period of contract. **The number of Photocopiers may increase or decrease.**
- 2.3 The bidder shall quote per copy charges, which will include the maintenance charges for maintaining the machines including the plastic parts in proper order throughout the contract period. Under FSMA, per copy charges will be paid to the selected company depending upon the numbers of copies taken from the machines on quarterly basis.
- 2.4 The machines shall be taken over under FSMA by the selected firm on “as is where basis”. No extra payments whatsoever even for any initial repair, if any, will be made to the contractor.
- 2.5 It will be the responsibility of the firm to ensure supply of genuine quality spare parts and consumables of the machines in working order all the times.
- 2.6 Engineers deployed by the bidder shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government Property/person.
- 2.7 Initially the contract will be awarded for a period of one year from the date of award, which can be extended for two years, one year at a time (i.e. a total of 3 years), depending on the satisfactory service of the firm. The quoted rates will remain unchanged for extended years i.e. after one year completion if any firm extended for another 2 years, the quoted rates will remain unchanged.
- 2.8 The bidder will prepare separate log book for each of the machine to be taken under the FSMA.
- 2.9 To provide one technical staff for maintenance services of photocopiers from 9.00 a.m. to 5.30 p.m. on all working days.

- 2.10 The Bidder is bound to do all such job as are required for smooth and uninterrupted working of photocopiers and also to provide a certificate that the systems are in working condition on the expiry of the contract.

3. TECHNICAL AND QUALIFYING CRITERIA

- 3.1 The bidder should have been in the business of Maintenance of photocopiers at least from last Three years or more in the Central Govt./State Govt./Autonomous Bodies with whom bidder has entered into the FSMA/CAMC contract for such items. **(A scanned certificate from the authorized signatory of the company is to be submitted alongwith the technical bid in this regard).**
- 3.2 The Bidder must have annual turnover of Rs. 50 lakhs during last three financial years i.e. 2013-14, 2014-15, and 2015-16. A certificate from a Chartered Accountant should be enclosed. **(Scanned copy must be attached with the technical bid).**
- 3.3 The Bidder must be an authorized maintenance service provider of reputed brand of photocopiers for which the bidder is quoting from the business of maintenance of photocopier. **(Scanned copy must be attached with the technical bid).**
- 3.4 A Certificate shall be furnished by the bidder alongwith the technical bid that all costs of deputing Technical Assistant, repair and maintenance charges have been included in financial bid. **(A scanned certificate from the Original Equipment Manufacturer should be enclosed).**
- 3.5 The Technical Assistant should have their own/vendor vehicle and mobile phone to facilitate them at work place. The number of the mobile phone shall be used to contact the Technical Assistant for complaints and monitoring. All the charges towards fuel, maintenance of vehicle and mobile phones/call charges shall be borne by the vendor. **(Scanned copy must be attached with the technical bid).**
- 3.6 Copies of Service Tax Registration certificate, VAT Registration Certificate and PAN certificate have to be attached with Bid. **(Scanned copy must be attached with the technical bid).**
- 3.7 The bidder shall indicate the complete address of the Company Office and Service Centre along with the name(s) of the contact person(s) and their telephone/Fax/Mobile numbers. **(Scanned copy must be attached with the technical bid).**
- 3.8 The bidder must submit an Undertaking on its letter head that they have not been blacklisted by any State Government/Central Government/Public Section Undertaking/University in India in last 3 years. **(Scanned copy must be attached with the technical bid).**
- 3.9 A tender acceptance letter must be attached alongwith the technical bid as per **Annexure-VI.**

4. BID SUBMISSION

- 4.1 "Technical Bid" shall comprise of all documents as per **Annexure-II.**
- 4.2 "Financial Bid" shall comprise of the price bids of the items included in **Annexure-III.**
- 4.3 Tender acceptance letter must be signed by the authorized signatory of the bidder with seal.

- 4.4 Conditional tenders will not be accepted.
- 4.5 Manual bids shall not be accepted.
- 4.6 Bids shall be submitted online only at CPP portal:
<https://eprocure.gov.in/eprocure/app>.
- 4.7 Tenderer/contractor are advised to follow the instructions provided in the 'Instructions to the Contractor/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>.
- 4.8 Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4.9 Tenderer who has downloaded the tender from the University website www.du.ac.in and Central Public Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with Delhi University.
- 4.10 Intending tenderers are advised to visit again University website www.du.ac.in and CPP Portal <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

5. OPENING OF FINANCIAL BID AND EVALUATION

Financial bids of eligible and technically qualified bidder will be opened. The lowest financial bid in respect of each category/brand of photocopiers (e.g. Xerox, Canon, Toshiba, Ricoh) will be considered separately for award of work.

6. EARNEST MONEY DEPOSIT AND COST OF TENDER DOCUMENT:

Earnest Money Deposit is not required to be submitted by those who are registered with Central Purchase organization i.e. DGS&D or NSIC. Relevant document would require to be furnished alongwith Technical Bid.

- 6.1 The Earnest Money (EMD) of **Rs. 50,000/-** (Rupees Fifty thousand only) must reach the **Section Officer, General Branch-II, Room No: 209, 2nd Floor, New Administrative Block, University of Delhi, Delhi-110007**, before the end date of bid submission. Bidders, however have to attach scanned copies of EMD documents alongwith the e-tender. The Earnest money shall be accepted with a minimum validity of 6 months in the following forms and shall be in favour of "Registrar, University of Delhi", payable at Delhi:-
(i) Fixed deposit receipt (FDR)
- 6.2 The Cost of Tender of **Rs. 500/-** (Rupees Five hundred) must reach the **Section Officer, General Branch-II, Room No: 209, 2nd Floor, New Administrative Block, University of Delhi, Delhi-110007**, before the end date of bid submission. Bidders, however have to attach scanned copies of tender cost alongwith the e-tender.
- 6.3 Tenders with no earnest money deposit and cost of tender document will be summarily rejected. In case of successful bidder of the financial bids, the earnest money deposit will be returned on submission of performance Bank Guarantee.
- 6.4 In the case of unsuccessful bidders, the Earnest Money Deposit will be refunded without any interest

7. FINAL DECISION MAKING AUTHORITY

The University reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained/paid by the university to the bidder(s).

8. SUMMARY REJECTION OF TENDER:

The tenders not accompanied with Earnest Money Deposit, Cost of Tender Document shall be summarily rejected. Similarly, if the bidder proposes any alternation in or additions to the prescribed form of tender or decline to carry out any work of the tender document; or any conditions mentioned, etc., his tender is liable to be rejected.

9. AMENDMENT OF TENDER DOCUMENT:

9.1 Before the deadline for submission of tender, the University may modify the tender document by issuing addendum/corrigendum.

9.2 Any addendum/corrigendum thus issued shall be a part of the tender document and shall be uploaded on the University website (www.du.ac.in) and CPP portal <https://eprocure.gov.in/eprocure/app>. Prospective bidders must visit the website before filling and submission of Tender Document for such information.

10 PERFORMANCE BANK GUARANTEE:

10.1 The successful bidder will have to furnish a Performance Bank Guarantee amounting to Rs. 1,00,000/- (Rupees One Lakh only) in favour of the Registrar, University of Delhi in the form of a DD/FDR. The PBG shall remain valid for a period of 3 months beyond the validity date of the contract period. The successful tenderer is required to enter into an agreement with the University.

i. Fixed deposit Receipt (FDR) of a nationalized bank (16 months validity)

ii. Bank Guarantee (As per **Annexure-IV**) (16 months validity)

10.2 The Performance Guarantee will be refunded without any interest after the completion of period.

10.3 In case of non-submission of Performance Guarantee within specified time, the earnest money will be forfeited and the University may consider to black list the contractor.

11. ARBITRATION AND SETTLEMENT OF DISPUTES:

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Registrar or any other person as approved by the Vice-Chancellor, University of Delhi. There will be no objection for any such appointment on the found that the arbitrator is an Employee of University of Delhi or that he/she has to deal with the matter to which the agreement relates or that in course of his/her duties as University of Delhi Employee he/she has express views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties.

The arbitrator may from time to time with the consent of parties change

the time for making and publishing the award. Subject to India Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

12. TERMS OF PAYMENT

12.1 PAYMENT MODE: After, the award of the contract, the vendor has to submit the bill on quarterly basis. The Payment will be released though RTGS after providing of job performance certificate from concerned departments/branches/offices.

12.2 PENALTY – The break down maintenance call shall have to be attended within four hours and the photocopier will have to be made functional within 24 hours of the complaint. If, the fault is not rectified within 24 hours of the complaint, then penalty @ Rs. 500/- per day will be deducted from the FSMA charges under the contract.

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should

save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 125 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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UNIVERSITY OF DELHI**

Annexure-I

The details of Photocopier of all brands with their quantity are as under:-

S. No.	Brand & Model No.	Quantity
1.	Xerox (WC- 7530, 128, 7335, 5225, 7435, 5745, 245, 5638, 238, 55, 5020)	100
2.	Canon (IR- 2020, 2422, 2318, 2420, 4045, 3530)	6
3.	Toshiba (166, 756)	17
4.	Ricoh (MP – 8001, 600)	2
	Total	125

TECHNICAL BID

1. Name of the Company
2. Address (with Tele No. fax No. & e-mail)
3. Contact person Name and mobile number
4. (a) The number of years of experience in Maintenance business. _____
(b) Total value per year of Maintenance Business during the last three years
(Attested certificate from Chartered Accountant should be attached.)
5. (a) Registration Number _____
VAT number
(b) PAN Number _____
(c) Service Tax Number _____
6. Details of Technical Manpower (Category-wise) –Degree Holders/Diploma Holders/Others in the firm.

S No.	Total Strength of RE(s) and TA(s)	Qualification	Length of Average Experience

7. Address of Workshop / Service Center with area of premises.
8. Whether owned/rented.
9. Name of Banker

10. Confirm the Attachment:-

S. No.	Document	Whether attached	Page No.
1.	Whether the firm is in existence for three years or more in the trade in Central Govt./State Govt./Autonomous Bodies. if yes, necessary supportive document should be attached?	Yes/ No	
2.	Have you attached the copies of last three financial years i.e. 2012-13, 2013-14, 2014-15, that the firm have annual turnover of Rs. 50 Lakhs .	Yes/ No	
3.	Have you attached a copy of authorization certificate.	Yes/ No	
4.	Have you attached a detail of workshop and qualified Technician with their address, contact numbers.	Yes/ No	
5.	Have you attached a certificate regarding the cost of Technical Assistants, repair and maintenance charges will be included in financial bid.	Yes/ No	
6.	Have you attached a certificate regarding the Technical Assistant have their own/vendor vehicle and mobile phone to facilitate them at work place.	Yes/ No	
7.	Whether copy of Service Tax Registration Certificate, VAT Registration Certificate and PAN Certificate.	Yes/ No	
8.	Have you attached the copy of complete address of the Company Office and Service Centre alongwith the name(s) of the contact person(s) and their telephone/Fax/Mobile numbers.	Yes/ No	
9.	Have you attached a letter that they have not been blacklisted by any State Government/Central Government/Public Section Undertaking/University in India in last 3 years.	Yes/ No	
10.	Have you attached a copy of tender acceptance letter.	Yes/ No	

Declaration

I hereby certify that the information furnished above are full and correct to the best of our knowledge. We understand that in case any deviation is found in the above statement at any stage, the company will be black-listed and will not have any deal with the Organizations in future.

**Authorized Signature
with Seal of Company**

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UNIVERSITY OF DELHI

ANNEXURE-III

FINANCIAL BID

S. No.	Brand & Model No.	Qty.	Rate per Copy (in INR)	VAT/ Taxes/ Levies	Total Amount (Inclusive of all taxes)
1.	For B/W (Xerox WC- 7530, 128, 7335, 5225, 7435, 5745, 245, 5638, 238, 55, 5020)	100			
2.	For Colour (Xerox WC-7530, 7335, 7435)	5			
3.	For B/W Canon (IR- 2020, 2422, 2318, 2420, 4045, 3530)	6			
4.	For Colour Canon (IR 2020)	1			
5.	Toshiba (166, 756)	17			
6.	Ricoh (MP – 8001, 600)	2			
Total					

CONTRACTOR
Signature of Authorized person
With seal of firm

**Form of Performance Guarantee
Bank Guarantee Bond**

1. In consideration of the University of Delhi (hereinafter called "The University") having offered to accept the terms and conditions of the proposed agreement between _____ and _____ (hereinafter called "the said Contractor (s)") for the work _____ (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. _____ (Rupees _____ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and condition in the said agreement.

We, _____ (indicate the name of the Bank) _____ (hereinafter referred as "the Bank") hereby undertake to pay to the University an amount not exceeding Rs. _____ (Rupees _____ only) on demand by the University.

2. We, _____ (indicate the name of the Bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Registrar, University of Delhi, on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.
5. We, _____ (indicate the name of the Bank) further agree with the University that the University shall have the fullest liberty without our

consent and without affecting in any manner our obligation hereunder to vary any of terms and conditions of the said agreement or to extent time of performance by the said Contractor(s) from to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said contractor (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect or so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the University in writing.
8. This guarantee shall be valid upto _____ unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Date the -----day of -----for------(indicate the name of the Bank)

MAINTENANCE AGREEMENT

This Maintenance Agreement is made at New Delhi on (Date and place of agreement) for the period of one year from to between the Registrar on behalf of the University of Delhi, Delhi-10007 hereinafter referred to as "First Party" which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office and assigns on the one party and M/s Vendor name, acting through authorized representative Sh. only authorized by the company/Firm vide resolution number..... Dated.....(copy annexed to this maintenance agreement) with its registered office at.....which expression shall unless excluded by or repugnant to the context shall include its representative administrator, executives and assign on the second party.

Whereas University of Delhi has the 125 Photocopiers of all brands shown in this Agreement hereof and is now desirous of availing the Full Service Maintenance Agreement for its 125 Photocopiers of all brands installed at the University of Delhi.

And whereas M/s..... has agreed to perform the said maintenance services of the 125 Photocopiers of all brands as mentioned in this agreement and limited to the 125 Photocopiers of all brands covered by this agreement.

Now, therefore, it is hereby mutually agreed as follows:

1. SCHEDULES TO THE AGREEMENT:

The following schedules form an integral part of this agreement:

However during the currency of the agreement, the University of Delhi is at liberty to add to or delete from, this schedule any numbers of 125 Photocopiers of all brands. In case of addition of work, services will be performed; the same will be done on already agreed and settled-rates for the main contract of maintenance.

2. TERMS & CONDITIONS OF THE MAINTENANCE CONTRACT FOR THE 125 PHOTOCOPIERS OF ALL BRANDS.

The second party, shall truly and faithfully carry on the said job as is done by the services/business houses in proper manner/standard fashion for the Full Service Maintenance Agreement of the 125 Photocopiers of all brands as mentioned in Schedule - I to the full extent and satisfaction of the first party for the whole year, i.e., from..... to

The comprehensive maintenance includes **preventive maintenance**, quarterly regular services of the 125 Photocopiers of all brands replacement of all defective items necessary for keeping the 125 Photocopiers of all brands of active and free from any defects or 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 125 Photocopiers of all brands. The replacement of all spares parts (as mentioned in Scope of Full Service Maintenance Agreement and Its Implementation) is included under the Maintenance Contract. The replacement of all defective spares with Original spares or spares of equivalent specification will be done by the second party, without any extra charge of any kind.

The comprehensive maintenance shall be carried out primarily at the premises of the University of Delhi during office hours. In case, the second party feels that the equipment

cannot be repaired on-site, they will carry the defective equipment with the consent of officials after giving due receipt of the equipment and deliver back the repaired equipment at their own cost and risk to get it repaired promptly.

The Operating environment condition in which the equipment is presently installed is quite satisfactory and the second party will not raise any condition with regard to the working environments for the equipment covered under the Maintenance Contract.

The second party will depute one technical person at University of Delhi to attend on spot the complaints for any defect and that technical person will register the complaint on the complaint register with date and time and record the date & time of clearing the fault with satisfactory report signed by the concerned officer of the section.

Response time for maintenance call should not exceed 2 hour.

The system down time should not exceed 24 hours from the time at which the complaint was made. If, the down time is more than 24 hours, the second party will provide a stand by system. In case the system is not repaired or an alternative system not supplied within the period of 24 hours from the time of failure report then the first party 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 second party from the subsequent payments or else from the performance security if all the payments have been released.

3. SECURITY DEPOSIT:

The bidder will have to furnish a performance bank guarantee amounting to Rs. 1,00,000/- in favour of The Registrar, University of Delhi in the form of a DD/FDR. The PBG shall remain valid for a period of 03 months beyond the validity date of the contract period. The successful tenderer is required to enter into an agreement with the University.

4 PAYMENT TERMS:

After, the award of the contract, the vendor has to submit the bill in every three months.

5. FORCE MAJEURE:

The second party, 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 part including war (whether declared or not), civil war or state of insurrection shall give notice to other party within 30 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 occurred due to negligence or default on its part.

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.

6. ASSIGNMENT:

The second party shall not assign this agreement or any part, thereof or any benefit there under without the written consent of to any other party.

7. ARBITRATION:

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Registrar or any other person as approved by the Vice-Chancellor, University of Delhi. There will be no objection for any such appointment on the found that the arbitrator is an Employee of University of Delhi or that he/she has to deal with the matter to which the agreement relates or that in course of his/her duties as University of Delhi Employee he/she has express views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties.

The arbitrator may from time to time with the consent of parties change the time for making and publishing the award. Subject to India Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue for arbitration will be Delhi/ New Delhi.

8. THE AGREEMENT :

This document with Schedule 1 hereto signed by both the parties shall constitute the entire agreement binding on both the parties.

This agreement has been executed in the English language in two originals and each party has retained one original.

In witness whereof each of the parties hereto has caused this agreement to be executed as on the day. month and the year first above written.

First Party

Second Party

Name:

Name:

Designation

Designation

(Rubber Seal)

(Rubber Seal)

(In presence of)

(In presence of)

Witness - I

Witness – I

Witness - II

Witness – II

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

To,

Sub: Acceptance of Terms & Condition of Tender.

Tender Reference No:_____

Name of Tender / Work:-

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

As per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. ____ to ____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms / conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department / organization too have also been taken into consideration, while submitting this acceptance letter.
4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.
5. I/we do hereby declare that our firm has not been blacklisted/debarred by any Govt. Department/Public Sector undertaking.
6. I/we certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

CHECK LIST

S. No.	Description	Page No.	Remarks, if any
1	Cost of the tender document (Rs.500/-)		
2	EMD (Rs. 50,000/-)		
3	Annexure – II (Technical Bid)		
4	Annexure – III (Financial Bid)		
5	Annexure – VI (Tender Acceptance Letter)		