

**UNIVERSITY OF DELHI
DELHI – 110007**



Comprehensive Annual Maintenance Contract (CAMC)
of Telephone Instrument and Lines

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 Comprehensive Annual Maintenance Contract (CAMC) of Telephone Instrument and Lines.

| Item | Details / Date |
|-----------------------------------|------------------------|
| EMD | Rs. 30,000/- |
| Tender Document Cost | Rs. 500/- |
| Bid Document Download Starts Date | 30.09.2016, 10.00 A.M. |
| Bid Submission Start Date | 30.09.2016, 01.00 P.M. |
| Bid Submission End Date | 21.10.2016, 03.00 P.M. |
| Bid Opening Date | 21.10.2016, 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. 30,000/- (Rupees Thirty 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 | 30.09.2016, 10.00 A.M. |
| Bid Submission Start Date and Time | 30.09.2016, 01.00 P.M. |
| Bid Submission End Date and Time | 21.10.2016, 03.00 P.M. |
| Technical bid Opening Date and Time | 21.10.2016, 04.00 P.M. |

INDEX

| Sr. No. | Content | Page No. |
|----------------|--|-----------------|
| 1. | Scope of Work | 5 |
| 2. | Technical and Qualifying Criteria | 5 |
| 3. | Bid Submission | 6 |
| 4. | Earnest Money Deposit and Cost of Tender | 7 |
| 5. | Performance Bank Guarantee | 9 |
| 6. | Award of Contract | 9 |
| 7. | Technical Bid | 11-12 |
| 8. | Financial Bid | 13 |
| 9. | Performa of Performance Bank Guarantee | 18-19 |
| 10. | Acceptance Letter | 20 |

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.

The University has **EPABX System at North Campus, at present 550 Telephone Instrument (including 91 plan 1+1 instruments) & lines and 249 MTNL lines installed at various offices of North Campus, University of Delhi, are proposed for CAMC.**

2. SCOPE OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AND ITS IMPLEMENTATION

- 2.1 Maintenance and repairs of 550 Telephone Instruments including 91 plan (1+1) instruments working at different Branches/Offices of the University in North Campus. In case of the faulty Telephone Instrument/Plan (including 1+1 plan)/Telephone accessories is/are unrepairable, the firm shall replace the same with same or equivalent brand/make with no additional cost to the University.
- 2.2 Maintenance and Rectification of faults of Telephone lines from EPABX to Individual Telephone Instrument including DPs and MDF etc. It will include providing material of same standard/make/brand, Digging, laying, Fixing, Jointing and Termination, if required, as per the prevalent Industry standard material and procedure with no additional cost to the University.
- 2.3 To provide one technical staff on site for maintenance services from 9.30 a.m. to 6 p.m. on all working days.
- 2.4 The Bidder is bound to do all such job as are required for smooth and uninterrupted working of Telephones and also he should keep the building and equipment in intact position.
- 2.5 Installation of New Telephone Instrument/Line and shifting of existing Telephone instruments/line and its accessories and/or providing and laying of PVC (single/multipair) U/G, J/F Armored Cable of telephone lines strictly according to the wiring plan and as per the prevalent Industry standard/ISI will be on the additional cost to the University as per the rates submitted alongwith the bid in the proforma given at **Annexure – II(A)**. The Telephone instruments and Cable should be of same as existing Brand/Make/Standard or equivalent.
- 2.6 Faulty parts will be submitted in the Central Store of the University.

3 TECHNICAL AND QUALIFYING CRITERIA

- 3.1 The bidder should have been in the business of Maintenance of Telephone Lines and Telephone Instruments from last Three years or more. **(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 should have undertaken and successfully completed Two similar or related Work Order each of value of at least Rs. Four lakhs (annually) issued by the Government Department/PSU/Company incorporate under the act/University/Institutions etc. in last five years. **(Scanned copy must be attached with the technical bid).**
- 3.3 List of reputed Clients/Organization being Central Govt./PSU/Autonomous Bodies or any of its constituent Labs./Instts. with whom bidder has entered into the CAMC contract for such items during last 5 years to be provided. **(Scanned copy must be attached with the technical bid).**

- 3.4 The bidder should have proper workshop with well qualified Technician and the latest/modern gadget and tools for service/repair /maintenance of Telephone Instruments. **(Scanned copy must be attached with the technical bid).**
- 3.5 A Certificate shall be furnished by the bidder alongwith the technical bid that all costs of deputing Technical Assistant on the site, repair and maintenance charges have been included in financial bid. **(Scanned copy must be attached with the technical bid).**
- 3.6 The Technical Assistant should have their own/vendors vehicle and mobile phone to facilitate them at work place. 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).**
- 3.7 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).**
- 3.8 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).**
- 3.9 The bidder must submit an Undertaking on its letter head that they have not been blacklisted by any State Government/Central Government/Public Sector Undertaking/University in India in last 3 years. **(Scanned copy must be attached with the technical bid).**
- 3.10 A tender acceptance letter must be attached alongwith the technical bid as per **Annexure-V.**

4 INSTRUCTION FOR BIDDERS FOR SUBMISSION OF BID ONLINE.

- 4.1 "Technical Bid" shall comprise of all documents as per **Annexure-I.**
- 4.2 "Financial Bid" shall comprise of the price bids of the items included in **Annexure-II.**
- 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 Bidder 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 Bidder 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 bidder is liable to be banned from doing business with Delhi University.
- 4.10 Intending bidders 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

After, the Technical evaluation of the bids, the University will open the 'Financial Bids', of all the bidders who have qualified in the Technical bid evaluation, at notified time. **The**

lowest financial bid with respect to the items shall only be considered for award.

6. AMOUNT DEPOSIT BY THE VENDOR:

EARNEST MONEY DEPOSIT (EMD) IS NOT REQUIRED TO BE SUBMITTED BY THOSE WHO ARE REGISTERED WITH CENTRAL PURCHASE ORGANIZATION (E.G. DGS&D) OR NATIONAL SMALL INDUSTRIES CORPORATION (NSIC). RELEVANT DOCUMENT WOULD REQUIRE BEING FURNISHED ALONGWITH TECHNICAL BID.

- 6.1 The Earnest Money (EMD) of **Rs. 30,000/-** (Rupees Thirty thousand only) must reach the **Section Officer, General Branch-II, Room No: 209, 2nd Floor, New Administrative Block, University of Delhi, Delhi-110007** on or before the end date and time 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 form of FDR and shall be in favour of "Registrar, University of Delhi", payable at Delhi.
- 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** on or before the end date and time 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 AMOUNT DEPOSIT BY THE BIDDER:

- 10.1 The Performance Guarantee of 10% of the total tendered value will be deposited by the successful bidder within the 10 days after issuance the letter of intent/purchase order. The Performance Guarantee shall be accepted in the following form and shall be in favour of "Registrar, University of Delhi", payable at Delhi with a validity of months as under:-

- 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 successful installation and completion of warranty 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 ground 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 GENERAL TERMS AND CONDITIONS

- 12.1 Tender acceptance letter must be signed by the authorized signatory of the bidder with seal.
- 12.2 Conditional tenders will not be accepted.
- 12.3 Manual bids shall not be accepted.
- 12.4 Bids shall be submitted online only at CPP portal: <https://eprocure.gov.in/eprocure/app>.
- 12.5 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>.
- 12.6 Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 12.7 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.
- 12.8 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.
- 12.9 The bidder should be conversant with the handling of repair and maintenance of all make of Telephone Lines and Telephone Instruments.
- 12.10 If at any stage, the service of the firm is found not satisfactory, the Registrar, University of Delhi reserves the right to terminate the contract alongwith forfeiture of the performance security.

- 12.11 **Acceptance and date of start of the contract:** The successful bidder after receiving the award letter of the contract shall submit his / her acceptance immediately along with the required performance bank guarantee/FDR within 10 days of issue of the award letter failing which EMD shall be forfeited.
- 12.12 **AMOUNT DEPOSIT BY THE VENDOR:** The successful bidder will have to submit a performance security equivalent of 10% of the contract value in the form of performance Bank Guarantee or FDR in favour of the "Registrar, University of Delhi" valid for 60 days beyond the end of CAMC period (i.e. 14 months) along with the acceptance of the CAMC. In case the performance security is not submitted by the successful bidder it will be presumed that the successful bidder is not fulfilling obligation of the contract and in such situation the EMD shall be forfeited and award shall stand cancelled. In case the performance of the successful bidder is found unsatisfactory during the period of contract or if there is any breach of terms and conditions of the contract due to his/ her fault the performance security will be forfeited and the contract for remaining period shall be cancelled. The performance security shall be refunded to the contractor after satisfactory completion of the CAMC period.
- 12.13 The successful bidder shall have to execute a contract with this office on a Non-judicial stamp paper of Rs. 100/- incorporating the terms & conditions in **Annexure-III**. The stamp duty for the said contract will be paid by the contractor.
- 12.14 Tender acceptance letter duly signed by the bidder should be attached with the Technical Bid as per **Annexure-V**.

13. TERMS OF PAYMENT

PAYMENT WILL BE RELEASED THROUGH RTGS ONLY AFTER THE RECEIPT OF THE JOB COMPLETION CERTIFICATE FROM THE USER.

- 13.1 No Advance payment will be made to the contractor. The performance of the contractor will be monitored/assessed by the University of Delhi on quarterly basis. Accordingly, the payment of the total cost of the CAMC will be made quarterly on satisfactory services rendered by the contractor for the said period.
- 13.2 **PENALTY** – The break down maintenance call shall have to be attended within four hours and the Telephone Instrument/Lines will have to be made functional within twenty four hours of the complaint, failing which the firm has to arrange for the alternative arrangement till the instrument/line is repaired. If, the fault is not rectified or alternative arrangement are not made within 24 hours of the complaint, then penalty @ Rs 50/- per faults Telephone Instrument/Line per day will be deducted from the CAMC charges under the contract.
- 13.3 Complaint Register will be kept in Telephone Section of the University for registering the complaint. It will be the responsibility of the Resident Technician to attend the call on day-to-day basis within Four hour and make it usable, in any case not more than 24 hours. **The Contractor shall intimate to the Section Officer (Telephones) the status of complaints pending/rectified on a daily basis. The Contractor shall also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status on a monthly basis.**

14. PERIOD OF AWARD OF CONTRACT

- 14.1 The CAMC shall be awarded initially for a period of ONE year to the qualified lowest bidder. The performance of the contractor will be assessed by the University of Delhi. The contract can be extended for a further period of two years if, the services of the firm are found to be satisfactory and the rates continue to be acceptable.

14.2 **Performance of the Contract:** In case the services of the firm are found not satisfactory at any time during the period of contract, the Registrar, University of Delhi reserves the right to terminate the contract alongwith encashment of the performance of Bank Guarantee.

15. 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.

16. HANDING OVER

16.1 The Contractor shall provide services for minimum 30 working days beyond the date of expiry of the contract on CAMC pro-rata charge basis, so that all the equipment under maintenance contract, are handed over to the next Contractor.

16.2 Any equipment not made available in working condition on the last working day of the contract period shall be rectified/repared by the Contractor within the next 15 working days failing which the equipment shall be got rectified from alternative sources and the cost thereof shall be deducted from the CAMC payment.

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 the trade _____
(b) The number of years of experience in Telephones/lines Maintenance business. _____
(c) Total turnover per year of Telephones/lines Maintenance Business during the last three years
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. | Name | Designation | Qualification | Length of Average Experience |
|---------------|-------------|--------------------|----------------------|-------------------------------------|
| | | | | |
| | | | | |
| | | | | |

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

10. Confirm the Attachment:-

| S. No. | Document | Whether attached (strike out incorrect) | Page No. |
|---------------|---|--|-----------------|
| 1. | Whether the firm is in existence for three years or more in the trade, if yes, necessary supportive document to has been attached? | Yes/ No | |
| 2. | Have you attached the copies of two similar or related CAMC Work Order at least Rs. 4 lakhs (Annually) | Yes/ No | |
| 3. | Have you attached List of reputed Clients/Organization being Central Govt./PSU/Autonomous Bodies or any of its constituent Labs./Instts. with whom bidder has entered into the CAMC contract for such items during last 5 years. | Yes/ No | |
| 4. | Have you attached a detail of workshop and qualified Technician with their names, contact numbers. | Yes/ No | |
| 5. | Have you attached a certificate regarding the cost of Technical Assistants, repair and maintenance charges are included in the financial bid. | Yes/ No | |
| 6. | Have you attached a certificate regarding the Technical Assistant have their own/vendor's 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 an undertaking that your firm have not been blacklisted by any State Government/Central Government/Public Sector Undertaking/University in India in last 3 years. | Yes/ No | |
| 10. | Have you attached a 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 by the University of Delhi and will not have any deal with our in future.

**Authorized Signature
with Seal of Company**

Name:_____

Date:-

Place:-

fnYyh fo'ofoky;

UNIVERSITY OF DELHI

ANNEXURE-II

FINANCIAL BID

| Description | Rate (in Rs.) | VAT/Taxes/Levies | Total Amount (Inclusive of all taxes/Levies etc.) |
|---|---------------|------------------|---|
| Maintenance and repairs of existing 550 Telephone Instrument including 91 plan (1+1) instrument working at different Branches/Offices of the University of Delhi in North Campus. In case of the faulty Telephone Instrument/Plan (including 1+1 plan)/Telephone accessories is/are unrepairable, the firm shall replace the same with same or equivalent brand/make with no additional cost to the University, and Maintenance and Rectification of faults of existing Telephone lines from EPABX to Individual Telephone Instrument including DPs and MDF etc. It will include providing material of same standard/make/brand, Digging, laying, Fixing, Jointing and Termination, if required, as per the prevalent Industry standard material and procedure with no additional cost to the University. | | | |

CONTRACTOR
Signature of Authorized person
With seal of firm
Name:- _____

Date:-
Place:-

fnYyh fo'ofoky;
UNIVERSITY OF DELHI

ANNEXURE-II (A)

**Performa for quoting Prices for Items/work required in addition to the existing
Telephone/Accessories/Lines**

PRICES OF FOLLOWING ITEMS & SERVICES:-

| S. No. | Description | Technical Details like Make/Brand/ Configuration etc. | Rate (in Rs.) | VAT/ Taxes | Total Amount (Inclusive of all taxes) |
|-------------------------|--|---|---------------|------------|---------------------------------------|
| NEW INSTALLATION | | | | | |
| 1. | New Telephone Instruments and its accessories; make (i) Beetel (ii) Panasonic (iii) etc. | | | | |
| 2. | Telephone plan (1+1) and its accessories; make (i) Beetel (ii) Panasonic (iii) etc. | | | | |
| 3. | Providing & Laying of PVC (Singlepair) as per the prevalent Industry standard/ISI material and procedure; make (i) Delton (iii) etc. | | | | |
| 4. | Providing & Laying of PVC (Multipair) as per the prevalent Industry standard/ISI material and procedure; make (i) Delton (iii) etc. | | | | |
| 5. | Providing of U/G, J/F Armored Cable of new installation, | | | | |

| | | | | | |
|----|--|--|--|--|--|
| | strictly according to the wiring plan and as per the prevalent Industry standard/ISI material and procedure. | | | | |
| 6. | DPs and MDF | | | | |
| 7. | | | | | |
| 8. | | | | | |
| 9. | | | | | |

CONTRACTOR
Signature of Authorized person
With seal of firm
Name:-_____

Date:-
Place:-

AGREEMENT

This agreement is made at Delhi this day / month / year between University of Delhi, Delhi hereinafter referred to as Bank (which expression shall include its successors & assigns of the one part & a sole proprietorship/Partnership concern at _____ New Delhi, hereinafter referred to as the Contractor (which expression include its heirs, executors, administrators & assigns of the other part).

Whereas University of Delhi is desirous of carrying out the work of maintenance of Telephones and Telephone Lines working at the departments/faculties/central office/etc. and has caused the specifications etc. describing the work to be done as per terms and conditions schedule of scope of work and whereas the contractor has agreed to execute work described in the said document on payment of Rs. _____ per year.

Whereas the Contractor has deposited Rs. _____ with the University of Delhi as a security money for due performance of the Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. The bidder will submit acceptance immediately alongwith the required performance bank guarantee/FDR within 10 days of issue of the award letter failing which EMD shall be forfeited.
2. The bidder will submit a performance security equivalent of 10% of the contract value in the form of performance Bank Guarantee or FDR in favour of the "Registrar, University of Delhi" valid for 60 days beyond the end of CAMC period (i.e. 14 months). In case the performance security is not submitted it will be presumed that the successful bidder is not fulfilling obligation of the contract and in such situation the EMD shall be forfeited and award shall stand cancelled. In case the performance of the successful bidder is found unsatisfactory during the period of contract or if there is any breach of terms and conditions of the contract due to his/ her fault the performance security will be forfeited and the contract for remaining period shall be cancelled. The performance security shall be refunded to the contractor after satisfactory completion of the CAMC period.
3. If at any stage, the service of the firm is found not satisfactory, the Registrar, University of Delhi reserves the right to terminate the contract alongwith forfeiture of the performance security.
4. In case of any dispute where legal action is compelled to be initiated by any of the party, the dispute shall be settled as per the Arbitration clause in the Notice Inviting Tender.
5. The break down maintenance call shall have to be attended within four hours and the machine will have to be made functional within twenty four hours of the complaint, failing which the firm has to arrange for the alternative systems till the instrument is repaired. If, the fault is not rectified/alternative system is not provide within 24 hours of the complaint, then penalty @ Rs 50/- (Per Extension) per day will be deducted from the CAMC charges under the contract.
6. Complaint Register will be kept in Telephone Exchange of the University for registering the complaint. It will be the responsibility of the Resident Technician to attend the call on day-to-day basis within Four hour and make it usable, in any case not more than 24 hours. **The Contractor shall intimate to the Section Officer (Telephones) the status of complaints pending/rectified on a daily basis. The Contractor shall also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status on a monthly basis.**

7. The contractor hereby agrees to employ in his employment the necessary workforce and supervisory staff required for the purpose of executing the jobs entrusted to him by the laws of the central/state government. The contractor shall meet all the requirement of contract Labour (regulation and abolition) act 1970, statutory labour regulations as applicable time to time.
8. The University of Delhi will not be responsible for any injury sustained by contractors workers during the performance of their duties and also for any damages of compensation due to any dispute between him and his worker. To comply with all liabilities arises out of any provision of Labour acts/enactment hither in force or enacted from time to time during the execution of contract, shall be the responsibility of the contractor. Any expenditure incurred by the University of Delhi to face the situation arising out of his workers will be made good from his bills/security deposit. Furthermore, the contractor shall be responsible for the payment of compensation insurance etc., if any, in respect of his employee.
9. The contractor shall also have the character and antecedents of all persons employed by him verified by the police to the satisfaction of the University of Delhi before employment so that they may get entry permission to the terminal building.
10. This contract or benefits and obligations arising out of this contract shall be strictly personal to the contractor and shall not on any account be assignable or transferable except with the consent in writing of the University of Delhi.
11. In consideration of the payment to be made to the contractor as herein provided he shall upon and subject to the said conditions execute and complete the work shown upon the said conditions & priced schedule of quantities.
12. No Advance payment will be made to the contractor. The performance of the contractor will be monitored/assessed by the University of Delhi on quarterly basis. Accordingly, the payment of the total cost of the CAMC will be made quarterly on satisfactory services rendered by the contractor.
13. The parts of this contract have been read by us and fully understood by us.

In witness whereof the parties have set out their hands on the day, month and year above mentioned.

For
Proprietor/Partner
Contractor

WITNESS

**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)

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. 30,000/-) | | |
| 3 | Annexure – I (Performa for Technical Bid) | | |
| 4 | Annexure – II (Financial Bid) | | |
| 5 | Annexure – V (Tender Acceptance Letter) | | |