

अम्बेडकर विश्वविद्यालय दिल्ली



Ambedkar University Delhi

No. AUD/ Projector AMC/ 2015/

14 October, 2015

**NOTICE INVITING QUOTATION**

To,

-----  
-----**Sub.: Notice Inviting Quotation for Annual Maintenance Contract of Projectors.**

Sealed tenders are invited on behalf of Ambedkar University Delhi (AUD) for the work of Annual Maintenance Contract (AMC) of Projectors from reputed and eligible Contractors.

Tenderer is required to submit the technical and financial bid in **two separate sealed covers** clearly super scribed "**Technical Bid for AMC of Projectors**" and "**Financial Bid for AMC of Projectors**" to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110 006 **before** 3.00 pm on 29-10-2015. The technical bid will be opened at 3.30 pm on the same day. Financial bids of only those vendors will later be opened, whose technical bid qualify on the basis of criteria mentioned in the tender document.

Tenderers should read the tender document carefully as enclosed and comply strictly with the conditions, while sending their bids. Clarifications, if any, may be sought from the AUD Admin Division on Telephone No 23863655. Tender format can be downloaded from our website '[www.aud.ac.in](http://www.aud.ac.in)'.

**Deputy Registrar (Admin)**

Copy forwarded for information to:-

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

# **TENDER DOCUMENT FOR ANNUAL MAINTENANCE CONTRACT OF PROJECTORS AT AMBEDKAR UNIVERSITY DELHI**

## List of Documents:

- |    |                                   |            |
|----|-----------------------------------|------------|
| 1. | List of Projectors for AMC:       | Appendix A |
| 2. | Complaint Report Register Format: | Appendix B |
| 3. | Technical Bid:                    | Appendix C |
| 4. | Financial Bid:                    | Appendix D |
| 5. | Undertaking :                     | Appendix E |
| 6. | Agreement for AMC :               | Appendix F |

**AMBEDKAR UNIVERSITY DELHI  
Lothian Road, Kashmere Gate  
Delhi – 110 006**

## **AMC OF PROJECTORS AT AMBEDKAR UNIVERSITY DELHI**

### **1. Parties:**

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

### **2. Scope of Work**

(a) The general scope of work will include :

- (i) Diagnose the faults and rectify the defects detected in 24 hours time.
- (ii) Repair / replace the faulty parts/ components/ assemblies etc of the equipment.
- (iii) Carry out periodic preventive maintenance (at least once in a month).
- (iv) Upkeep of the system, recording required readings and maintaining log book of the works carried out.
- (v) Supply and fitment of the projector lamp as per the specification, as and when required.

(b) The following shall also form a part of the scope of work:

- (i) Maintenance that includes the replacement of malfunctioning spares/ parts for proper functioning of all systems and sub-systems listed in Appendix A by the Contractor. If any part gives repeated problems, i.e., two repairs in a minimum period of two-month time, then the Contractor must replace it immediately with a new original part.
- (ii) All parts to be replaced by the Contractor must be of the same make. In case it is not possible, the same must be of better or equivalent quality. In the service report, the details regarding the part number and serial number (if any) must be brought out clearly.

### **3. Description of the Work**

The maintenance services will consist of

- (a) Attending to complaints raised by various Schools/ Divisions/ Centers of AUD (details to be provided by AUD IT Services Staff) on daily basis.
- (b) Preventive and corrective maintenance of projectors at AUD, Delhi where the above equipment is installed as indicated from time to time. Records for preventive and corrective maintenance should be provided to the IT Services staff in hard and soft copy.

- (c) The maintenance Contract will include necessary repairs to the installed systems and replacement of defective/ damaged parts, components and other accessories free of cost.
- (d) Supply of lamp of the projector will not be a part of the AMC.
- (e) Rates of the lamp of the projector will be submitted by the tenderer separately as part of the financial bid. On the basis of these rates, AUD will enter into a rate Contract with the Contractor for the entire duration of the Contract.
- (f) The parts/ components/ sub-assemblies used for repair/ replacement by the Contractor will be of the same/ equivalent OEM or higher make and functional capability as originally available in the systems, under written intimation to the IT Services Division of AUD.
- (g) The Contractor will arrange all the parts/ components/ sub-assemblies (Except the ones mentioned at sub para d above) free of cost as part of the AMC.
- (h) The Contractor is required to set the defective/ damaged/ non functional projectors in order within 24 Hours from the time the complaint login. The complaint will be communicated by AUD either through phone or mail on the telephone number/ mail address given by the Contractor.
- (i) The Contractor is also obliged for the provision of stand by projectors to the users, if repair & maintenance extends beyond 24 hours.
- (j) The Contractor has to carry out monthly servicing of the equipment by trained personnel including the following:-
- (i) Rectification of defects observed during inspection.
  - (ii) Preventive maintenance of each projector.
  - (iii) Cleaning of projector.
- (k) AUD reserves the right to increase or decrease quantities any time. Accordingly, the charges will be increased/ decreased on pro-rata basis.
- (l) The maintenance services will be provided on all working days from 0900 hours to 1730 hours (Monday to Saturday). Provision of availability of service engineer on Sundays or other public holidays must be made in case of exigency.
- (m) In exceptional circumstances, where the equipment/ component is to be taken to Contractor's premises/ service centre for repairs, standby arrangement will be made by the

Contractor. The equipment being taken to the workshop for repair would be at Contractor's own risk and expenses.

(n) The Contractor is required to hand over all defective/ damaged components to the IT Services staff after the replacement.

(o) A register shall be maintained showing the cleaning & preventive maintenance of each projector and shall be produced to the Director (IT Services) for verification, after the job.

(p) The Contractor will maintain log book of equipment under maintenance Contract with detailed specifications. Details of all minor/ major, routine/ preventive repair/ maintenance job undertaken shall be entered into the log book.

(q) Complaint / Feedback / Performance report: The Contractor will maintain all records of the complaints in a register. The format of the register is enclosed as Appendix B.

(r) In the case of loss of any part in the product on account of negligence attributable to the Contractor, he/she at his own discretion will reinstate or replace the malfunctioning / non-functioning part or whole of the product with a working part or whole of the product of a matching or higher configuration. Nothing extra will be paid for such work.

(s) The Contractor shall provide maintenance services through qualified, experienced and competent engineers, **who must be made available within 2 hours of lodging a complaint through phone/ E-mail** during working hours on all the working days **(Monday to Saturday)**.

(t) The systems that are not serviceable by the Contractor due to obsolescence of technology or non-availability of parts/ components/ assemblies will be withdrawn from the maintenance Contract. The decision of AUD regarding non-availability and obsolescence of technology will be final. Withdrawal of such systems shall be communicated to the Contractor and proportionate maintenance charges shall be deducted from the amount due to the Contractor.

(u) The Contractor is obliged to ensure the availability of mobile phones with its engineers and duly communicate contact Nos to the IT Division of AUD. In case AUD observes that any particular service engineer doesn't possess the requisite expertise, the Contractor is bound to replace him/ her immediately.

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

(w) The Contractor shall arrange to render efficient service as outlined in this specification. However, in case the Contractor fails to maintain the service to the satisfaction of the University and any expenditure incurred therein for alternative arrangements by the University shall be recovered from the Contractor.

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

#### **4. Preparation and Submission of Tender:**

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

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

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

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

(e) The tender will be submitted **before 3:00 PM on 29-10-2015**. The Technical bid (Part-I) will be opened at 3:30 PM on 29-10-2015 in the presence of intending tenderers, if any. The Financial bid (Part-II) of the tender will be opened after evaluation of the technical bids and only such bidders, whose bids are qualified in technical evaluation, shall be called for opening of their commercial bids.

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

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

#### **5. Site Inspection:**

The tenderer can inspect the site and equipment after taking prior approval between 10 am to 5 pm on all working days. System Administrator (IT) AUD can be contacted on 23865083 for this purpose. AUD will not be responsible for unawareness of facts.

**6. Technical Bid :**

- (a) The Technical bid, having details of the firm along with the EMD, should be submitted in the form given at Appendix-C.
- (b) Copies of necessary certificates will be enclosed with the technical bid.
- (c) The vendor should also submit an undertaking as given at Appendix E with the technical bid.

**7. Financial Bid:**

- (a) The Financial Bid should be submitted in the form given at Appendix-D.
- (b) The rates shall include cost of labour, material, spare parts etc for the works complete in all respects for Bill of Quantities (BOQ).
- (c) The quoted rates shall include all taxes, duties, VAT etc. as applicable and no extra shall be payable on this account.
- (d) TDS as per rule shall be deducted. The tenderer must enclose copy of PAN No supported by copy of PAN Card of the company.
- (e) Rates shall be valid for the entire duration of the Contract.
- (f) Rates and amount should be written in figure and words cleanly of each item.

**8. Validity:**

The bids shall be valid for a period of 3 (three) months from the date of opening of the tender.

**9. Criterion for Evaluation of Tenders:**

- (a) The evaluation of the tenders will be made first on the basis of technical information furnished in form given at Appendix-C and then on the basis of commercial information furnished in form given at Appendix-D. Any inferences drawn by the tenderers or their

representatives during the opening of the technical bid will be their own view and AUD will not be responsible / required to abide by the same.

(b) The schedule of requirement is as per Appendix A. While evaluating the financial bid, the AMC of projectors will be given 40% weightage and rate Contract of projector lamp will be given 60% weightage.

(c) The total amount quoted for AMC of projectors will thus be multiplied by a factor of 0.4 and the total amount quoted for rate Contract of projector lamp be multiplied by 0.6. The value thus arrived at, will be used for deciding the L1 bidder.

(d) If the vendor doesn't bid for the same make/ brand of the lamp as mentioned in the rate Contract of the lamp, having the same specifications, his tender will be rejected.

#### **10. Right of Acceptance and Other Provisions:**

(a) AUD reserves the right to reject/ cancel any or all the tenders at any time, including of those bidders who fail to comply with the instructions without assigning any reason whatsoever, and does not bind itself to accept the lowest or any specific tender. The decision of AUD in this regard shall be final and binding.

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

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

(d) AUD reserves the right to relax/ amend/ withdraw any of the terms and conditions as contained in the tender documents without assigning any reason, thereof.

(e) The successful bidder will have to sign an agreement with the AUD, format of which is given at Appendix F.

#### **11. Time Schedule for Completing of work:**

The work must be completed within 24 (twenty four) hours from the time of receipt of the complaint through mail/ phone.

#### **12. Delay in the Vendor's Performance:**

(a) Subject to the provisions of the tender, any unexcused delay by the vendor in maintaining its Contractual obligations towards repair and maintenance of the projectors and performance of services shall render the vendor liable to any or all of the following sanctions:



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

### **13. Penalty:**

(a) The Contractor will make stand-by arrangements in case the equipment is to be taken to workshop for repairs or it is not made serviceable within 24 hours. If an alternate projector is not provided, a penalty of Rs 200/- (Rupees two hundred only) per day will be charged. The amount of penalty will be either recovered from the Bank Guarantee/ Security of the annual maintenance period or from the AMC charges/ bills.

(b) The penalty amount per complaint will be as follows :

- (i) Beyond 24 hours, a sum of Rs 200/- (Rupees two hundred only) per day, if the projector is not made serviceable without providing an alternative.
- (ii) If a component either supplied by OEM or above such specification is not used as the maintenance spare, the cost of the equipment will be paid by the vendor if the equipment becomes unserviceable.
- (iii) In case of any delay beyond 10 days in rectifying any fault, AUD will be free to get the Projector repaired from a competent Contractor and the entire cost including transportation will be borne by the Contractor.

(c) In the event of work being wholly rejected, AUD may at its discretion may either:

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

or

- (ii) Arrange to get the additional work done elsewhere and by any other person or from any other source than the Contractor, in which case the amount of extra cost, if any, shall be recovered from the Contractor in the manner provided in sub-clause(b) of this clause.

### **14. Statutory Obligations:**

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

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

**15. Breach of Terms and Conditions:**

AUD may terminate the Contract without any notice in case the Contractor commits a breach of any of the terms of the Contract/ carries out poor quality of maintenance. AUD's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.

**16. Subletting of Work:**

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

**17. Right to Call upon Information Regarding Status of work:**

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

**18. Terms of Payment:**

(a) All payments shall be made after satisfactory repair, installation and maintenance of the said items.

(b) Payment shall be made quarterly through NEFT transfer only and TDS as applicable will be deducted.

**19. Eligibility conditions:**

(a) Firms who have an annual turnover of more than Rs. 5,00,000 (Rupees five lakh only) during each of last three financial years (2012-13, 2013-14 and 2014-15) shall only be eligible;

(b) The tenderer should have successfully executed at least three AMC Contracts of projectors of similar nature in the Central/ State Government Departments/ PSUs/ or reputed educational institutions in the last three years. Copies of these work orders should be attached with the technical bid.

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

**21. Earnest Money Deposit (EMD):**

(a) The Technical Bid must be accompanied by Earnest Money Deposit of Rs 10,000/- submitted in the form of Demand Draft/ Banker's Cheque drawn on any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi.

(b) The EMD of other bidders will be returned after placing of the order to the successful vendor.

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

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

**22. Performance Security:**

The Contractor selected would be required to furnish a Performance Security equal to 5% of the cost of the AMC and the rate Contract in the form of Demand Draft/ FDR/ Bank Guarantee from any Scheduled Bank in favour of "Registrar, Ambedkar University Delhi" payable at Delhi. In case the Performance Security is submitted in the form of Bank Guarantee, the same should be valid for a period of 2 (two) months beyond the date of expiry of the Contract. AUD reserves the right to ask for performance guarantee extension if Contractual obligations are not fulfilled.

**23. Rights of the Purchaser:**

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

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

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

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

**24. Force Majeure:**

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

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

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

**25. Arbitration:**

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

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

(c) The venue of arbitration shall be Delhi, India.

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

**LIST OF PROJECTORS FOR AMC**

<b>S.No.</b>	<b>Nomenclature/ Details</b>	<b>Model No.</b>	<b>Quantity</b>	<b>Purchase Date</b>
1.	Sanyo (4000 Lumens)	PLCXU105	01	29/07/2009
2.	Sanyo (2500 Lumens)	PLCXW-57	04	29/07/2009
3.	Sharp (2500 Lumens)	XR50S	07	02/08/2010
4.	Optoma (3500 Lumens)	EX615	08	10/08/2010 (1 No.) 06/06/2011 (4 Nos.) 28/07/2011 (3 Nos.)
5.	Globus (3500 Lumens)	ULTRA-X35U	17	05/10/2012
6.	Globus (4000 Lumens)	ULTRA-X40U	02	22/09/2014
7.	NEC (4000 Lumens)	P401WG	02	22/09/2014
8.	LG (200 Lumens)	HS201G	09	28/03/2011 (1 No.) 08/07/2011 (8 Nos.)
<b>TOTAL</b>			<b>50</b>	

Appendix-B

COMPLAINT REPORT REGISTER FORMAT

Complaint Report Register								
S. No	Call Login Date/Time	Reported by / User Name	Problem Encountered	Call Attended by	Problem Diagnosed	Call Cleared Date/ Time	Users Remarks/ Signature	Penalty Imposed

Appendix-C

## Technical Bid

The technical bid shall contain the following information in a sealed cover superscribed “**Technical Bid for AMC of Projectors**”. It shall consist of the following documents/ information:

1. Name & Postal address of Contractor:

Telephones Nos.:

E-mail:

Fax Nos.

Mobile Nos:

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

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

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

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

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

(a) FY 2012-13	-
(b) FY 2013-14	-
(c) FY 2014-15	-

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

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

(a) Client 1	-
(b) Client 2	-

(c) Client 3 -

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

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

11. Details of at least 3 qualified service engineers with contact numbers with details of qualification and having more than 3 years of experience in the relevant field:

- (a) 1
- (b) 2
- (c) 3

12. Details of clients with name, complete address and contact person with telephone number where the Contractor is currently maintaining AMC Contracts of Projectors in Delhi.

- (a) Client 1 -
- (b) Client 2 -
- (c) Client 3 -

13. EMD (Rs 10000) Draft/ Pay order No.:

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

Signature of the Proprietor/ Authorized Signatory

Rubber Seal indicating complete address

Place :

Date :



## Financial Bid

The financial/ price bid should contain the quotation for maintenance charges per item in terms of yearly basis only, as listed below. For rate Contract of the projector lamp, the price of one lamp of the same brand/ make and specifications only shall be quoted.

Price quoted by the tenderer shall be inclusive of all taxes and levies applicable. No escalation of prices during the Contract period would be permitted on any ground. The financial bid should be enclosed in a separate sealed cover super scribed “**Financial Bid for AMC of Projectors**”.

(a) AMC of Projector

S.No.	Nomenclature	Model No.	Quantity	Year of Purchase	Rate	Amount
1.	Sanyo (4000 Lumens)	PLCXU105	01	2009		
2.	Sanyo (2500 Lumens)	PLCXW-57	04	2009		
3.	Sharp (2500 Lumens)	XR50S	07	2010		
4.	Optoma (3500 Lumens)	EX615	01	2010		
5.	Optoma (3500 Lumens)	EX615	07	2011		
6.	Globus(3500 Lumens)	ULTRA-X35U	17	2012		
7.	Globus (4000 Lumens)	ULTRA-X40U	02	2014		
8.	NEC (4000 Lumens)	P401WG	02	2014		
9.	LG (200 Lumens)	HS201G	09	2011		
			50		<b>TOTAL</b>	

**Total Amount :**

\_\_\_\_\_

**Taxes (if any) :**

\_\_\_\_\_

**Grand Total :**

\_\_\_\_\_

**In words : Rupees \_\_\_\_\_ only**

## (b) Rate Contract for Lamp of Projector

S.No.	Nomenclature	Model No.	Quantity	Brand/ Make of lamp	Rate (without tax)	Amount
1.	Sanyo (4000 Lumens)	PLCXU105	01	Sanyo		
2.	Sanyo (2500 Lumens)	PLCXW-57	01	Sanyo		
3.	Sharp (2500 Lumens)	XR50S	01	Sharp		
4.	Optoma (3500 Lumens)	EX615	01	Optoma		
5.	Globus(3500 Lumens)	ULTRA-X35U	01	Globus		
6.	Globus (4000 Lumens)	ULTRA-X40U	01	Globus		
7.	NEC (4000 Lumens)	P401WG	01	NEC		
8.	LG (200 Lumens)	HS201G	01	LG		
					<b>TOTAL</b>	

**Total Amount :**

\_\_\_\_\_

**Taxes (if any) :**

\_\_\_\_\_

**Grand Total :**

\_\_\_\_\_

**Signature with stamp** \_\_\_\_\_

## UNDERTAKING

It is certified that:

- (i) I/ my firm/ agency/ company has not been **black listed** by any of the Departments/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or reputed private institutions in the preceding three financial years and no criminal case is pending against the said firm/ agency as on \_\_\_\_\_.
  
- (ii) AMC Contract of my/ our Firm have never been prematurely terminated due to unsatisfactory performance/ non performance by any Government/ PSU organization in the preceding three financial years.

Signature of the Tenderer  
Name of the Signatory  
Name of the Firm/agency  
Seal of the Firm/Agency

Place:

Date: \_\_\_\_\_

**Agreement to be signed for Annual Maintenance Contract of Projectors at  
Ambedkar University Delhi**

<Stamp paper of requisite amount>

**Service Agreement for Annual Maintenance Contract of Projectors**

This agreement is made on \_\_\_\_\_ 2015 between the Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 hereinafter referred to as "AUD",

and

M/s \_\_\_\_\_, a Company/ Firm with office at

\_\_\_\_\_ hereinafter referred to as "Contractor",

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

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

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

1. The Contractor has accepted the Contract on the terms and conditions set out in the tender notice no. \_\_\_\_\_ dated \_\_\_\_\_, which shall hold good during period of this agreement.
2. Upon breach by the Contractor of any of the conditions of the agreement, the Tendering Authority may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the AUD to claim damages for antecedent breaches thereof on the part of the Contractor and also to reasonable compensation for the loss occasioned by the failure of the Contractor to fulfill the agreement as certified in writing by the Tendering Authority which certificate shall be conclusive evidence of the amount of such compensation payable by the Contractor to the AUD.
3. Upon the determination of this agreement whether by effluxion of time or otherwise, the said deposit shall after the expiration of two months from the date of such determination be returned to the Contractor but without interest and after deducting there from any sum due by the Contractor to the Government under the terms and conditions of this agreement.
4. This agreement shall remain in force until the expiry of 12 months from the date of entering into the Contract but the Tendering Authority may cancel the Contract at any time upon giving one month's notice in writing without compensating the Contractor.

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

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

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

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

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

WITNESSES

Signed:

For and on behalf of

Ambedkar University Delhi

\_\_\_\_\_  
Authorised Signatory

For and on behalf of

M/s \_\_\_\_\_

Authorised Signatory