



No. AUD/17-31/2015-16/SD-MACCOMP

21 May 2015

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**Sub.: "Tender/ Quotation for Extension of Warranty Period of Apple iMAC Machines through Apple Care Pack (ACP) for Two Years"**

Ambedkar University Delhi (AUD) intends to extend the warranty period of 23 Nos of iMAC machine installed in the School of Design for a further period of two years from end of existing warranty period through **Apple Care Pack**. Only OEM Authorized bidders are requested to submit their bids in a sealed envelope as per the format attached at Annexure-1 & 2.

The quotation is required to be submitted in a sealed cover to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi- 110 006 on or before 08-06-2015 duly superscribing the work i.e. **"Tender/ Quotation for Extension of Warranty period of apple iMAC machine through Apple Care Pack (ACP) for two years"** on top of the cover.

Last Date of submission of tender / quotation: - 11-06-2015 at 04.00 PM

Date of Opening of tender / quotation: - 11-06-2015 at 04.30 PM

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

**Assistant Registrar (Admin)**

**Copy to:-**

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

## Terms & Conditions

1. A letter certifying the firm to be an **authorized service provider from the OEM** specific to the tender should be enclosed.
2. **Scope of Work:** to extend the warranty period of 23 nos. of iMAC machine installed at School of Design Lab for **two years** through Apple Care Pack
3. The successful bidder shall be responsible for full execution of the contract and shall not in any case assign or sublet ordered items or part thereof to any other party. Failure to do so will attract penalty as well as cancellation of the order.
4. The vendor/supplier should be a registered firm with Trade & Taxes / Sales Tax /Service Tax Department etc. should possess PAN, TIN (VAT)/Sales tax and service tax No. as applicable. TIN /CST/VAT Number must be clearly mentioned in the quotation and bill also.
5. The bidder should have a Support Centre operating in or around Delhi and the complete details including telephone number for the same must be provided.
6. The bidder should have been **iMAC (ACP)** supplier/ Warranty Service Provider for past three years. **It should provide details of "Warranty provided to Apple iMAC machines through Apple Care Pack (ACP)" in the last two years**, with details of the Organization, Concerned Person and Contact Number. The organization should be a Government/ PSU/ Educational institution of repute.
7. All works related to this tender should be completed to entire satisfaction of the AUD, failing which the AUD will have right to cancel the work order and no payment will be made in that case.
8. AUD reserves the right to place the orders on the successful bidder for any additional machines at the same rates quoted by the bidder. At the option of the AUD, the quantity can also be reduced when felt necessary.
9. The bid would be valid for 90 days from the date of opening of the tender. In the case of successful bidder, rates quoted shall be valid till the supplies are completed unless there is downward revision, in such case the benefit shall be suo moto transferred to this University.
10. **Special discount/rebate admissible to Educational Institution/University may be specifically indicated in the quotation.**
11. **Earnest Money Deposit (EMD)** of **Rs. 5,000/-** (Rupees five thousand only) in the form of crossed demand draft/pay order drawn in favour of Registrar, Ambedkar University, Delhi shall be enclosed with the technical bid of the tender document. The EMD of unsuccessful bidder will be returned after completion of the tender process on request. Technical bid received without EMD shall summarily be rejected.
12. **Performance Security Deposit:** The successful bidder shall be required to deposit a sum equivalent to 10% (Ten per cent) of the total cost of the work order before commencement of supply in the form of Bank Guarantee/demand draft drawn in favour of Registrar, Ambedkar University, Delhi payable at New Delhi. No interest shall accrue on this amount. The validity of the Performance Security Deposit shall continue for a period of three months after termination of the contract.

13. The successful bidder will have to sign a contract agreement with the Ambedkar University Delhi as per the format given at Annexure 3.
14. The warranty will be extended within one week from the date of award of work. AUD reserves right to cancel the order in the case of delay in extension of warranty.
15. The installation period shall commence from the date of satisfactory renewal/ installation of the above at the project site of Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi- 110 006.
16. The representatives of the firm should be available on telephone and also on mobile to enable this university to call them in emergency situation. Therefore, telephone as well as mobile number(s) will also be given to the Admin Division of the AUD.
17. Penalty shall be levied in case the complaints, if any, are not rectified within a week of reporting.
18. Each page of the offer is to be **signed and stamped** by the bidders and prices should be indicated in figures and words in Indian currency.
19. AUD will not be responsible for late receipt of any quotation (i.e. after due date) and the same will not be entertained. The vendors or their representatives may participate in the tender opening committee meeting, in case they wish to do so.
20. Rate must be quoted in Indian Rupees only net in figures & words inclusive of taxes, levies, cartage handling, uploading etc. However, break up of taxes must be indicated separately.
21. 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. The decision of AUD in this regard shall be final. No enquiries in this regard shall be entertained.
22. AUD reserves the right of accepting the tender in whole lot or distinct part of it or the supply can be distributed between more than one bidders.
23. AUD reserves the right to cancel the tender process without assigning any reason whatsoever, at any stage.
24. AUD reserves the right to terminate the contract at any time, in whole or in part, by thirty (30) day written notice to Contractor.
25. **Penalties:** In the event of the supplier failing, declining, neglecting or delaying the extension of warranty within the stipulated period or in the event of any damage occurring or being caused by supplier, AUD shall without prejudice to any other party remedy available to it under the law for the time being in force in the Delhi state:
  - a. Terminate the supply order at the risk and cost of the bidder whose quotation has been accepted and
  - b. Recover the amount of loss caused by the damage, failure or default (including the consequential damage) and

c. Impose a penalty up to 10% of the total value of the order and confiscate earnest money.

26. **Force Majeure:** If either party is affected by force majeure, it shall forthwith notify the other party of the nature and extent thereof. Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason by any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any reason of Force Majeure, of which it has notified the other party; and the time for performance of the obligations shall be extended accordingly.

27. **Arbitration:**

(a) In case of any dispute relating to meaning, scope, manufacturing, operation or effect of this contract or the validity or the breach thereof, AUD and the vendor/ contractor shall make every effort to resolve it amicably by direct discussion/negotiation.

(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.

**Quotation for Extension of Warranty period of Apple iMAC Machines through Apple Care Pack (ACP) for two years**

1. Name & Postal address of Agency:

Telephones Nos.:

E-mail:

Fax Nos.

Mobile Nos:

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

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

4. If Registered, Regn No with validity of registration with appropriate authority:

5. Sales/ Service Tax Regn No. (Attach copy):

6. PAN No. (Attach copy):

7. TIN/ VAT No. (Attach copy):

8. Details of 02 supply /installations that have been carried out to the last two year (Attach copies).

9. Has your organization been placed in defaulter category by any Govt. Department/ PSU? If not, please submit a self attested certificate (Annexure 2) to this effect.

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

11. EMD of **Rs. 5,000/- in favour of Registrar, Ambedkar University Delhi**.

No escalation of prices would be permitted on any ground. The price may be quoted with analysis. Firms must clearly indicate in their offers the different taxes and duties which they propose to charge extra mentioning clearly the present rate(s) thereof. Vague offers like "**duties as applicable**" shall not be considered.

<b>Model Name</b>	<b>Product Code</b>	<b>Qty</b>	<b>Unit Price (In Rs.)</b>	<b>Sub Total (In Rs.)</b>	<b>Taxes (In Rs.)</b>	<b>Total Price(Inclusive of all taxes)</b>	<b>Grand Total</b>
<b><u>Apple Care Pack for Apple iMAC Desktops for additional 02 years</u></b>	MD007 FE/A	23					

- \* Academic/Educational version/price should be quoted.
- \*\* Bids shall be compared on the composite price indicated.

(Authorized Signature)

Name of the Authorized person: \_\_\_\_\_

Name of the Company: \_\_\_\_\_

Address of the company: \_\_\_\_\_

Contact No. : \_\_\_\_\_

Email Id: \_\_\_\_\_

Seal of the company:

**UNDERTAKING**

It is certified that my firm/agency/company has **never 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 and no criminal case is pending against the said firm/ agency as on \_\_\_\_\_.

(Authorized Signature)

Name of the Authorized person: \_\_\_\_\_

Name of the Company: \_\_\_\_\_

Address of the company: \_\_\_\_\_

Contact No. : \_\_\_\_\_

Email Id: \_\_\_\_\_

Seal of the company:

Place:

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

**Agreement to be signed for Extension of Warranty**

<Stamp paper of requisite amount>

**Maintenance Agreement for Extension of Warranty Period of Apple iMAC Machines through Apple Care Pack (ACP) for Two Years**

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 registered company with registered \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_, hereinafter referred to as "Contractor",

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

WHEREAS the contractor has tendered for providing total solution for Comprehensive Extension of Warranty period of Apple iMAC Machines through Apple Care Pack (ACP) 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 24 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 contract fails to deliver the services in accordance with the conditions mentioned in the tender, the Tendering Authority shall be entitled to render services from else other organization after giving due notice to the Contractor on the amount and at the risk of the Contractor without canceling the contract in respect of the consignment not yet due for delivery, or to cancel the contract.

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

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

WITNESSES

Signed:

For and on behalf of  
Ambedkar University Delhi

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Authorised Signatory

For and on behalf of

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

Authorised Signatory

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