

कॉलेज ऑफ वोकेशनल स्टडीज
(दिल्ली विश्वविद्यालय)

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संदर्भ संख्या

Ref. No. CVS /2019 / 1085

दिनांक

Dated

29.08.2019

E-TENDER

FOR

Annual Maintenance Contract (AMC) of Projectors and related Accessories at College of Vocational Studies.

DATE & TIME OF ISSUE OF TENDER DOCUMENT (downloaded from website)	29.08.2019 from 6.00 p.m.
LAST DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT	19.09.2019 up to 11.00 a.m.
DATE & TIME FOR OPENING OF TENDER DOCUMENT -- (TECHNICAL/FINANCIAL BID)	30.09.2019 at 11.00 a.m.

- The e-tender Form can be filled up from the e-procurement portal.

The tender shall be accepted under two Bid System. The interested Service Providers are advised to submit Technical & Financial bids through e-portal of e-procurement website (<https://www.eprocure.gov.in>).

Principal

Vikay 20/08/19

AMC OF PROJECTORS AT College of Vocational Studies

1. Parties:

The parties to the Contract are the Tendering Firm and College of Vocational Studies.

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 departments of CVS (details to be provided by CVS IT Services Staff) on daily basis.

(b) Preventive and corrective maintenance of projectors at CVS ,New 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, CVS 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 CVS.
- (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 CVS 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) CVS 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 09:00 hours to 17:30 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 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 CVS 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 CVS. In case CVS observes that any particular service engineer doesn't possess the requisite expertise, the Contractor is bound to replace him/ her immediately.

(v) CVS 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 CVS and any expenditure incurred therein for alternative arrangements by the CVS 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 Online Mode only. If submitted in any other form, the same shall be summarily rejected.

(b) The tender should be submitted through eprocure.gov.in.

(c) 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 eligible for opening of their commercial bids.

(d) 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) CVS can be contacted on 23865083 for this purpose. CVS will not be responsible for unawareness of facts.

6. Technical Bid :

- (a) Copies of necessary certificates will be uploaded with the technical bid.
- (b) The vendor should also upload an undertaking as given at Appendix E with the technical bid.

7. Financial Bid:

- (a) The Financial Bid should be uploaded 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, GST 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 60 days 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.

(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) CVS 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 CVS 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) CVS 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 CVS, 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, CVS 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, CVS 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.

15. Breach of Terms and Conditions:

CVS 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. CVS'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:

CVS 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 (2016-17, 2017-18 and 2018-19) 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 GST No. and should upload 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 "Principal, College of Vocational Studies" payable at New 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 "Principal, College of Vocational Studies" payable at New 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. CVS 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 CVS. The College 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. CVS also reserves the right to modify and/ or relax, any terms & conditions of this tender document to safeguard its interest.

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

(c) CVS 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 CVS 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 Principal, CVS at New Delhi.

(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

S. No.	Nomenclature/ Details	Model No.	Quantity
1.	Sony VPL –SW630 Ultra Short Projector	Sony VPL – SW630 Ultra Short Projector	24 Nos.
2.	HITACHI CP-X4014WN	CP-X4014WN	23 Nos.
TOTAL			47 Nos.

Technical Bid

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)/ GST No. :

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 2016•17 •
- (b) FY 2017•18 •
- (c) FY 2018•19 •

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 upload a self attested certificate to this effect.

10. Are you related in any way with any staff member of the CVS : 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.	Model No.	Quantity	Rate	Amount
1.	HITACHI CP- X4014WN	23 Nos.		
2	Sony VPL – SW630 Ultra Short Projector	24 Nos.		
			TOTAL	

Total Amount :

Taxes (if any) :

Grand Total :

In words : Rupees _____ only

Appendix•E

UNDERTAKING

It is certified that:

- (i) If 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 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: _____