



# CENTRAL UNIVERSITY OF SOUTH BIHAR

SH-7, Gaya Panchanpur Road, Village – Karhara, Post. Office – Fatehpur, Gaya – 824236, (Bihar)

Central University of South Bihar Gaya invites Tender for “**AMC Services (Comprehensive/Non-Comprehensive) for various IT items (Desktop Computer, Workstation & Server)**” as per “**Annexure -A**”.

The last date for submission of tender documents is **25/03/2019 till 4:00 PM** on the below mentioned address **by registered post / speed post /in drop box (Tender Box).**

To,  
The Registrar  
Central University of South Bihar  
SH-7, Gaya- Panchanpur Road,  
Village- Karhara, Post- Fatehpur  
P.S- Tekari, District- Gaya (Bihar) , PIN- 824 236  
Email- [registrar@cub.ac.in](mailto:registrar@cub.ac.in)  
Website – [www.cusb.ac.in](http://www.cusb.ac.in) /  
CPP Portal web site: [www.eprocure.gov.in/epublish/app](http://www.eprocure.gov.in/epublish/app)  
Contact-0631-2229519

## Index for Tender Form

Sr. No.	Items	Details
1	Tender Notice No.	CUSB/PSD/IT/AMC/25/2018-19
2	Tender Date	26/02/2019
3	Name of work	Tender Document for <b>AMC Services (Comprehensive/Non-Comprehensive) of various IT items (Desktop Computer, Workstation &amp; Server) as per “Annexure -A”</b> for CUSB.
4	Estimated Cost	₹ 16,00,000/-
5	Tender Fee	₹ 500/- non refundable
6	Earnest Money Deposit	₹ 40,000/- refundable
7	Start of submission of Bids	26/02/2019
8	Last date and time for Receipt of Bids	25/03/2019
9	Date and Time of opening of Bid	Shall be published on University website ( <a href="http://www.cusb.ac.in">www.cusb.ac.in</a> )
10	Place of opening of Bids	CUSB Permanent Campus Gaya

Bidders are requested to read the complete tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to tender may be send by the intended bidder at [registrar@cub.ac.in](mailto:registrar@cub.ac.in), [so1@cub.ac.in](mailto:so1@cub.ac.in). For further information, visit University Website – ([www.cusb.ac.in](http://www.cusb.ac.in)).



## Eligibility Criteria

1. Please mention following details super scribed on the envelop.
  - a) Last date and time of submission of the Tender: 25/03/2019, till 04:00 PM
  - b) Tender Reference No. CUSB/PSD/IT/AMC/25/2018-19, Date:26/02/2019.
2. Tender documents will be on **Two bid system** to examine the technical feasibility, financial credentials etc. and must be accompanied by the Tender Fee/ Bid Security Form/Earnest Money Deposit
3. The tender must be submitted in three separately sealed envelopes marked as “A”, “B”, & “C”. The language used shall be English. In case any information is given in foreign language, then translated (in English) copies of those pages must be enclosed, failing which the tender will be summarily rejected.
4. **ENVELOPE ‘A’ (Tender Fee & Earnest Money)**

The tender shall be accompanied with tender fee of ₹ 500/- (**₹ Five Hundred only**) in the form of Demand Draft in **favour of Central University of South Bihar, Payable at Gaya**, failing which the tender will not be accepted. Tender must also be accompanied with earnest money of ₹ 40,000/- as mentioned, in the form of Demand Draft/Fixed Deposit/Bank Guarantee in **favour of Central University of South Bihar, payable at Gaya** issued by any Scheduled Bank
5. The tender fee and EMD are not required to be submitted by bidders who are exempted in terms of MSME, Govt. of India guidelines. However, they are required to furnish requisite valid certificate in this regard issued by the Competent Authority.
6. **ENVELOPE ‘B’ (Technical Bid Document)**

Tenderers should establish their credentials by giving valid documentary evidences of similar services as defined in this document to have been executed in India.
7. **Envelope ‘C’ (Financial Bid Document)**

The Envelope ‘C’ shall contain the tender documents and information related to the schedule of services quoting the rates etc. of the item pertaining to the Financial Bid on the Financial Bid document, issued by CUSB, along with the tender document.

Price Bid: The AMC rate quoted should be inclusive of all taxes.
8. All the three envelopes shall be submitted together in another big envelope sealed and super-scribing thereon Tender for Providing the **“AMC Services (Comprehensive/Non-Comprehensive) for various IT items (Computer Desktop, Workstation & Server)”**.

Envelope ‘A’ (Tender Fee & Earnest Money),  
Envelope ‘B’ (Technical Bid Document), and  
Envelope ‘C’ (Financial Bid Document), shall be in separate sealed envelopes, each marked as “Envelope ‘A’, Envelope ‘B’ and ‘Envelope ‘C’, respectively.

The envelope marked ‘Envelope ‘B’ of only those Tenderers shall be opened, whose earnest money & tender cost are placed in the ‘Envelope ‘A’ and found to be in order.

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9. Sealed proposal should reach the office of the undersigned by Registered Post / Speed Post or by Hand (to be deposited in Tender Box). Any proposal received after the last date and time shall not be entertained.
10. Attested photocopies of the following documents :
  - a) Copy of Income Tax return for the last 3 year.
  - b) Copy of GST/Sales Tax / VAT Assessment for the last 3 year.
  - c) Documentary evidence for the turnover average ₹ 3,00,000/- (₹ Three Lakh Only) of last three consecutive years .
11. List of clients where the firm is on Annual Maintenance Contracts of Computer or similar jobs with their performance certificate and attested photocopies of AMC.
12. **Satisfactory work completion certificate of at least two client (Govt. Dept. / Central Universities / IIT / NIIT or similar) must be submitted** of Computer or similar jobs.
13. Financial Bid shall only be opened for technically qualified bidders and L-1 bidder shall be decided on the basis of lowest rate.
14. The rate offered should be quoted **F.O.R CUSB Gaya Campus**.
15. Quotation should have validity of at least 90 days from the date of opening.
16. **Scope of Services (Comprehensive /Non-Comprehensive)**
  - (a) **Comprehensive Annual Maintenance** - Comprehensive service contract includes spare parts, labour, services, transportation and any job work to be done. It includes responsibility for up keeping the system in good and working conditions in all irrespective.  
Contract services shall include providing routine maintenance services, maintenance services pertaining to complaints as and it must be resolve within 24-48 hrs of complaint even by email. Contract services shall include providing **one resident (on site) technician, tools, transportation and replacement of all faulty parts, re-installation of software (System Software, Application Software, Antivirus etc.)**.  
Maintenance of the system includes supply and replacement of parts free of cost. The system parts replaced must be new and equivalent or higher in performance to the existing part. In event of obsolete and beyond repairable conditioning, items will be replaced by equivalent capacity at no extra cost.  
The AMC provider shall maintain a pool of various hardware spares / components as reserves to ensure issues to be resolved within time limit.
  - (b) **Non-Comprehensive Annual Maintenance** - Non Comprehensive service contract includes services and labour, expense of spare parts, if occurring during the maintenance process will be borne by the University. Non-Comprehensive Annual Maintenance Contract services shall include providing routine maintenance services, maintenance services pertaining to complaints as and it must be resolve within 24-48 hrs of complaint even by email. Contract services will **include one resident (on site) technician, re-installation of software (System Software, Application Software, Antivirus etc.**

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Bidders are requested to read the complete tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to tender may be send by the intended bidder at [registrar@cub.ac.in](mailto:registrar@cub.ac.in), [so1@cub.ac.in](mailto:so1@cub.ac.in). For further information, visit University Website – ([www.cusb.ac.in](http://www.cusb.ac.in)).



## 17. General Term and Conditions for (Comprehensive / Non Comprehensive AMC)

- (a) Contract includes routine corrective and preventive maintenance of the system and its peripherals as specified in the inventory of equipment to be covered under AMC.
- (b) Software installation, un-installation, configuration, virus removal, antivirus up-gradation and integrity maintenance to make the system / equipments network fully functional. For installing / upgrading software, the licensed software available in the University must be used.
- (c) Preventive maintenance for the all computer system shall be done on quarterly basis which shall include external / internal cleaning of the system, running the diagnostics tools to determine the existing or likelihood faults and their removal.
- (d) University may change the configuration of the system by way of adding / removing components as per the requirement, AMC provider shall continue to provide the service for the new configuration without any additional charge.
- (e) Repairing and maintenance work should not violate or infringe upon any patent, copyright of any other person / entity and confidentiality of the information in the computer system shall be maintained.
- (f) A health report should be maintained for all equipment under AMC for each incident of malfunctioning, complaint lodging and solving.
- (g) Subcontracting of AMC is not allowed.

## 18. Preventive Maintenance:-

- (a) The AMC service provider shall carry out preventive maintenance regularly and shall plan the activities, in such a manner that maintenance is carried out for each equipment at least once in three months.
- (b) A separate logbook should be maintained to record the preventive maintenance carried out on each category of equipment and got signed by University Computer Centre at the end of every month.
- (c) The Schedule of preventive maintenance shall be as follows:
  - i. Cleaning of all equipment using dry vacuum air, brush soft muslin clothes.
  - ii. Running of test programmes to ensure quality print/data reliability.
  - iii. Checking of power supply source for proper grounding and safety of equipment.
  - iv. Ensuring that the covers, screws, switches etc. are firmly fastened in respect of each equipment.
  - v. Shifting of equipment as and when required.
  - vi. Running of diagnostic software for system performance.
- (d) It shall be the responsibility of AMC service provider to make all the computers and peripherals are working satisfactorily till contract period and it must be hand over the systems in working condition. In case any damage/complaint is pending, it must be rectify or replace.

19. The successful bidder has to depute **one technician onsite** to resolve the issue arises during **all working days from 9:00 am to 6.00 pm. Technician is liable to work on holidays (If so required)**. This shall be inclusive in the tender value (Financial Bid).

20. **The onsite Technician deployed under the contract must have minimum Graduation degree and 1 year computer hardware diploma or equivalent degree.**



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21. The technician will execute the assignment under the direction of University Computer Centre for All Concerned Technical Work.
22. The service provider will not be allowed to change technician frequently. **Deputed technician will be employee of service provider and all employment related responsibilities will be of service provider only.**
23. Installation of System Software/Application Software/Antivirus in all desktop/server/devices of end users. (License of software will be provided by CUSB).
24. The maintenance technician will attend the complaint and continue in office till the problem is resolved. No hit and trial method will be allowed while attending the complaint.
25. Faulty parts will be replaced by similar make and model within **3 working days.**
26. **The penalty ₹ 500/- per working day subject to a maximum of 5% of the AMC cost per year for affected unit if service is not completed within stipulated period.**
27. Payment shall be released on quarterly/half yearly basis after satisfactory report.
28. The period of AMC may be extended for further period of one year on mutual understating on existing terms & conditions.
29. The bid documents are not transferrable and the seal and signature of the authorised official of firms must appear on all the papers and envelops submitted.
30. The quotation should be complete in all respects and duly signed wherever required. Incomplete and unsigned offer will not be accepted.
31. The quotations are liable to be rejected if the fore going conditions are not complied with.
32. All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Gaya, India only.
33. The successful bidder shall furnish an unconditional **performance Bank Guarantee (PBG) for 5% of quoted value within 21 days** of receiving of Annual Maintenance Contract Agreement in the form of Bank Guarantee/Fixed Deposit/Demand Draft etc. The performance security should remain valid for a period of Sixty days beyond the date of completion of all contractual obligations including warranty which is refundable without any interest. In case, the contract is further extended beyond the initial period of one year, the Performance Security Bank Guarantee shall have to be renewed accordingly and its extension shall be communicated at the time of award of addendum of contract. **Earnest Money Deposit shall be refunded to the successful bidder on receipt of performance security.**
34. **Conditional bids shall not be considered and will be rejected summarily.**

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Bidders are requested to read the complete tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to tender may be send by the intended bidder at [registrar@cub.ac.in](mailto:registrar@cub.ac.in), [so1@cub.ac.in](mailto:so1@cub.ac.in). For further information, visit University Website – ([www.cusb.ac.in](http://www.cusb.ac.in)).



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## Bidder Information (Technical BID)

Following proforma should be filled in and duly signed by the firm and send alongwith the bid.

1.	Tender Ref. No.	CUSB/PSD/IT/AMC/25/2018-19
	Tender date	26/02/2019
2.	Name of the Firm :	
3.	Postal Address of the Office of the Firm (Attach Proof)	
4.	Details of Demand Draft for Tender Fees in favour of <b>Central University of South Bihar, Payable at Gaya</b> (Non Refundable)	
	(i) Demand Draft No. :	
	(ii) Date of Issue :	
	(iii) Issuing Bank :	
	(iv) Amount :	
5.	Details of Demand Draft for EMD in favour of <b>Central University of South Bihar, Payable at Gaya</b> (Refundable).	
	(i) Demand Draft No. :	
	(ii) Date of Issue :	
	(iii) Issuing Bank :	
	(iv) Amount :	
6.	<b><u>Contact Information :</u></b>	
	(a) Name of the contact person :	
	(b) Telephone Number :	
	(c) Mobile Number :	
	(d) Fax Number :	
	(e) E-Mail :	
	(f) Website address, if any :	

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7.	Kind of Firm Name and address of Directors/Managing Directors/Proprietor/Partners
8.	Whether you are income tax payee? If yes, please submit a copy of Income tax return filed for last three consecutive years. (i) 2017-18 (ii) 2016-17 (iii) 2015-16
9.	(a) Your Permanent Account No. (PAN): (b) Your Goods and Service Tax (GST) No. (Certified copy enclosed)
10.	Bank Details (a) Name of the Bank : (b) Address : (c) Bank Account No. : (d) Name of the Account holder : (e) IFSC code : (f) MICR code : (g) Date of opening of Account : (h) Type of Account (Saving / Current):
11.	Are you a distributor/dealer/stockiest/executive/Service provider/preferred agent of the manufacturer (Please tick) If so, please submit the most recent authority letters issued by the manufacturer.
12.	Do you have direct import license. (If Yes, please attach a copy of the same)
13.	Annual Turnover of the firm FOR THE LAST 3 CONSECUTIVE FINANCIAL YEARS : (a) 2015-16 : (b) 2016-17 : (c) 2017-18 : Please attach audited copy of Balance Sheet/Turnover Certificate issued by Chartered Account if applicable.
14.	Have your firm ever been debarred / blacklisted for doing business from any Government Organization? <b>If No, Please furnish an affidavit raised on non – judicial stamp paper of ₹ 100 (Rupees hundred Only)</b>

Bidders are requested to read the complete tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to tender may be send by the intended bidder at [registrar@cub.ac.in](mailto:registrar@cub.ac.in), [so1@cub.ac.in](mailto:so1@cub.ac.in). For further information, visit University Website – ([www.cusb.ac.in](http://www.cusb.ac.in)).





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## Declarations:

1. I/We \_\_\_\_\_ (Names of Partners/Proprietors or Directors) do hereby declare that the entries made in this application form are true to the best of my/our knowledge and belief.
2. I/We also undertake the responsibility to communicate all subsequent changes in the constitution or working of firm, affecting the accuracy of the facts, stated above.
3. I/We accept all terms & conditions of the tender.

Place :

Signature of Partner/Proprietor/Director  
(Seal of the Firm)

Date :

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Bidders are requested to read the complete tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to tender may be send by the intended bidder at [registrar@cub.ac.in](mailto:registrar@cub.ac.in), [so1@cub.ac.in](mailto:so1@cub.ac.in). For further information, visit University Website – ([www.cusb.ac.in](http://www.cusb.ac.in)).





# CENTRAL UNIVERSITY OF SOUTH BIHAR

SH-7, Gaya Panchanpur Road, Village – Karhara, Post. Office – Fatehpur, Gaya – 824236, (Bihar)

## Client Details

To,

**The Registrar**

Central University of South Bihar

SH-7, Gaya Panchanpur Road,

Village – Karhara, Post. Office – Fatehpur,

Gaya – 824236, (Bihar)

Sir/Madam,

Sub:- Annual Maintenance Contract for Desktop Computer, Workstation & Server.

I /We hereby mention following list of our clients which mention 5 or more Rate Contracts with the Govt. Organization / Central Universities in the past three years for the similar items. Copies of such rate contracts must be enclosed with the offer.

S.No.	Name of the Client	Purchase Rate Contract Details	Order/ Amount of Order (□)
1			
2			
3			

Yours faithfully

(Signature of the Bidder)

Name

Designation

Seal

Date

Address:

**Enclosure : As above**

Bidders are requested to read the complete tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to tender may be send by the intended bidder at [registrar@cub.ac.in](mailto:registrar@cub.ac.in), [so1@cub.ac.in](mailto:so1@cub.ac.in). For further information, visit University Website – ([www.cusb.ac.in](http://www.cusb.ac.in)).



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## Undertaking for Check List

*We hereby declare that the following requirements have been fulfilled by us –*

01. List of clients where the firm is on Annual Maintenance Contracts with their performance certificated and attested photocopies of AMC of Computer or similar jobs.
02. Documentary evidence for the turnover of last three consecutive years along with copy of the balance sheet.
03. Demand Draft of ₹ 500/- (in case tender form downloaded from Website) **in favour of “Central University of South Bihar, Payable at Gaya.**
04. Earnest Money Deposit (EMD) amount ₹ 40,000/- (₹ Forty Thousand Only) to be submitted along with the Proposal in form of Demand Draft in favour of **“Central University of South Bihar”, Payable at Gaya.**
05. Copy of Small Scale Unit/ MSME/ NSIC Registration under relevant items (if registered).
06. Registration Certificate of Central Excise, wherever applicable.
07. Registration Certificate of GST/ C.S.T. and other Taxes of State Govts.
08. Copy of Income Tax Returns for 3 years.
09. Copy of GST / Sales Tax / VAT Assessment for 3 years.
10. **Every page of the tender documents and the enclosed copies of the certificates must be signed with seal.**

We hereby agree that in the absence of any of the above documents / information, the Proposal may be summarily rejected without making any further reference to us.

**Date:**

**Signature with seal**

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Bidders are requested to read the complete tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to tender may be send by the intended bidder at [registrar@cub.ac.in](mailto:registrar@cub.ac.in), [so1@cub.ac.in](mailto:so1@cub.ac.in). For further information, visit University Website – ([www.cusb.ac.in](http://www.cusb.ac.in)).



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## FINANCIAL BID PROFORMA

Tender Notice No.: CUSB/PSD/IT/AMC/25/2018-19, Dated: 26/02/2019

Subject: “AMC Services (Comprehensive/Non-Comprehensive) for various IT items (Desktop Computer, Workstation & Server)”

Name of the Bidder: \_\_\_\_\_

Sr. No.	Make	Quantity	Comprehensive Rate for AMC per unit (₹) including GST Per Piece/Unit	Non-Comprehensive Rate for AMC per unit (₹) including GST Per Piece/Unit
1	HCL Desktop	1		
2	Dell Desktop	50		
3	HP Compaq Desktop	163		
4	HP Elite Desktop	130		
5	Work Station	2		
6	Server	11		

- The L-1 will be decided in 2 categories i.e. Comprehensive as well as Non-Comprehensive that will be decided by the University at later stage.
- No overwriting or using of fluid is permitted. If used, it will be rejected.

Date:

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Designation & seal

Bidders are requested to read the complete tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to tender may be send by the intended bidder at [registrar@cub.ac.in](mailto:registrar@cub.ac.in), [so1@cub.ac.in](mailto:so1@cub.ac.in). For further information, visit University Website – ([www.cusb.ac.in](http://www.cusb.ac.in)).



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## Annexure –“A”

### Details of Desktop Computer, Work Station & Server.

Sr. No.	Make	Quantity
1	HCL Desktop	1
2	Dell Desktop	50
3	HP Compaq Desktop	163
4	HP Elite Desktop	130
5	Work Station	2
6	Server	11

Bidders are requested to read the complete tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to tender may be send by the intended bidder at [registrar@cub.ac.in](mailto:registrar@cub.ac.in), [so1@cub.ac.in](mailto:so1@cub.ac.in). For further information, visit University Website – ([www.cusb.ac.in](http://www.cusb.ac.in)).



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## Draft MOU

### MEMORANDUM OF UNDERSTANDING BETWEEN CENTRAL UNIVERSITY OF SOUTH BIHAR, GAYA AND .....

Whereas, the Central University of South Bihar published an open Tender vide **CUSB/PSD/IT/AMC/25/2018-19, dated: 26/02/2019** for Annual Maintenance Contract Services (Comprehensive/Non-Comprehensive) for various IT items (Desktop Computer, Workstation & Server)”

And whereas, the **Central University of South Bihar** also uploaded the said Tender on the University website ([www.cusb.ac.in](http://www.cusb.ac.in)) as well as CPP Portal [www.eprocure.gov.in/epublish/app](http://www.eprocure.gov.in/epublish/app) with last date of submission as ...../.../ 2019 till 4 p.m.

And whereas, **Vendor Name** ..... duly submitted their proposal accepting all the Terms and Conditions of the bid documents as published by the University as mentioned above.

And Now, thereof this Memorandum of Understanding, hereinafter referred as MOU signed between **Central University of South Bihar**, hereinafter called **CUSB** (represented by the Registrar, Central University of South Bihar, Gaya) on the one part and **M/s** ..... (**Vendor**) **Address**, .....(represented by ..... ) on the other part, on this day of .....at Gaya, and has been made effective from the date of issue of Work order vide University letter no. CUSB/....., dated / / 2019.

Whereas, **Vendor M/s** ..... has agreed to Annual Maintenance Contract Services (**Comprehensive/Non-Comprehensive**) for various IT items (**Desktop Computer, Workstation & Server**)” and accordingly now therefore, it is agreed between the two parties the following:

#### 1. Scope of Services

(a) **Comprehensive Annual Maintenance** - Comprehensive service contract includes spare parts, labour, services, transportation and any job work to be done. It includes responsibility for up keeping the system in good and working conditions in all irrespective.

Contract services shall include providing routine maintenance services, maintenance services pertaining to complaints as and it must be resolve within 24-48 hrs of complaint even by email. Contract services shall include providing **one resident (on site) technician, tools, transportation and replacement of all faulty parts, re-installation of software (System Software, Application Software, Antivirus etc.)**.

Maintenance of the system includes supply and replacement of parts free of cost. The system parts replaced must be new and equivalent or higher in performance to the existing part. In event of obsolete and beyond repairable conditioning, items will be replaced by equivalent capacity at no extra cost.

The AMC provider shall maintain a pool of various hardware spares / components as reserves to ensure issues to be resolved within time limit.

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Bidders are requested to read the complete tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to tender may be send by the intended bidder at [registrar@cub.ac.in](mailto:registrar@cub.ac.in), [so1@cub.ac.in](mailto:so1@cub.ac.in). For further information, visit University Website – ([www.cusb.ac.in](http://www.cusb.ac.in)).



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(b) **Non-Comprehensive Annual Maintenance** - Non Comprehensive service contract includes services and labour, expense of spare parts, if occurring during the maintenance process will be is born by the University. Non-Comprehensive Annual Maintenance Contract services shall include providing routine maintenance services, maintenance services pertaining to complaints as and it must be resolve within 24-48 hrs of complaint even by email. Contract services will **include one resident (on site) technician, re-installation of software (System Software, Application Software, Antivirus etc.**

2. Even if no call is made by any of our offices covered under AMC, the firm is required to undertake preventive maintenance by checking all the Desktop Computer, Workstation & Server at least once in every two months and servicing in every three months and confirm that the systems are in the best working conditions.

### 3. **Rates & Price**

The payment for AMC or parts will be made as per approved rate as per offer rate.

Payment would be done on quarterly/half yearly basis after submission of bill in triplicates with supporting the Visits reports duly signed and verified by IT Department also.

4. The successful bidder has to depute **one maintenance technician onsite** to resolve the issue arises during **all working days from 9:00 am to 6.00 pm. Technician is liable to work on holidays (If so required)**. This shall be inclusive in the tender value (Financial Bid).

### 5. **Confidentiality**

a) The parties hereby undertake to each other to keep confidential all information (written, including without limitation information contained in electronic format, or oral) concerning the business and affairs of the other that it shall have obtained or received from the other party.

b) The parties hereby undertake to each other to use the confidential information solely in connection with the implementation of this Agreement and not for its own or the benefit of any third party.

### 6. **Performance Security Deposit**

The Agency shall be required to deposit security money equivalent to 5% of the estimated annual value of the contract in the form of Demand Draft / Fixed Deposit / Bank Guarantee within 21 days from the date of award of contract. The Performance Guarantee will have to be valid up to sixty days (60 days) beyond the expiry of the contract. The Demand Draft submitted as EMD may be adjusted against performance security deposit.

The security money so deposited by the agency shall be retained by the University till completion of the contract and shall be released thereafter on claim, subject to adjustment if any, by the University arising out of terms and conditions pertaining to the tender.

### 7. **Validity of the Contract**

The contract shall be valid for a **period of one year with effect from date of issuance Letter of Award** and on satisfactory performance it may be extended for another one year at the same rate, terms & conditions on mutual consent.

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Bidders are requested to read the complete tender documents and visit the site to understand its locality, terrain, surrounding conditions etc. before submission of Bids. Queries related to tender may be send by the intended bidder at [registrar@cub.ac.in](mailto:registrar@cub.ac.in), [so1@cub.ac.in](mailto:so1@cub.ac.in). For further information, visit University Website – ([www.cusb.ac.in](http://www.cusb.ac.in)).



## 8. Other Terms & Conditions

- a) Units taken out of the office premises for service at the workshop shall be returned at the earliest and in any case, within seven day time and in case more time is required, permission shall be obtained in writing from the Central University of South Bihar.
- b) Parallel rate contract for similar items can be placed at any time during the period of the AMC.
- c) All service request/ calls for repair work must be attended within 48 hours of the complaint being lodged with the AMC Provider. If the AMC provider firm failed to attend the calls within 24-48 hours, this office reserves the right to get the work done by other firms and deduct such expenses from the AMC charges. In the case of exceptional and repeated delays, poor services, fault, break down, etc. this office reserves the right to deduct such costs as deemed to be necessary by way of damages and may also cancel the AMC unilaterally.
- d) At the end of period / termination of Comprehensive AMC, the contractor shall demonstrate satisfactory testing and operation of the entire Computer, Workstation & Server.
- e) Details of Computer, Workstation & Server to be covered under **Comprehensive/ Non-Comprehensive** AMC along with the location of Installation and Approved rates are given in **Financial Bid**.
- f) Income Tax in any shall be deducted from the second party's bills.
- g) Any term and condition of floated tender document which is not included in this agreement will be the part of contract and binding for both of the parties.

## 9. Termination of Contract

Post award of the contract, it can be terminated in any of the following contingencies:-

- a) On the expiry of the contract period, without any notice.  
**OR**
- b) On giving thirty days' notice at any time during the currency of services, by either of the University or service provider.  
**OR**
- c) Provided that during the notice period for termination of contract, in the situation contemplated above, the contracted agency shall keep on discharging his duties as before till the expiry of notice period.  
**OR**
- d) By the University without any notice, if the second party violates any of the above terms and condition of the contract.

## 10. Billing and Payment

- a) The second party has to submit the complete bill quarterly/half yearly with all the supporting papers like call reports, service report etc. till 10<sup>th</sup> of the next month. The payment will be made after due verification within 30 days of submission of complete bill.
- b) Necessary deductions like GST/TDS/VAT etc. will be done at source as applicable under various acts.

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# CENTRAL UNIVERSITY OF SOUTH BIHAR

SH-7, Gaya Panchanpur Road, Village – Karhara, Post. Office – Fatehpur, Gaya – 824236, (Bihar)

11. The penalty ₹ 500/- per working day subject to a maximum of 5% of the AMC cost per year for affected unit if service is not completed within stipulated period.

## 12. Preventive Maintenance

(a) The AMC service provider shall carry out preventive maintenance regularly and shall plan the activities, in such a manner that maintenance is carried out for each equipment at least once in three months.

(b) A separate logbook should be maintained to recorded the preventive maintenance carried out on each category of equipment and got signed by University Computer Centre at the end of every month.

(c) The Schedule of preventive maintenance shall be as follows:

- i. Cleaning of all equipment using dry vacuum air, brush soft muslin clothes.
- ii. Running of test programmes to ensure quality print/data reliability.
- iii. Checking of power supply source for proper grounding and safety of equipment.
- iv. Ensuring that the covers, screws, switches etc. are firmly fastened in respect of each equipment.
- v. Shifting of equipment as and when required.
- vi. Running of diagnostic software for system performance.

(a) It shall be the responsibility of AMC service provider to make all the computers and peripherals are working satisfactorily till contract period and it must be hand over the systems in working condition. In case any damage/complaint is pending, it must be rectify or replace.

## 13. Resolution of Disputes

a) The Vice-Chancellor shall have the authority to interpret any of the clauses, whose decision shall be final.

b) Any disputes arise out of this contract shall be within the jurisdiction of Gaya.

We the above said Parties have signed this Deed of Agreement, after duly understanding the contents of this Deed on the date and place mentioned above.

(For ..... Vendor)

(For Central University of South Bihar, Gaya)

Signature with Seal

Signature with Seal

Witness: Name with Signature and Date

Witness: Name with Signature and Date

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