



CENTRAL UNIVERSITY OF SOUTH BIHAR

SH-7, Gaya- Panchanpur Road, Village- Karhara, Post- Fatehpur,
P.S- Tekari, District- Gaya (Bihar) PIN- 824 236

Notice Inviting Tender (NIT)

The Central University of South Bihar invites sealed tenders for the “**Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS) as per the scope of work installed at different buildings in CUSB Gaya**” from original manufactures/ authorized dealers if any. The last date and time of submission of tender document is **28/06/2023 by 4:00 PM**. The detailed tender document is available on the University website www.cusb.ac.in. The cost of tender form is Rs. 500/- and can be purchased by payment in the form of Demand Draft, from Central University of South Bihar. The tender forms can also be downloaded from University website and be accompanied by DD of Rs. 500/- in favour of ‘Central University of South Bihar’, payable at Gaya. Duly filled in tender is to be sent by Speed Post/ Registered Post/ By Hand (to be dropped in Tender Box) on following Address: -

To,
The Registrar
(Tender Document)
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
Website- www.cusb.ac.in
Contact – 0631-2229519
CPP Portal web site: www.eprocure.gov.in/epublish/app

Index for Tender Form

Sl. No.	Items	:	Details
1.	Tender Notice No. and date	:	CUSB/PSD/IT/T/09/2023-24, Dated 07/06/2023
2.	Name of work	:	Tender Bid Document for the Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS) as per the scope of work installed at different buildings in CUSB Gaya.
3.	Tender Fee	:	Rs. 500/- in form of Demand Draft
4.	Earnest Money Deposit	:	Earnest money amount shall be Rs. 50,000/- (Rs. Fifty Thousand) in shape of Demand Draft drawn in favour of Central University of South Bihar, payable at Gaya from any scheduled Bank/ Bank Guarantee/ FDR.
5.	Start of submission of Bids	:	07/06/2023
6.	Last date and time for	:	28/06/2023 upto 4:00 PM
7.	Date and Time of opening of Technical Bids	:	28/06/2023 at 4:30 PM
8.	Place of opening of Bids	:	CUSB Gaya.

Note: Bidders are requested to read the complete tender documents and visit the site to understand the requirement, scope of work, specifications of the item, location and surroundings of workplace before submission of bid.

Name of the work: Tender Bid Document for the “**Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS)** as per the scope of work installed at different buildings in CUSB Gaya”.

Sold to Sri/Smt./M/s.

On payment of Rs. 500/- (Rupees Five Hundred only)

Vide D.D. No. Bank & Branch dt.....

Registrar

I undertake to abide by the terms and conditions as stipulated in the detail tender call notice and conditions of contract.

Signature of the contractor

For Office Use only

- | | | |
|--------------------------------------|---|--------------------------|
| 1. Total Nos. Corrections | : | |
| 2. Total Nos. of Overwriting | : | |
| 3. Total Nos. of Pages | : | |
| 4. Earnest Money Deposit in shape of | : | |
| 5. Copy of S.T.C.C | : | Furnished/Not Furnished |
| 6. Copy of I.T.C.C./PAN | : | Furnished/ Not Furnished |
| 7. Any other enclosure | : | |

Registrar
Central University of South Bihar

CENTRAL UNIVERSTIY OF SOUTH BIHAR

NOTICE INVITING BIDS

The Central University of South Bihar, invites bids **“Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS) as per the scope of work installed at different buildings in CUSB Gaya”** from original manufactures/ authorized dealers if any who have sufficient experience of the similar work. The last date and time of submission of tender document is **28/06/2023 by 4:00 P.M.** The detailed tender document is available on the University website www.cusb.ac.in. The cost of tender form is Rs. 500/- (Rs. Five Thousand only) and can be purchased by payment in the form of DD, from Central University of South Bihar.

Registrar

CENTRAL UNIVERSITY OF SOUTH BIHAR

“Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS) as per the scope of work installed at different buildings in CUSB Gaya”.

TECHNICAL BID

Note : This is to be kept in Envelope “B” sealed and it should be written on envelop that

Tender for **“Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS) as per the scope of work installed at different buildings in CUSB Gaya”.**

CENTRAL UNIVERSITY OF SOUTH BIHAR

NOTICE INVITING BIDS/ TENDER NOTICE

The Central University of South Bihar, invites bids for **“Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS) as per the scope of work installed at different buildings in CUSB Gaya”** from manufactures/authorized representatives who have experience of similar work. Details are as follows:-

Sl. No.	Description of Work	Earnest Money to Deposited	Last date & time of submission of Tender document	Time & date of opening of tender	Contract Period
1.	“Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS) as per the scope of work installed at different buildings in CUSB Gaya”	Rs. 50,000/- (EMD is waived on submission of MSME Certificate)	28/06/2023 by 04:00 PM	28/06/2023 by 4:30 PM	Initially for one year from the date of start of work. The contract period may be extended further 1 + 1 year mutually agreed by the both parties on the same rate, terms and conditions on the basis of satisfactory performance each year.

2. The tender must be accompanied by a Demand draft for the amount Rs. 50,000/- in Indian Rupees only on a schedule bank drawn in favour of 'Central University of South Bihar', payable at Gaya as Earnest Money for the above tender.

Eligibility Criteria:

- a. **Financial:** The Firm should have Average annual financial turnover of at least Rs. 50 Lakhs (Fifty Lakhs Only) during any three of the preceding last 5 consecutive financial years.
 - b. **Physical: (i)** Three similar works in Central Government/ State Government/ PSU/ Central or State Universities/Reputed Private Firm costing not less than Rs. 8 Lakhs or two similar works costing not less than Rs. 12 Lakhs, or one similar work costing not less than Rs. 16 Lakhs in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited. "Similar Work" is defined as **Comprehensive Annual Maintenance Contract of Digital Teaching System (DTS) or related I.T. work.**
3. Sealed Tender Documents duly signed on all pages shall be delivered to the Central University of South Bihar, SH-7, Gaya Panchanpur Road, Post-Fatehpur, Block -Tekari, District-Gaya, Bihar, Pin- 824236 by Registered Post/ Speed Post to reach on or before **28/06/2023 by 04:00 PM**. The technical Bids will be opened on **28/06/2023 by 4:30 PM** at Central University of South Bihar, Gaya Campus in presence of the tenderers or their authorized representatives..
 4. Central University of South Bihar, does not bind itself to accept the lowest rate and reserves the right to accept or reject all or any part of tender without assigning any reasons and claim on account of above shall not be entertained..
 5. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of work, the firm and nature of the site, the means of access to the site, and, in general, shall themselves obtain all necessary information as to risks, contingencies and other circumstances which influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site, whether he inspects it or not, and no extra charges consequent on any misunderstanding. The tenderer shall be responsible for arranging and maintaining at its own cost all materials, tools, equipments etc. and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Any damages done to the property of the Central University of South Bihar, or other persons shall be made good by the Tenderer at his own cost.
 6. **ENVELOPE 'A' (Earnest Money & Tender cost)**
The tender shall be accompanied by the cost of the tender document Rs. 500/- (Indian Rupees Five Hundred only) in Form of Demand Draft failing which the tender will not be accepted. Tender must also be accompanied by earnest money as mentioned above in the form of Demand Draft in favour of Central University of South Bihar, payable at Gaya issued by any Nationalized Bank. The Demand Draft towards Earnest Money & cost of tender document will be placed in Sealed Envelope 'A'.

7. ENVELOPE 'B' (Technical bid Document)

- (i) This Envelope shall contain the Prequalification documents pertaining to financial eligibility and Physical completion of Work. Copy of Work Order/ Purchase Order with completion certificate is mandatory for similar works executed in past 07 financial years.
- (ii) The credential of tenderer to be included for those, who authorized by the manufacturers, suppliers of the material/equipment for execution of this work if applicable and including the list of similar work executed in India with location, cost of work and period during which those works are executed.
- (iii) **Checklist for envelope 'B':**
 - a. Copy of registration of GST No.
 - b. Copy of Income Tax Permanent Account Number (PAN Card).
 - c. Copy of Memorandum and Article of Association, Certificate of Incorporation, Partnership Deed, Registration Certificate issued by the Registrar of Firms etc
 - d. Copy of Notarized power of attorney of authorization for participation in subject bid (Not required in case of Proprietorship firm)
 - e. Copy of Small Scale Unit/ MSME Registration under relevant items (If registered and submitted requisite copy of same, EMD shall be waived off).
 - f. Copy of Work Order and successful completion certificate of meeting minimum eligibility criteria (Financial & Physical) (at least three nos).
 - g. Copy of ITR of last three years.
 - h. Audited copy of Balance Sheet of any of the three of last five financial years.
 - i. Signed/ sealed copy of all pages of tender document including various sections and Annexures, except priced bid.
 - j. Un-priced copy of Bill of Quantity with "Quoted" written in Rate Column of each items.

8. ENVELOPE 'C' (Financial Bid Document)

- 8.1 The Envelop 'C' shall contain the tender documents and information related to the schedule of quantities quoting the rates per Unit/Price etc. of the various items or works pertaining to the financial bid on the financial bid document, issued by Central University of South Bihar, along with the tender document.
- 8.2 All columns shall be duly filled in with specific information on the cost involved.
- 8.3 The rates for the items shall be quoted in Indian Rupees.

***NOTE:** - The Tenderer should clearly mention in all the three envelopes (i.e. A, B and C) clear description of the items for which the offer is being quoted. If any discrepancy is observed the offer would be treated as non- responsive and would be rejected outright.

- 9. **Envelope-'A'** (Earnest Money & Tender Cost), 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'. All the three envelopes shall be submitted in another sealed envelope super

scribing there on **“Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS) as per the scope of work installed at different buildings in CUSB Gaya”**. The envelope should be addressed to Registrar, Central University of South, India. The envelope marked ‘Envelop-B’ of only those tenderers shall be opened, whose earnest money & tender cost are placed in the ‘Envelop ‘A’ and found to be in order.

10. Clarification of tenders :

- 10.1 During evaluation of tenders, the Registrar may at his discretion ask the tenderer a clarification of its tender. The request for clarification and the response shall be in writing. However, the tenderer is not permitted alter the price (s) furnished in the Price Bid (Envelop-C). Any query related to bid may be sent to email id registrar@cub.ac.in before the date of pre-bid meeting and clarification to the same shall be uploaded on University’s website.
- 10.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (i.e. obtained by multiplying the unit price and quantity), the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
11. The amount of earnest money, in the case of successful tenderer, shall be refunded on successful completion of work. However E.M.D of unsuccessful tenderers will be refunded after the award of the contract to the successful tenderer.
12. Tender shall remain open for acceptance for a period of 90 days from the date of opening of the tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to Central University of South Bihar, then Central University of South Bihar, shall without any prejudice to any other right or remedy, be at liberty to forfeit full earnest money absolutely.
13. The notice Inviting tender shall form a part of the contract document. The successful tenderer shall sign the necessary contract documents consisting of the notice-inviting tender, all the documents including additional conditions, specifications and drawings, scope of work, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto, within the time specified in the letter communicating the acceptance of the tender. In case of delay the earnest money may be forfeited and the tender cancelled or the contract enforced as per the terms of the tender and the invitation to tender and the tenderer shall thus be bound by the conditions of contract-even though the formal agreement has not been executed and signed within the specified time by the tenderer.

14. The tenderer should meet the Financial & Physical work completion criteria to qualify in the subject tender.
15. Bidders are required to quote all items in the Bill of Quantity or Schedule of quantity. In event of non-compliance of above shall lead to disqualification in subject tender.
16. The tenderer is required to obtain all required statutory permissions for work by their own and shall be bound to do necessary liaison with Government Authorities
17. Any damaged caused to the facilities existing in the building to be made good by bidders after rectification at their own.
18. in case conditional bid, hiding of information, non-submission of requisite documents; the bid shall summarily be rejected.
19. The tender must be signed by the Company's/Firms/Institute's Executive or on his behalf by Authorized Signatory being a person holding the power of Attorney authorizing him to do so. **Such Power of Attorney shall be submitted with the tender.**
20. Rates quoted by the tenderer in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words.
21. The Financial quotations shall be inclusive of the taxes payable on material as applicable under State Sales Tax or any other tax in respect of this contract and shall be payable by the Tenderer only and Central University of South Bihar will not entertain any claim whatsoever in respect of the same.
22. All the labour laws and safety rules should be strictly complied by Tenderer. In case of any lapses or non-fulfillment of labour laws and safety rules found by the authority, the tenderer will be wholly responsible.
23. All type of Insurances related to the employees of the Contractors will be borne by the contractor. No compensation will be borne by the University due to any accident happens during work.
24. For any penalty levied in non fulfilment of compliance of labour law in reference to the staffs/ workmen deployed or execution of Work or payment of compensation whatsoever, the tenderer will be solely responsible and the University will not be responsible for compensate in any manner.

Signature of the Tenderer

Date:

TECHNICAL BID PROFORMA

NIT No. :	CUSB/PSD/PSD/IT/T/09/2023-24 Dated: 07/06/2023		
Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS) as per the scope of work installed at different buildings in CUSB Gaya .			
1.	Name of the Organization		
2.	Head Office / Registered Office		
	Telephone No/mobile No.		
	Fax No.		
	Email		
	Web site (if any)		
	Date of Establishment		
	Branch Office in Gaya , if any		
	(Provide Complete Address)		
	Telephone No.		
	Fax No./Email		
3.	Name of Chief Executive/ Proprietor / Partners with Designation		
	Telephone No./Mobile No.		
	Fax No./ Email		
4.	Name of Contact Person		
	Telephone No./Mobile No		
	Fax No./Email		
5.	Type of Organization	Certified Documents to be enclosed	
a.	Proprietary		Trade License
b.	Partnership		Partnership Deed, Trade License

c.	Private Limited Company		Memorandum of Article
d.	Public Limited Company		Certificate of Registration
e.	Public Sector		Trade License
f.	Authorised Franchise/Channel Partner		Authorisation Certificate
6.	Nature of Business (tick the relevant) and enclosed certificate		
Hotel (Specify Category)		Canteen Services	Catering Services
Authorised Partner/Franchise		Tour & Travel Agency	Restaurant
Others Please Specify			
7.	Class / Type of Services/Rendered/ Organising		
Provide Specific Details			
Audited Annual Turnover during 3 years (enclose Chartered Accountant's certification & ITR Copy) (Enclose separate sheet for additional list)			
Year	Turn Over (INR)	Annexure (Number)	
2021-22			
2020-21			
2019-20			
2018-19			
2017-18			
8.	Commercial Information (enclose Attested Copy wherever Applicable)		
S. No.	Information	Details	Annexure (Number)
a.	GST Registration Number		
b.	PAN No.		
c.	Relevant IISI/ SO		
d.	<u>Bank Details :</u> Account No.		

e.	Name of Bank & Branch					
f.	IFSC Code					
g.	Details of Tender Fee	Name of the issuing Bank & Branch	DD No.		Amount:	
h.	Details of EMD/BG	Name of the issuing Bank & Branch	DD No.		Amount:	
i.	Details of Previous Supply in Govt. Organizations/ Govt. Educational Institutions (Enclose Work Order & Performance report.) (Enclose separate sheets for additional list)	Name of the organization	Item Supplied / Qty.		Total Value (Rs in lakhs)	
j.	Note					
9.1.	Separate information sheet may be provided for item (s) in case space provided is not adequate.					
9.2.	Affidavit in the enclosed format on Non Judicial stamp paper duly attested by Magistrate/Notary shall also be furnished by the bidder.					
10.	MSME Entrepreneur	Comment				
10.1.	Is the bidder MSME Entrepreneur	Y/N				
10.2.	If yes, the category (GEN/OBC/SC/ST/Women)	GEN	OBC	SC	ST	WOMEN
11.	Note					
11.1.	Separate information sheet may be provided for item (s) in case space provided is not adequate.					
11.2.	Affidavit in the enclosed format on Non Judicial stamp paper duly attested by Magistrate/Notary shall also be furnished by the bidder.					
I/ We hereby give an undertaking that the information provided are true to the best of my knowledge and belief. If anything found to be false at any stage my tender will be liable to be rejected and EMD amount will be forfeited.						
Seal & Signature of authorized representative:						
Date:						

AFFIDAVIT

(On Non-judicial stamp paper)

Tender Notice No.: CUSB/PSD/IT/T/09/2023-24, dated 07/06/2023

Name of Work: “Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS) as per the scope of work installed at different buildings in CUSB Gaya”.

1. I, the undersigned, do hereby certify that all the statements made in the required Attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/S -----
_____ have abandoned any work nor any contract
Awarded to us for such works have been rescinded, during last three years prior to the date of this bid.
3. The undersigned hereby authorize and request any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by the Central University of South Bihar, to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Central University of South Bihar.
5. The undersigned understand the terms of tender and hereby undertake to deploy only competent personals who have valid license to work under scope and also undertake to comply with all Labour laws related to wages, PF, ESI & compensation etc. Full responsibility towards above compliance lies with us.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

CLAUSES OF CONTRACT

Clause: 1 Works to be carried out:

The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.

Clause: 2 Time for Performances:

- 2.1 Contractual completion time is considered as 1 year from the date of start. However, based on performance of the vendor, the subject contract may be extended for another two year (1 year + 1 year). No change in service charge shall be made in extending contract after original contractual period.
- 2.2 Notwithstanding anything herein contained, the parties hereto acknowledge and agree that the time is the essence of the contract in all respects for their respective performance and discharge of obligations under this contract and the parties shall adhere to the time/delivery schedule of the contract unless otherwise mutually agreed to by the parties in writing.

Clause: 3 Registrar, CENTRAL UNIVERSITY OF SOUTH BIHAR shall:

- 3.1 Being a party of this Contract, sign the agreement within 07 (seven) days of issue of Acceptance Letter.
- 3.2 Hand-over the site to the Tenderer within 02 (two) days of signing of the agreement and/or issuance of LOA.
- 3.3 Allow the commencement of work by the tender immediately after issuance of LOA.
- 3.4 Date of start of work shall be considered as 07 (seven) days after issuance of LOA. The above period shall be considered as mobilization period by vendor.

Clause: 4 Performance Guarantee:

- 4.1 The contractor shall submit an irrevocable PERFORMANCE BANK GUARANTEE of 5% to 6% (as per mentioned in LoA) of the tendered amount calculated in term, in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and without prejudice to any other provision in the contract) within 15 (fifteen) days of issue of letter of intent. This period can be further extended by the Vice Chancellor upto a maximum period of 07 (seven) days on written request of the contractor stating the reason for delays in

procuring the Bank Guarantee, to the satisfaction. **This Performance Bank Guarantee will remain valid & deposited with Central University of South Bihar till the contract period plus sixty days of the work is over.** This guarantee shall be in the form of Demand Draft or Government Security or fixed deposit receipts or Guarantee Bonds issued by National Bank. In case a fixed deposit receipt of any Bank is furnished by the contractor to the as part of the Performance Bank Guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Central University of South Bihar, to make good the deficit.

- 4.2** The Performance Bank Guarantee should be as per sl.no 4.1. In case the time for contract period gets enlarged, the contractor shall get the validity of Performance Bank Guarantee extended to cover such enlarged time for contract period. After recording of the work completion certificate for by the competent authority, the Performance Bank Guarantee shall be returned to the contractor without any interest.
- 4.3** The Central University of South Bihar shall not make a claim under the Performance Bank Guarantee except for amounts to which the Central University of South Bihar is entitled under the contract (not withstanding and without prejudice to any other provisions in the contract agreement) in the event of :-
- (a) Failure by the contractor to extend the validity of the Performance Bank Guarantee as described herein above, in which event the Central University of South Bihar, may claim the full amount of the Performance Bank Guarantee.
 - (b) Failure by the contractor to pay the Central University of South Bihar, any amount due, either as agreed by the contractor or determined under any of the Clauses/Condition of the agreement, within 30 days of the service of notice to this effect by the Central University of South Bihar.
- 4.4** In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the Performance Bank Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Central University of South Bihar.

Clause: 5

- 5.1** If there is any omission in furnishing the rate for any of the items, it will be construed that the rate for that item has been distributed among the other items of the tender. Therefore, the Tenderer is liable to execute that particular item of work at free of cost.
- 5.2** Any deviation unavoidable during execution of work shall attract suitable price adjustment and consent of the tenderer/ vendor shall not be essential.

Clause: 6 Price:

- 6.1** Rates: The rates tendered by the Tenderer shall be for completed items of covering all materials, labour, carriage, maintenance, consumables, royalties, fees, rents, CIF at site by Sea/Air freight, octroi, levies, insurance charges license fees, renewal fees and demurrage, wastage, tools, plant, equipment, transport, temporary construction, overhead charges and profits as well as general liabilities, obligations and risks etc. arising out of the conditions of the contract etc completes. Tenderers are requested to quote their price as mentioned in Schedule of Quantity (SOQ). Partial quote shall be summarily rejected and no claim shall be entertained even if tenderer stands L1 in part items of Schedule of Quantity (SOQ).
- 6.2** The prices shall also be inclusive of all expenses, taxes e.g. GST, levies, insurance cost of safety equipment, testing equipments etc and demurrage and any other fees and expenses etc. Nothing will be paid extra.
- 6.3** Unless and otherwise specified, the price will remain firm during the entire period of contract till the completion of the work in all respects and there will not be any escalation in the tendered value due to any reason whatsoever.

Clause: 07 Quality Control:

Vendor shall ensure quality control parameters essential as per the Central Electrical Act & State Government's Acts in context to scope of work corrected up to latest slip, prevailing State Government's directives and changes/ revision to the same time to time without any additional cost.

Clause: 08 Payment Terms:

- 8.1** 100 % payment shall be released on Quarterly Basis after satisfactory service report from the Competent Authority of CUSB and certification of running account bill followed by statutory deduction like TDS etc.
- 8.2** In case, it comes to notice at any stage that work being done is defective or the workmanship is defective or any defects develop during the Currency of contract, the Central University of South Bihar shall be entitled to withhold the Security Deposit without prejudice to other contractual resource.
- 8.3** The Bidder shall also submit the following monthly records to the Central University of South Bihar along with Running Account Bills:
- a. Spares and consumables available with the contractor and spares and consumables required for next month operation/maintenance, if any.
 - b. Materials consumed in the preceding month, if any.

- c. No. of faults occurred during the previous month & its action taken report along with Safety observations, if any.
- d. Any other documents/ records as desired by University.

Clause - 09 Breach of Contract

- 9.1** The Central University of South Bihar while executing a contract with the Supplier/work agency/ vendor shall have the full right to see that the terms & conditions, specifications, quality, workmanship of the works assigned to the Supplier Agency or the party to the contract is fully complied and are satisfactory/ acceptable before payments are released.
- 9.2** If at any stage it is seen that the quality of material being used or service being provided is below the standard accepted/ specified in the agreement or any deviation from the approved specification of the product or the laid down norms are not being followed/ there is contravention to the terms and conditions of agreement, the same will be considered as breach of contract and in such case, the Central University of South Bihar will have full right to stop further payment even if due, until and unless the discrepancies/ objections are set right or replaced/ clarified by the Supplier/ Service Agency to the entire satisfaction of the Central University of South Bihar. Failing to comply with the above, the Central University of South Bihar would initiate legal action as deemed fit within the jurisdiction of Patna Courts.

Clause 10: Force Majeure

- 10.1** The term "Force Majeure" shall mean acts of God or any act not within the control of parties, such as lightening and unprecedented floods, earthquake, hurricane and wars, revolts, riots, fire, sabotage. Upon the occurrence of such cause and upon its termination, the party, alleging that it has been rendered unable, as aforesaid, shall notify the other party in writing immediately but not later than seven days of the alleged beginning as well as ending thereof, giving full particulars and satisfactory evidence in support of its claim.
- 10.2** In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 10.3** The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts.
- 10.4** Should the delay caused by force majeure exceed two months, the parties to the contract shall hold discussions to resolve the situation mutually.

Clause 11: Penalty

After receiving/registering of complain regarding problems of DTS must be repaired and functional within 03 days. Failing above Rs. 500/- per day will be charged and deducted from the bill.

Clause 12: Dispute Redressal System:-

- 12.1 In case of any dispute the matter will be referred to Vice Chancellor and his decision will be final.
- 12.2 Either party, not satisfied with the decision of the Vice Chancellor, may opt for Arbitration under Arbitration & Reconciliation Act 1996. Appointment of sole Arbitrator will be done by Vice Chancellor on the request of the aggrieved party with in sixty days from the date of request. Arbitrator will be of the rank of serving/retired Chief Engineer/Superintending Engineer.
- 12.3 The supplier will deposit charge @ 7.5 % of the claim with the University & the same will be released only after the settlement of dispute.
- 12.4 Expenses on account of arbitration will be shared equality by both parties which there exists any condition in writing.

Clause 13: Jurisdiction and applicable law

Indian Laws will govern this contract and any application in respect of any proceedings under this contract will be to the jurisdiction of the courts of Gaya, Bihar only and also for any application to entertain any suit in connection with this contract. Provided that nothing herein contained shall operate to the prejudice of any rights/recourses of the Central University of South Bihar regarding blacklisting.

Clause 14:

The Tenderer shall be sole and Principal Employer of all labour employed on the work and shall comply with all the Indian Labour Laws as well as other laws, bylaws, orders and instructions issued by any competent authority in this behalf. The Tenderer shall be liable for all payments under any law including labour laws as also any compensation required to be paid on account of any injury, accident or mishap. Vendor shall ensure insurance of their workmen deployed in work as per prevailing guidelines of Government cost towards which is deemed to be included in quoted rates.

Clause 15:

The contract comes into force on the date of signing by the authorized representatives of both parties.

Clause 16:

Any accident caused because of any activities performed by bidder at any point of time shall be the total responsibility of the bidder and University shall not be responsible for any claim etc.

Clause 17:

All copies of licenses of workmen and vendor duly notarized in original copy should be submitted by the bidder to the Registrar/ Officer In-charge, CUSB after issuance of LOA and photo copy along with technical bid of tender.

Agreement

This agreement made on this Between the Registrar, Central University of South Bihar, (hereinafter referred to as the Registrar, which expression shall unless otherwise excluded by or repugnant to the context be deemed to include its successors, representatives and permitted assignees) of the one part and the , the Tenderer (which expression shall unless otherwise excluded by or repugnant to the context be deemed to include its successors, representative and permitted assignees) of the other part.

Whereas, pursuant to the offer of the Tenderer, the Tenderer has agreed to undertake the following works:

Tender for “**Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS) as per the scope of work installed at different buildings in CUSB Gaya**” for a tendered value of Rs.as per the terms and conditions of the work award Letter No dated And terms & conditions annexed hereto.

The following documents will also form part of the Agreement

Sl. No. List of Documents

1. Offer Letter No..... dated
2. Work Award Letter No. dated
3. Time Scope of work.
4. Schedule of quantity/ Bill of Quantity.
5. Terms & Conditions of Tender Document.
6. Purchase rules & regulation of University available on website

In witness whereof, the parties have hereunto set and subscribed their handed seals on the day and the year first above written.

For and behalf of Central University of South Bihar

For and behalf of Tenderer	For and behalf of Central University of South Bihar
	Registrar
Witness :	Witness :
1.	1.
2.	2.

Scope of Work

1. The Comprehensive Annual Maintenance Contract is initially for the period of 1 year from the date of order/agreement. The contract period may be extended further 1 + 1 year mutually agreed by the both parties on the same rate, terms and conditions on the basis of satisfactory performance each year.
2. Scope of Annual Comprehensive Maintenance Contract :-
 - (a) Diagnose the fault and rectify the defects detected in reasonable time.
 - (b) Repair /replace the faulty parts with original new spare parts etc. of the equipment.
 - (c) Carry on the preventive maintenance (at least once in a month as per schedule.
 - (d) Attend all break down calls as and when required.
 - (e) Upkeep the system, recording, required reading and maintenance of log book.
3. **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.
4. 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.).
5. 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.
6. The AMC provider shall maintain a pool of various hardware spares / components as reserves to ensure issues to be resolved within time limit.
7. **One Onsite Skilled Technician** (Graduate with minimum one year Diploma holder in related field) should be deployed in the campus in all working days/hour to maintain and attend calls for all 70 nos. of DTS. In event of major breakdown sufficient man power / spare parts to be deployed on urgent basis to resolve the issues.

8. All consumable items like Battery of UPS/ Remote/ Keyboard/ Mouse etc will not be covered under CAMC Services.
9. At least one Service Centre/ Office of bidder's firm should be there in state of Bihar.
10. Specifications/Make/Model of Equipment's of Smart Class Room :-

S.No.	Name of items / Devices	Brief Specification
1	Projector with remote	View Sonic (PJD6552LWST)
2	Mini PC	HP Pro Desk 600 G4 Desktop Mini Business PC, Intel Core i3 (7 th Gen.)
3	Interactive Board	Tech Infinity Pro (HT IB7)
4	Visualizer	Portable CMOS Minimum A4 Size (210x297 mm) Full HD 1920 x 1080
5	Wireless Keyboard and Mouse	Logitech MK220 Wireless Combo Keyboard with Mouse
6	1000 VA Online UPS	Microtek
7	Speaker	100 watts RMS amplifier and two speakers housed in array of minimum 25 W RMS each
8	Other accessories and devices like VGA Cable, HDMI Cable, Smart Board Stylush etc. shall be covered under CAMC Contract.	
9	One Onsite Skilled Technician during CAMC period.	
10	No. of Units (70 nos.) may be increased or decreased at any stage of contract period and payment shall be made accordingly on Pro-rata basis.	



CENTRAL UNIVERSITY OF SOUTH BIHAR

SH-7, Gaya- Panchanpur Road, Village- Karhara, Post- Fatehpur,
P.S- Tekari, District- Gaya (Bihar) PIN- 824 236

FINANCIAL BID PROFORMA

(It should be submitted in a separate sealed envelope)

TENDER NOTICE NO.: CUSB/PSD/IT/T/09/2023-24, Dt. 07/06/2023

SUB.: “Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS) as per the scope of work installed at different buildings in CUSB Gaya”.

Name of the Bidder: _____

Sl. No.	Item Description	Unit	Total Quarter	Rate per Quarter	Total Amount (Yearly) (₹)
1	“Comprehensive Annual Maintenance Contract (CAMC) for 70 nos. Digital Teaching System (DTS) as per the scope of work installed at different buildings in CUSB Gaya”	70 nos.	4 Nos		
Total					
GST (Applicable for CAMC)					%
Grand Total Amount					
Amount in words(Inclusive of tax) (Rs.)					
.....)					

Note:- (1) Above rates are inclusive of all taxes and duties and no other charges shall be paid extra.

(2) No overwriting or use of whitener is permitted. If done it will be summarily rejected.

Date:

Signature _____

Name: _____

Designation & seal