



Tender Document For
Comprehensive Annual Maintenance Contract of Desktop
Computers, Servers, Laptops, Printers and LCD Projector

S. No.	Content	Page No.
(1)	Schedule of Tender	02
(2)	Important notes to bidders	03 to 11
(3)	Format of Letter of Application	12 to 13
(4)	General Information	14 to 15
(5)	Format of Appendix-A (Annual Turn Over)	16
(6)	Format of Appendix-B(DETAILS OF COMPLETED WORKS OF SIMILAR NATURE AND COMPLEXITY)	17
(7)	Format of Appendix-C (Personnel Capabilities)	18
(8)	Format of Appendix-D (Format of Bank Guarantee)	19 to 20
(9)	Annexure-I (List of Desktop Computers, Laptops, Printers, Servers and LCD Projectors covered under the Comprehensive Annual Maintenance Contract)	21 to 22
(10)	Annexure-II(Scope of Work)	23 to 26
(11)	Annexure-III(GENERAL TERMS & CONDITIONS OF THE CONTRACT)	27 to 28
(12)	Annexure-IV(Deviation Sheet)	29
(13)	Annexure-V Tender Form (Priced Bid)	30 to 32
(14)	Annexure-VI (Declaration Regarding Blacklisting / Debarring For Taking Part In Tender)	33



CENTRAL UNIVERSITY OF RAJASTHAN
(Established by an Act of Parliament, the Central Universities Act 2009)
Bandarsindri – 305817 Distt.: Ajmer, Rajasthan.

Tender Document For
Comprehensive Annual Maintenance Contract of Desktop
Computers, Servers, Laptops, Printers and LCD Projector

TENDER NO. CURAJ/Purchase/2018-19/1606 Dt. 20-07-2018

- (a) Tender document download start date : **20-07-2018** at 15:00 hrs.
(b) Last date for submission of tender : **06-08-2018** at 15:00 hrs.
(c) Date of opening for Technical-bid : **06-08-2018** at 15:30 hrs.
(d) The technically qualified bidders will be informed to be present at the time of Price-bid opening.

Tender fee: Rs.1000/. , No Tender fee is required if tender document downloaded from web site or CPP portal.



Central University of Rajasthan
Bandarsindri, Kishangarh-305817, Distt. Ajmer

NOTICE INVITING TENDER

The Registrar Central University of Rajasthan invites sealed tenders for the following work under Two Bid Systems.

Sr. No	Tender No.	Name of Work/Services	EMD (Rs.)	Cost of Tender Document (Rs.)
1. (a)		Comprehensive Annual Maintenance Contract of Desktop Computers, Servers, Laptop, Printers and LCD Projectors	18,000/-	1000/-

The details of the tender may be seen at CURAJ website www.curaj.ac.in or <http://eprocure.gov.in>
The tender document can be obtained from the Purchase Section of CURAJ between 10:00 A.M. to 5:00 P.M. on all working days from **20-07-2018 to 06-08-2018** by paying non-refundable tender fee in the shape of Demand Draft drawn in favour of “Central University of Rajasthan” payable at **BandarSindri/Kishangarh**. The tender document can also be downloaded from the University website or CPP portal. However no tender fee is required if the same is downloaded. Last date for submission of tender is **06-08-2018 up to 15:00 hours**. Technical Bids will be opened on 06-08-2018 at **15:30 hours** in the presence of bidders or their authorized representatives who wish to be present at the time of opening. The university reserves the right to accept or reject any or all tenders without assigning any reason thereof. **Late tenders will not be accepted.**

Registrar
Central University of Rajasthan

**Central University of Rajasthan,
N.H.-8 Road, Jaipur-Ajmer Highway,
Bandarsindri, Kishangarh, Distt. Ajmer,
Rajasthan, Pin-Code- 305817
Phone -01463-238757,238517**

Tender for Comprehensive Annual Maintenance Contract of Desktop Computers, Servers, Laptops, Printers, and LCD Projectors installed at various offices and departments of the Central University of Rajasthan

1. BRIEF DESCRIPTION OF WORK:

The University, at its campus, has installed Desktop Computers, Laptops, Printers, Servers and LCD Projectors etc. With a view to give Comprehensive Annual Maintenance Contract for Computer Hardware and peripherals, it intends to empanel a suitable Service Provider/Contractor. The scope of this tender covers the entire campus of the university. The bidder has to maintain and troubleshoot the problem of all Computer Hardware and LCD etc.

Sealed Tenders are invited from experienced Service providing firms on the prescribed format for Comprehensive Annual Maintenance Contract of above mentioned Hardwares installed in the various locations/ area of the buildings of the university.

The bidders, if they wish, may visit this university to see the actual installations for themselves to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete comprehensive maintenance work, for the hardwares installed in the University.

2. FOR PRE-QUALIFICATIONS in respect of technical evaluation.

2.1 Pre-qualification will be based on meeting the following minimum criteria regarding the Applicant's experience, personnel and financial position, as demonstrated by the Applicant's responses in the forms attached to the Letter of Application.

2.2 The Applicant to meet the following minimum criteria for pre-qualification:

(a) The firm should be a registered firm, either proprietary, Partnership Pvt. Limited or Limited and incorporated on or before 31 December, 2015. The firm must have a service base in Jaipur/Rajasthan.

- (b) Average Annual Financial Turnover for related works (i.e., Maintenance Services) during the last three years (2015-16, 2016-17,2017-18), ending March-31st 2018 should be at least **Rs. 15 lakh per annum** or above (Fill enclosed - **APPENDIX-A**).
- (C) Experience of having successfully maintaining similar type of works during the last 05 (five) years ending last day of month previous to the one in which tenders are invited i.e. March 31, 2018 should be either of the following;
- (i) Three similar completed works costing not less than the amount equal to Rs. 3.60 lakh.
- Or
- (ii) Two similar completed works costing not less than the amount equal to Rs. 5.40 lakh.
- Or
- (iii) One similar completed work costing not less than the amount equal to Rs. 7.20 lakh.
- (d) Definition of “Similar Works” i.e., the firm must have maintained/ maintaining not less than 200 PCs, 50 Laptops, 02 Servers, 50 Printers (MFP/LaserJet / Desk Jet / All in one / Scanner) 10 LCD Projectors etc. in a premises of Universities/Institutions /Ministries / PSU / Autonomous Bodies / reputed Limited/Pvt. Ltd. company/ large firms and furnish the relevant documents. (Fill enclosed **APPENDIX-B**).
- (e) For evaluation purpose, the total value of Annual Maintenance Charges / work cost will be considered under this tender.
- 2.3 Self Attested copy of Registration of the firm, PAN/TIN No., GST No. is to be furnished /enclosed.
- 2.4 The Service Providing firm must be registered in PF and ESIC (attach PF & ESI registration certificate). Documentary proof for the same should be furnished, if the number of personal working under the firm are more than exempted limit under PF & Miscellaneous Provident Fund Act.
- 2.5 Personnel Capabilities: The Applicant must have suitably qualified personnel to execute the contract (Fill enclosed **APPENDIX-C**).
- 2.6 The Service Providing firm must provide an undertaking(**As per annexure-VI**) that their firm is not currently debarred or blacklisted by any Govt. Department / Universities/Institutions.

3. **EARNEST MONEY DEPOSIT (EMD): -**

The Service Providing firm are required to deposit Demand Draft of **Rs. 18,000/-** (Rupees eighteen thousand only) in favour of the “**Central University of Rajasthan**, payable at **Bandar Sindri/Kishangarh, Distt-Ajmer**, as Earnest Money Deposit (EMD) along with original tender documents for this work. EMD will be returned to the unsuccessful bidders after award of the contract. No interest shall be payable by the University on EMD. For the successful tenderer, EMD will be returned on acceptance of work order and submission of Performance Security.

4. **SALE OF TENDER:-**

Non-transferable tender document containing terms, conditions and technical specification etc. can be obtained from the Purchase Section of this University on all working days at schedule date and time on a written request on the letter head of the firm and on payment of prescribed tender fee of Rs. 1000/-, through crossed demand draft/pay order (non-refundable) in favour of **Central University of Rajasthan, payable at BandarSindri/Kishangarh** towards its cost. Before buying the tender documents, tenderer may see the documents particularly pre-qualification criteria/technical evaluation criteria in their own interest.

In case of tender document is downloaded from the University website www.curaj.ac.in or CPP Portal, no tender Fee is required in such case.

5. The tender is to be submitted in two separate sealed envelopes as under:

5.1. **TECHNICAL- BID (Envelope No -1)**

a) The tender document in original including the unfilled PRICE-BID Proforma **(Fill ANNEXURE-V)** duly signed and stamped as a token of acceptance, along with deviation sheet with deviation if any, from particular tender conditions in a separate sheet **(ANNEXURE –IV)** should be enclosed. The following additional documents shall also be enclosed and sealed, superscript with name of the tender as “TENDER FOR Comprehensive Annual Maintenance Contract of Desktop Computers, Servers, Laptops, Printers and LCD Projector.”

i) The Registration Certificate, Authorization letter if bidder is having an authorized service centre, registration in PF and ESI certificates(As applicable) PAN, TIN, GST No. etc. to be furnished along with copies of experience certificates of carrying out similar nature of work as per pre-qualification criteria of Comprehensive Annual Maintenance Contract of Desktop Computers, Laptop, Printers, Servers and LCD Projectors etc. rendered in Universities/Institutions /Ministries / PSU / Autonomous Bodies / reputed Limited/Pvt. Ltd. company/large firms and furnish the relevant documents.

The Service Providing firm may also enclose copy of work orders to meet the experience criteria.

ii) Self attested copies of the balance sheet / audited statement of accounts or any other relevant document to prove the minimum average annual turnover required as per pre-qualification criteria in preceding last three financial years in Computer Hardware and Peripherals maintenance services.

iii) Earnest Money Deposit (EMD) Draft

iv) Tender Fee (as applicable)

5.2 PRICE-BID (Envelope No. 2)

The Price-Bid as per Performa given in the tender document as **ANNEXURE-V** shall be filled up and submitted in Envelope No -2, duly sealed superscript with name of tender. Any conditions given in the Price Bid may cause rejection of the Bid.

6 PRE-BID MEETING AND CLARIFICATION OF BIDS:

6.1 Bidders are advised to visit University (if they feel so) before submission of bid to ascertain the nature and quantum of work required. No pre-bid meeting is scheduled. Prospective Bidders may contact to ICT cell of the University, for the purpose.

6.2.1 During evaluation of bids, Institute may at its discretion ask the bidder (s) for clarification of their bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered, or permitted.

7. SUBMISSION OF BIDS:

The Envelop No. 1 & 2 shall be sealed separately and placed in a third Envelope which also shall be sealed and duly super scribed with the name of the tender.

Bids with complete relevant documents must be addressed to **The Registrar, Central University of Rajasthan and should reach to the tender box kept at administrative building** not later than **15:00 Hrs** on scheduled date.

8. OPENING OF BIDS:-

(i) Bid shall be opened in the office of this university at CURAJ, at the prescribed time in the presence of tenderer or their representatives who may wish to be present on due date and time as mentioned in the tender document.

(ii) The technical bid (Envelop No. 1) shall be opened first. The Price Bid (Envelop No. 2) will be opened only for those tenderer whose technical bid is found to be in order & technically eligible, for which they shall be intimated separately about date and time of opening of financial bid by e-mail/Fax/ Telephone.

(iii) **The bidder who has not submitted the documents as per tender conditions with major deviations without proper EMD / Tender Fee (as applicable) and experience certificate etc., their tender may be treated as non-responsive and their Price Bid (Envelop No. 2) shall not be opened.**

(iv) The successful Service Provider/Contractor will be intimated and contract agreement will be entered into initially for a period of one year. The contract may be extended on the same rates/terms & conditions on yearly basis upto two more years after reviewing the performance of the Service Provider/Contractor and as per judgment of the University. The preparation of the contract agreement with proper stamp paper etc. would be done by the bidder in consultation with the University.

(v) The Service Provider/Contractor are required to submit their most competitive price offer in the format (**ANNEXURE –I**) in concurrence with the list of items related to Computer hardware and peripherals, LCD Projectors etc. as per scope of work, technical specifications, terms & conditions.

9. **AWARD OF CONTRACT:**

CURAJ may award the contract to the successful bidder whose quotation has been determined to be substantially responsive and determined as the lowest evaluated tender/quotation, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

10. **Period of Contract** – Initially for one year, and can be extended on existing rates, terms and conditions for another 02 (two) years on yearly basis on satisfactory performance on year to year basis, as per judgment of the University.

Initial contract will be made for those equipment's/items which are not covered under any warranty obligations. As and when any such items come out of warranty period, the same would be included in the above CMC and accordingly pro-rata payment will be released, on the rates mentioned in the work order.

11. **Foreclosure of contract due to abandonment or reduction in scope of work** - If at any time after acceptance of the tender, the **Central University of Rajasthan** shall decide to abandon or reduce the scope of the works of any reason whatsoever and hence not require the whole or any part of the works to be carried out, the CURAJ shall give notice in writing to that effect to the Company / firm (Service Provider/Contractor) and the Company / firm (Service Provider/Contractor) shall act accordingly in the matter.

The Company / firm (Service Provider/Contractor) shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

12. **Subletting** - The contract shall not be assigned or sublet without the written approval of the University.

13. **Right to accept any tender and to reject any or all tenders:**

(a) The University reserves the right to accept or reject any quotation, and or to annul the bidding process and or reject all quotations at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for University action.

14. **NOTIFICATION OF AWARD:**

14.1 Prior to the expiration of the validity, University will notify the successful firm in writing by Speed post/ registered letter/E-mail/ by Fax, that his quotation has been accepted.

14.2 The notification of award will constitute the formation of the contract.

14.3 Upon furnishing of Performance Security by the successful bidder's, the University will release the EMD to all unsuccessful bidders.

15. **SIGNING OF CONTRACT:**

At the same time University notifies the successful bidder that his quotation has been accepted and University will send a work order to the bidder describing the works to be carried out and the same shall be returned duly acknowledged affirmatively by the bidder, as a token of acceptance and a contract agreement will be signed between both the parties.

16. **PERFORMANCE SECURITY:**

16.1 Within 21 days of receipt of work order from the University, the successful firm shall furnish the Performance Security equivalent to 5% of the Annual Contract value in the form of Bank Guarantee (from any Nationalized/Schedule Bank) **valid for 60 days beyond expiry of the contract/extended contract period**, in the format as per **APPENDIX- D** or in the form of Demand Draft/Pay Order/call deposit in favour of "Central University of Rajasthan" payable at "**Bandar Sindri/Kishangarh**".

16.2 Failure of the successful bidder to comply with the requirement of contract shall constitute sufficient grounds for the annulment of the awards and forfeiture of the EMD/performance security, in which event the University may get the work done at the risk & cost of the successful bidder.

17. PAYMENT:

17.1 Service Provider/Contractor will submit quarterly (after end of each quarter) **Pre Receipted** (with affixing the Revenue Stamp) **bills in duplicate** duly supported with necessary service reports rendered during the period along with the proof of deposit of ESI, PF and GST (if applicable). The University will make payment to the Service Provider/Contractor within **30 days** after receipt of the bill after deduction of applicable taxes/TDS etc. on certification of rendered work.

17.2. If the service reports do not shows proper compliance of works to be done by the Service Provider/Contractor as per schedule; University will make suitable deduction from the Service Provider/Contractor bills. If the Service Provider/Contractor fails to maintain the maintenance of services as per contract, in such event the university will deduct actual cost incurred on this work plus 10% extra for Departmental Service Charges.

17.3 The Service Provider/Contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work out put. The personnel so deployed should be remained in a proper neat & clean well-dressed uniform.

17.4 Levy/Taxes payable by Service Provider/Contractor- GST or any other tax on materials and services in respect of this contract shall be payable by the Service Provider/Contractor and the university shall not entertain any claim whatsoever in this respect.

All tendered rates shall be inclusive of all taxes, levies and other charges. However GST should be mentioned separately and GST will be reimbursed as per applicability.

18. **Compensation for Damages:** Computation of compensation for damage shall be based on working days. The time when computer system is not used for any reason except the fault in Computer System shall be treated as uptime. If any of the accessories attached with the Computer System (except UPS) is down the complete computer system shall be treated as down.

18.1 Compensation for standalone Computer System (s):

18.1.1 Individual Computers and peripherals and LCD Projectors: In the case of individual items, considering several unavoidable circumstances, the university will overlook 5% downtime.

But in case 95% uptime is not maintained in any month for any individual items (covered under the CMC), then compensation at the rate of Rs. 200/- per day per item will be payable by Service Provider/Contractor to the university. The same will be debited from the running bill of the Service Provider/Contractor at the time of payment.

18.1.2 Penalty Clause: In the case of clause no. 18.1.1, if firm not shows proper compliance of work or system remains under breakdown for more than 72 hours, in addition to compensation, university has the liberty to get the system repaired at its own and actual cost incurred plus 10% Departmental Service charges will be recovered from the amount due to Service Provider/Contractor .

19. APPLICABLE LAW:

19.1 The contract shall be interpreted in accordance with the Laws of the Union of India. Service Provider/Contractor shall be solely responsible for compliance of all labour laws, payment of fair salaries and allowances to its personnel that might become applicable under any new act, law or order of Government of State / Centre. The University shall have no liability whatsoever in any manner. The Service Provider/Contractor have to show the proof of payment of fair salaries to his engineer as and when asked for the same by the University. **It is clarified that the minimum rates of wages as fixed by the Ministry of Labour, Govt. of India (Central Minimum Wages) from time to time is to be adhered.**

19.2 Minimum wages act to be complied with - The Service Provider/Contractor shall comply with all the provisions of the Ministry Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time and rules framed hereunder and other labour laws affecting contract labour that may be brought into force from time to time.

20. TERMINATION OF CONTRACT

20.1 The university may terminate the Contract in whole or part:

- a) If the Service Provider/Contractor fails to deliver any or all of the Services within the period(s) specified in the Contract Agreement or
- b) If the Service Provider/Contractor fails to perform any other obligation(s) under the Contract. In such a case, the Performance Security submitted by the Service Provider/Contractor will be forfeited.

21. RESOLUTION OF DISPUTE:- All disputes arising out of this contract shall be referred to the sole arbitration of a person selected by the Service Provider/Contractor out of the panel of three persons nominated by the Vice Chancellor, Central University of Rajasthan, and his decision / award shall be final and binding on both parties.

The Arbitration shall be governed under the Indian Arbitration Act 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract. All disputes are subject to Jurisdiction of District Ajmer, Rajasthan only.

22. FORCE MAJEURE:

22.1 Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

22.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider/Contractor and not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Service Provider/Contractor either in its sovereign or contractual capacity, wars or revolutions fires, floods, epidemics, quarantine restrictions and freight embargoes etc.

22.3 If a Force Majeure situation arises, the Service Provider/Contractor shall promptly notify the University in writing of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Service Provider/Contractor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

23. Terms & Conditions for MSME:

Current valid certificate of registration including its annexures in case registered with SSI / NSIC etc., to be attached with bid document. All terms & conditions with respect to MSME shall be applicable as per rules.

LETTER OF APPLICATION

[NOTE: On the letter head paper of the Applicant including full postal address, telephone no., fax no., and E-mail address]

To

The Registrar,
Central University of Rajasthan.
NH-8, Bandarsindri, Kishangarh,
Distt. (Ajmer), Pin-305817.

Sir,

1. Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Applicant") and having reviewed and fully understood all the Pre-qualification information provided, the undersigned hereby apply for the following scope of work:

"Comprehensive annual maintenance contract of Desktop Computers, Laptop, Printers, Servers and LCD Projectors installed in the Admin Block, various academic blocks, various hostels, SP buildings, guest house dispensary building etc. at the entire campus of Central University of Rajasthan.
2. Attached to this letter are copies or original documents defining: (a)
the Applicant's legal status:
 - (b) the principle place of business; and
 - (c) the place of incorporation (for applicants who are incorporated) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
3. Your office and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements, and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. Your office and its authorized representatives may contact the following persons for further information.

General, Personnel, Technical and Financial Enquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

5. This application is made in the full understanding that:
 - (a) Bids for technical qualification will be subject to verification of all information submitted in respect of technical bid at the time of bidding:
 - (b) Your office reserves the right to:

Amend the scope and value of the contract/bid and reject or accept any application, cancel the technical evaluation process and reject all Bids application without assigning any reason thereof; and
 - (c) Your office shall not be liable for any such action and shall be under no obligation to inform the Applicant.
6. Appended to this application, we give details of the participation of each party including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the contract, and the responsibilities for execution of the contract.
7. The undersigned declare that statements made and the information provided in the duly completed application are complete, true, and correct in every respect.

Signed with Seal of the Firm/Company
Name
For and on behalf of

Application Form No. 1

GENERAL INFORMATION:

All firms applying for tender are requested to complete the information in this form. Information to be provided for all owners or applicants who are partnerships or individually-owned firms.

1	Name of firm:
2	Head office address:
3	Registered office address:
4	Telephone: Contact:
5	Fax : E-mail:
6	Place of incorporation/ Registration No. Year of incorporation / registration

Application Form No. 2

STRUCTURE AND ORGANIZATION

1. The applicant is
 - (a) an individual
 - (b) a proprietary firm
 - (c) a firm in partnership
 - (d) a Limited Company or Corporation.

2. Attach the Organization Chart showing the structure of the organization, including the names of the Directors and position of officers.

3. Have you ever left the work awarded to you, incomplete: (If so, give name of project and reasons for not completing the work.)

ANNUAL TURN OVER

YEAR	ANNUAL TURNOVER AS PER AUDITED BALANCE SHEET (in Rs.)
2015-2016	
2016-2017	
2017-2018	
Average Annual Turnover	

NOTE:-

- a) The above data is to be supported by Audited copy of Annual Accounts.
- b) If not audited till the date of submission of tender, a certificate from the Chartered Accountants may be submitted, along with un-audited accounts.

APPENDIX-B**DETAILS OF COMPLETED WORKS OF SIMILAR NATURE AND COMPLEXITY (During last five year ending March 31, 2018):**

S.No.	Name of the contract	Name of the client	Brief Description of the contract	Date of Start	Date of completion as per contract	Date of actual completion	Value (Rs.)
1.							
2.							
3.							

NOTE:-Please attach supporting documents for the above information and separate sheet may be attached in similar format, if this format is having insufficient space.

APPENDIX-C

PERSONNEL CAPABILITIES

S. No.	Name & Address of the Employee	Technical Qualification	Post Held	Date of Employment

FORMAT OF BANK GUARANTEE FORM

This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, authorized by RBI to issue a Bank Guarantee.

This bank guarantee should be furnished on stamp paper of Rs. 100/-

The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

In the case of foreign bidder the B.G may be furnished by an international reputed bank acceptable to the PURCHASER countersigned by any Nationalized / Scheduled Bank in India authorized by Reserve Bank of India.

Bank Guarantee No:

DATE:

PERFORMANCE BANK GUARANTEE

WHEREAS M/s having its registered office at hereinafter called the Distributor in India for herein after called "The supplier" for the supply of in consideration of the Central University of Rajasthan, Department of School ofCentral University of Rajasthan, , Kishangarh (hereinafter called "CURAJ") P.O. No. CURAJ / dt. placed an order for the due fulfillment by the said supplier of the terms and conditions in the purchase order, on production of a Bank Guarantee for Rs..... (Rupees only). We Bank, (Rein after referred to as "the Bank") at the request of supplier do hereby undertake to pay to the CURAJ an amount on exceeding to Rs..... (Rupees..... only).

2. WeBank do hereby undertake to pay CURAJ, the amounts due and payable under this guarantee without any demur, merely on a demand from CURAJ stating that the amount claimed is required to meet the recoveries due or likely to be due from the said supplier. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding to Rs.....(Rupees only)

3. We undertake to pay to the CURAJ any money so demanded notwithstanding any dispute or disputes raised by the supplier in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid and discharge of our liability for payment there under and the Supplier shall have no claim against us for making such payment.

4. We theBank further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the CURAJ under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Registrar on behalf of the CURAJ certified that the terms and conditions of the said Agreement

have been fully and properly carried out by the said and accordingly discharges this guarantee.

5. We, the Bank further agreed that the CURAJ shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the terms and conditions of the said Purchase Order or to extend the time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the CURAJ against the said supplier and to forbear or enforce any of the Terms and Conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance act or omission on the part of the CURAJ or any indulgence by the CURAJ to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the supplier.

7. We, the Bank lastly undertakes not to revoke this guarantee except with the previous consent of the CURAJ in writing.

8. This guarantee shall be valid upto unless extended on demand by CURAJ. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs...../- (Rupees only).

Notwithstanding anything contained herein

1. Our liability under this bank guarantee shall not exceed Rs...../- (Rupees only)

2. Bank guarantee shall be valid upto

3. We are liable to pay the guaranteed amount or part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

Dated:

Signature & Seal of the Bank

Note: The above format contains specific clauses and expressions. These clauses and expressions can vary depending upon the nature / type of agreement and situation. Basic aspect to be kept in mind is that interest of CURAJ is fully protected.

ANNEXURE-I

List of Desktop Computers, Laptops, Printers, Servers and LCD Projectors covered under the Comprehensive Annual Maintenance Contract

S. No.	Item	Detail Specification	Qty	Date of Purchase	Purchase Cost per unit
1	Laptops	HP Laptops - HP Compaq 6730b	03	June 2009	Rs. 52,200/-
		HP Laptops - HP Compaq 2730p	01	June 2009	Rs. 95,090/-
		Sony Laptops – Sony VIO VPC EB1AGB/B	20	July 2010	Rs. 51521/-
		Dell Latitude E5410-	30	July 2011	Rs. 45760/-
		Dell Latitude E5420	35	May 2012	Rs. 44,000/-
		Dell Latitude E5430	14	March 2013	Rs. 40,920/-
		Dell Vostro 2520	18	June 2014	Rs. 56,547/-
		Lenevo Z-50-70	15	June 2015	Rs. 42,990/-
2.	Desktops	Desktop – HP Compaq dc7900 Convertible Minitower	58	Jan 2010	Rs. 38,845/-
		Desktop – HP Compaq 8000 Elite Convertible Minitower	43	Mar 2010	Rs. 38,845/-
		HP Compaq 8200 Elite	85	September 2011	Rs. 37280/-
		HP Compaq 8300 Small form factor	268	October 2013	Rs. 43,877/-
		HP DX 2000 Series	4	June 2009	Rs. 33,217/-
		HP Compaq 3000 Series (HP 3090) C2D	09	December2010	Rs. 32,000/-
		HP Elite Desk 800GI Small form factor	12	October 2014	Rs. 56,724/-
		Acer Variant M-200 (Warranty will expire in October 2019)	03	October 2016	Rs. 68,500/-
		Dell Opti Plex 9020 (Warranty will expire in July 2019)	05	July 2016	Rs. 75,200/-

3.	Server	HP ProLiant ML 350 (Web Server)	01	November2010	Rs. 103936/-
		IBM Server X3300 M4	01	November 2013	Rs. 2,48,850/-
		Dell Power Edge T430 (Warranty will expire in September 2019)	01	September 2016	Rs. 4,48,375/-
		Dell Power Edge R820 (Warranty will expire in September 2018)	01	Septembe 2015	Rs. 6,38,400/-
4.	Printers	Printer – HP 2727 MFP	02	Aug 2009	Rs. 36,399/-
		Printer – HP 3015Dn	05	Mar 2010	Rs. 33,290/-
		Printer – HP Laser Jet 1007	01	Dec 2010	Rs. 5,995/-
		Printer –HP MFP 1005	16	Sept. 2011	Rs. 11,500/-
		Printer – Kyocera , Ecosys FS-1020 MFP	35	March 2017	Rs. 7,657/-
		Zebra Printer p330i (I-Card Printer)	1	20.07.2012	Rs. 67700/-
		HP LaserJet Pro M1536dnf MFP	48	30.12.2013	Rs. 22,400/-
		EPSON L310 Printer	01	September 2016	Rs. 9,400/-
		EPSON L805 Printer (Warranty will expire in January 2019)	01	January 2018	Rs. 17,200/-
		HP LaserJet Pro 252dw	01	September 2016	Rs. 38,507/-
5.	LCD Projector	Epson EB-825	06	27-03-2010	RS. 74,200/-
		SANYO XK3010	05	10-01-2012	Rs. 59,990/-
		Panasonic LCD Projector – LX30H	31	November 2012	Rs. 58,000/-
		Panasonic LCD Projector – Vx505N	01	November 2012	Rs. 1,29,000/-
		Sony VPL-EW246	09	November 2014	Rs. 36,672/-
		Hitachi –CP-X4015 WN	04	January 2015	Rs. 69,490/-

SCOPE OF WORK

Scope of work shall be as defined hereunder:-

1. The Service Provider/Contractor have to provide services to set right the malfunctions of the Desktop Computers, Servers, Laptop, Printers and LCD Projectors installed at various places in the campus of the Central University of Rajasthan.
2. **The maintenance of hardware and software installed.** The software maintenance includes operationalizing, loading/reformatting of software / discs with software like Windows7/8/10, Vista, Windows XP, Linux, Microsoft Office, software, Browsers like Internet Explorer, Chrome, Mozilla etc. and Mailing Software like Outlook Express, Anti-virus software, Data retrieval and installation/removal of any other software purchased by CURAJ from time to time. It also includes removal of virus and re-installation of software, if corrupted. Support for users and troubleshooting of commercial software (Licensed) packages mentioned above. Scope of work of CMC also includes.
 - a) Maintenance that includes the replacement of malfunctioning spares/ parts for proper functioning of all systems and sub-systems listed in **Annexure I** by the Service Provider/Contractor . If any part gives repeated problems more than 2 times in period of one-month, the Service Provider/Contractor shall replace it immediately with a new original part.
 - b) Maintenance includes replacement of each and every malfunctioning part of computers, printers, Server, LCD Projector and related items listed at **Annexure I** like Hard Disk, Optical Drive, Mother Board, TFT Monitor, Lens of the LCD Projector/Broken Lens of the LCD Projector accept Physical damage, RAM, Keyboard, Mouse, SMPS, power cables, interface cable, Printer Heads, Fuser assembly, roller drums, data cables, scanning unit, switch, power supply, display card and all other parts except consumables.
 - c) Maintenance includes replacement of each and every malfunctioning part including Lens of the LCD Projector to be replaced by the Service Provider/Contractor, must be of the same make/model. 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, to meet requirement.
3. The parts for which services/repair could not be provided shall be replaced by Service Provider/Contractor . The parts that are to be replaced should be new parts of reputed brand or equivalent in performance & capacity. In case, if any system has been crashed, data is to be retrieved by the Service Provider/Contractor .
4. It is the responsibility of the Service Provider/Contractor to keep the minimum inventory as per list of items attached to be covered under this tender.
5. Log book for complaint shall also be arranged by the Service Provider/Contractor and keep the daily records of complaints attended by resident engineers from the date of start of work & all parameters shall be recorded systematically.

6. The University shall be responsible for providing proper power source for the Computer hardware, Servers and LCD Projectors.
7. In the case of Computer hardware and its peripherals, the contract will be comprehensive in nature and includes all spare parts except consumables like:
 - i) Printer ribbons
 - ii) Power adapter
 - iii) Laptop batteries
 - iv) Toner for laserjet printers & inkjet cartridges
8. This contract agreement specifically excludes damages caused due to fire, theft, water / rain, riots, accidents and other exceptional circumstances like rat menace etc.
9. The University will give Service Provider/Contractor full access to the equipment to enable Or to provide maintenance services and shall make them available to Service Provider/Contractor representatives/ appropriate staff who are familiar with the problems and will provide working/sitting space.
10. The Service Provider/Contractor shall depute an adequate number of well-qualified engineer(s) who can properly maintain the equipment listed in this tender documents. The Engineer(s) should have minimum one year degree/diploma in computer hardware and related field. Engineer(s) should have minimum 3 years of experience and should be specialist in repairing and maintaining all listed equipment's. The engineer(s) shall be required to report on all working days between 09.30 hours to 18.00 hours including holidays, if required. All the engineer(s) deployed by the contractor shall work in coordination with University ICT Division.
11. The engineer(s) will work under the instructions of the coordinator or any person authorized by the CURAJ and shall submit complaint sheets to him for each complaint attended by them. The complaint sheet would clearly define the nature of complain, location of office and time taken for rectification of complain. The engineer(s) are also required to get the complaint sheets signed by the respective end users.
12. The Service Provider/Contractor would carry out preventive maintenance of each mentioned machine in every month, in order to forestall any major failure of the same which includes installation of updates of antivirus packages. Service Provider/Contractor should also ensure proper cleaning of machines on quarterly basis. Failure to do so shall attract penalty at the rate mentioned at penalty clause.
13. The equipment will be repaired in-house. In rare cases when it is very essential to take out the equipment for carrying repair outside the CURAJ, it is mandatory to have a valid pass for such equipment and making proper entries with ICT cell of the University and at security office/gate.
14. For Upkeep and maintenance of the hardware installed Service Provider/Contractor must also maintain the required drivers (CDs,DVDs and USB drive) for maintaining the equipment's in listed **Annexure I**.

15. Stand-by arrangement to be made in case the equipment is to be taken to workshop for repairs or when item is not usable. In case standby is not provided, and the item is not usable beyond the 48 hours, alternate arrangements at Service Provider/Contractor own cost should be done till the defective equipment's performs. Failure of that 1% per week of the cost of purchase of equipment as per the list enclosed will be imposed as penalty. In case of delay exceeding one month, penalty is 5% per week of the purchase cost as listed in **Annexure I**. The amount of penalty will be either recovered from the Bank Guarantee/Security of the annual maintenance contract period or from the CMC charges/bills. 5% items/spares has to be keep as Stand By in the University.
16. Loss of any part in the product on account of negligence attributable to the Service Provider/Contractor at his own discretion may 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. However, in the case of hard disc, Service Provider/Contractor should provide a new hard disc of matching or higher configuration.
17. Each problem in Computer hardware & its peripherals should be rectified totally. Same problem in a system should not occur again and again. If same problem occurs more than three times and it is not rectified then it will be presumed that it could not be diagnosed by the Service Provider/Contractor or the defective part connected with this problem is not replaced. In this case the maintenance amount for that system will not be payable. If there is any type of problem in a system which could not be rectified within 48 hours, the clear reason, solution & time for the rectification of the problem should be mentioned by the Service Provider/Contractor resident engineer on the call report.
18. If Service Provider/Contractor provides standby system for any part which is out of order, it will be the responsibility of the Service Provider/Contractor that before expiring the contract agreement it should repair/replaced the defective system and only then he could take its standby system back otherwise the University may deduct/recover from the security and payable amount equal to the cost of the system.
19. In abnormal cases due to delay in repairs of equipment under CMC, the loss arisen to the university on this account will be at the sole discretion of the competent authority which is fully recoverable/ repairable at the sole cost of Service Provider/Contractor .
20. The vender shall ensure the following service norms:
 - (a) Service Availability Timings : 09.30 hours to 18:00 hours (Monday to Friday)
 - (b) On-site response Time : 1 day
 - (c) Annualized Uptimes : 95%
21. The Service Provider/Contractor shall ensure that the engineer(s) are present timely and possess valid ID cards on all working days including Saturdays & Sunday (if required). In case of engineer going on leave, alternate arrangements should be made well in advance and with prior intimation and also permission. In case of an emergency, the engineer may be required to be deployed on holidays.

22. The Service Provider/Contractor shall not change the engineer(s) without prior clearance from the University. Further that the Service Provider/Contractor shall provide a substitute for a deployed engineer.
23. In case of Engineer absent more than 3 working days with in a month a suitable amount will be deducted from quarterly payment.
24. Conditional Offer will not be accepted.
25. The Service Provider/Contractor shall get the maintenance of the system, including the cleaning thereof, done by his maintenance staff solely at his own risk. The University shall not, in any way, be liable to make any payment, incur any expenditure or face any law suit in any court of law for any injury or death suffered by the Service Provider/Contractor maintenance staff during the course of maintenance under this CAMC.
26. The Service Provider/Contractor shall be required to hand over all the equipment's in working condition at the time of termination of the Contract, other-wise the equipment, found faulty, shall be rectified from any external agencies and whole replacement/repair cost will be borne by the Service Provider/Contractor only.
27. Any clarification regarding tender before submission of tender document can be discussed on email id ictcell@curaj.ac.in/ Phone no. ICT Cell 01463-238517 or Joint Registrar (F) 01463-238591.

ANNEXURE-III

GENERAL TERMS & CONDITIONS OF THE CONTRACT

1. Rates quoted shall be **valid for a period of 120 days** from the date of opening of the Technical Bid.
2. The authorized signatory of the firm should sign all pages of the tender document as a token of their acceptance. Any deviation or departure, if desired by the bidder, is to be clearly mentioned giving item No and page No and reason for deviation/departure in **Annexure-IV** attached for this purpose and they can add more sheets in the same format as per their requirement.
3. **The University reserves the right to call the Resident Engineers on Saturday and Sunday, if required, at any point of time. No extra payment shall be made for the same.** Saturdays / Sundays should be utilized primarily for the maintenance purposes, where shutdown is required, in consultation with the ICT cell of the University
4. The Service Provider/Contractor shall provide tools and equipments required for the maintenance purposes.
5. The Service Provider/Contractor will be responsible for the safety of his staff during the performance of their duty at the University site and University will remain indemnified for any claims.
6. In case, performance of any staff is not found up to the mark and not able to work properly, he will have to be changed as per the instruction of the University.
7. The University will have the liberty to discontinue the contract at any time by giving **One month's notice** without assigning any reasons. The Service Provider/Contractor will hand over the whole premise in good condition after expiry of the contract. In case of any problem with the Computer hardware and peripherals the Service Provider/Contractor representative shall keep informed to ICT Cell of the University.
8. In case of Service Provider/Contractor backing out during the contract period without any explicit consent of the University, he will be liable to Forfeiture of Security Deposit.
9. The Service Provider/Contractor shall not sublet the Comprehensive Annual Maintenance Contract to any other company / firm.

10. Service Provider/Contractor shall be solely responsible for payment of salaries to his personnel that might become applicable under any law or new government order. Central University of Rajasthan shall have no liability whatsoever in any manner.
11. Service Provider/Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and will bring back the system to its original condition.
12. The Service Provider/Contractor resident engineer is required to follow the Institute security norms strictly. They may be required to give photographs and other details, if required by the University.
13. It must be ensured by the Service Provider/Contractor that no damage/loss shall be caused to the properties of University by their act.
14. Tender application without complete documents / information shall not be considered.

DEVIATION SHEET

SCHEDULE OF DEPARTURE FROM SPECIFICATIONS

(Deviation from tender conditions may be mentioned clearly giving clause No. of items, page No and ANNEXURE No to co-relate. Major deviations may cause rejection of tender.)

Sl No	Item No and Page No	Details of Departure	Reason for departure

Seal & Signature of Tenderer

PRICE BID

ANNEXURE-V

Comprehensive Annual Maintenance Contract of Desktop Computers, Servers, Laptop, Printers, LCD Projectors etc.

PRICE BID

(Financial bid should be submitted on this sheet only. However this blank format should also be sealed and signed and be attached along with technical bid as a token of acceptance. However no price should be revealed in the technical bid.)

S.No.	Item Description	Qty.	Compliance Yes/No	Deviation (if any)	Price per Unit	Amount per year	Remarks
1	HP Laptops - HP Compaq 6730b	03					
2.	HP Laptops - HP Compaq 2730p	01					
3.	Sony Laptops – Sony VIO VPC EB1AGB/B	20					
4.	Dell Latitude E5410-	30					
5.	Dell Latitude E5420	35					
6.	Dell Latitude E5430	14					
7.	Dell Vostro 2520	18					
8.	Lenevo Z-50-70	15					
9.	Desktop – HP Compaq dc7900 Convertible Minitower	58					
10.	Desktop – HP Compaq 8000 Elite Convertible Minitower	43					
11	HP Compaq 8200 Elite	85					
12	HP Compaq 8300 Small form factor	268					
13	HP DX 2000 Series	4					
14	HP Compaq 3000 Series (HP 3090) C2D	09					

15	HP Elite Desk 800GI Small form factor	12					
16	Acer Variant M-200 (Warranty will expire in October 2019)	03					
17	Dell Opti Plex 9020 (Warranty will expire in July 2019)	05					
18	HP ProLiant ML 350 (Web Server)	01					
19	IBM Server X3300 M4	01					
20	Dell Power Edge T430 (Warranty will expire in September 2019)	01					
21	Dell Power Edge R820 (Warranty will expire in September 2018)	01					
22	Printer – HP 2727 MFP	02					
23	Printer – HP 3015Dn	05					
24	Printer – HP Laser Jet 1007	01					
25	Printer –HP MFP 1005	16					
26	Printer – Kyocera , Ecosys FS-1020 MFP	35					
27	Zebra Printer p330i (I-Card Printer)	1					
28	HP LaserJet Pro M1536dnf MFP	48					
29	EPSON L310 Printer	01					
30	EPSON L805 Printer (Warranty will expire in January 2019)	01					
31	HP LaserJet Pro 252dw	01					
32	Epson EB-825	06					
33	SANYO XK3010	05					
34	Panasonic LCD Projector – LX30H	31					

35	Panasonic LCD Projector – Vx505N	01					
36	Sony VPL-EW246	09					
37	Hitachi –CP-X4015 WN	04					
Total							
GST (as applicable)							
Grand Total							

Note:

1. Price inclusive of all taxes & duties other than GST.
2. The quoted prices are valid for **120 days** from the date of opening of the Bid.
3. The contract period will be initially for one year unless prematurely closed as per clause mentioned elsewhere in the tender. The contract can be extended for a further period of 02 years on year to year basis based on satisfactory performance of the contractor and discretion of the university authority.
4. The tender not fulfilling the Central Minimum Wages criteria as per Ministry of Labour, Govt. of India, for Bandar Sindri, Kishangarh, Distt-Ajmer –shall be rejected.
5. GST% (percentage) and amount not specified in Price-Bid will be treated as inclusive and value of work will be calculated on reverse calculation basis.
6. The rate (%) and amount of GST applicable should be mentioned very clearly.
7. The bidders are strongly advised to go through the complete bid document, visit the site before quoting their rates.
8. Number of Desktop Computers, Servers, Laptops, Printers, LCD Projectors can be increased or decreased at any point of time during the contract period.

Signature of the Tenderer and seal
(Name & Designation of the authorized signatory)

Annexure-VI

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & Attested by Public Notary / Executive Magistrate on Rs. 100/- non judicial Stamp paper by the bidder)

I / We _____ Manufacture / Partner(s)/ Authorized Distributor /agent of M/S. _____ hereby declare that the firm/company namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We _____ Manufacture / Partner(s)/ Authorized Distributor / agent of M/s. _____ hereby declare that the Firm / company namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender / contract will be rejected / cancelled by the Central University of Rajasthan and EMD / SD shall be forfeited.

In addition to the above, Central University of Rajasthan will not be responsible to pay the bills for any completed / partially completed work.

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)