GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI

# DELHI TECHNOLOGICAL UNIVERSITY

(FORMERLY DELHI COLLEGE OF ENGINEERING) Ph. 27871018

SHAHBAD DAULATPUR: BAWANA ROAD: DELHI-110 042

No. F. DTU/211/21-01/15-16/SP Dated:

**NOTICE INVITING TENDER**

E- Tenders along with illustrated literature/leaflets for the supply/execution of item(s)/stores/work detailed below are invited from the Manufacturers or their Authorized Distributors/dealer only in two-bids system**(the bidder should be registered with the Delhi VAT Department and carry a valid Tax Identification Number issued by it to ensure that the delivery of goods is made from Delhi against a sale invoice issued from Delhi only)** through 'e' procurement solution only as per the guidelines and terms & conditions given in tender document - details of the NIT along with terms & conditions, specifications etc. can be seen/downloaded at/from the website.

The interested tenderers should upload duly signed tender form and their bids along with scanned copies of all the relevant certificates, documents etc. in support of their technical & price bids – all duly signed - on the: https://govtprocurement.delhi.gov.in. latest by **23/12/15 up to 2.30 P.M. An index prepared after pagination of all documents may also be uploaded** The technical bids will be opened online on **23/12/15 at 3.00 P.M** {those bidders only whose original instrument of EMD amount is dropped in Tender Box placed in the office of Officer In-charge (S&P)} in the presence of the bidders who wish to be present and will also be displayed on the website. For participation in the tender through e-procurement solution, the tenderers are required to have digital certificate and get registered with application Service Provider NIC.

Tender document is also available for viewing on the website of Delhi Technological University, Delhi at www.dtu.ac.in

Yours faithfully,

EMD: Rs. 30,000/-

Officer In-charge (S&P)

| S.NO. | DESCRIPTION | QTY. |
|---|---|---|
| 1. | Supply of Ultra –Pure Water Purification Systemns (As per specification) | 01 No |
| 2. | Charges of Comprehensive Annual Maintenance Contract Beyond Warranty Period (Rates to be quoted on yearly basis) | 3 Years |
| 3. | Supply of Double beam UV-VIS Spectrophotometer ( As per specification) | 01 No |
| 4. | Charges of Comprehensive Annual Maintenance Contract Beyond Warranty Period (Rates to be quoted on yearly basis) | 3 Years |

Specifications on next page…

# Technical Specification

| S No | Description | Reqd. Qty. |
|---|---|---|
| 1 | **Ultra-pure Water Purification System**<br>• Integrated system to produce Type I, II, and type III grade ultra-pure Analytical water<br>• Cartridge life monitoring and alarm<br>• Built in feed water booster pump and additional recirculation pump for type I water<br>• Three stage pre filet set (10µm AC, 1.0µm, anti-scale conditioning)<br>• Feed water pressure range: 5-90psi<br>• 60 Litres PE Tank with water level sensor, Gas vent filter, Auto tank fill cut-off<br>• Power Supply: 200-240V<br>• One year warranty<br>**Type III Product Water Quality**<br>• Production rate: 10L/hour<br>• Ionic removal: >99%<br>• TOC: <30 ppb<br>• Silica Rejection: >99%<br>**Type I & II Product Water Quality**<br>• Production rate: >2.0L/hour (Type I)<br>• Production rate: >4.0L/hour (Type II)<br>• Conductivity: < 0.05µS/cm<br>• TOC: <3.0 ppb<br>• Microorganisms: < 1.0cfu/ml<br>• Particles (>0.22µm): < 1/ml<br>• DNASE/RNASE: -Nil- | **01 No** |
| 2 | **Double Beam UV-Visible Spectrophotometer**<br>• Wavelength Range: 190-900 nm<br>• Variable bandwidth of 0.1, 0.2, 0.5, 1.0, 2.0, 5.0 nm<br>• Detector: PMT<br>• Photometric range:-4.0 - 4.0 Abs<br>• Stray light: < 0.01%T<br>• Automatic wavelength correction (atleast ±0.3nm)<br>• Photometric accuracy: ±0.002 Abs<br>• Baseline flatness: 0.001 Abs<br>• Completely sealed sample compartment to prevent spillage<br>• Automatic 8 cell cuvette holder<br>• Two pairs each of quartz and glass cuvette (10mm)<br>A work-station laptop (preferably DELL/HP) with latest configuration with supporting software for UV-VIS | **01 No** |

(TO BE SUBMITTED ALONG WITH TECHNICAL BID)

**TENDER NOTIFICATION NO: ----------**

Phone No:- 27871018

U N D E R T A K I N G

The Registrar,
Delhi Technological University,
Bawana Road,
Delhi-110042

We the undersigned (herein after called as Contractor/Vendors/Suppliers) hereby offer to execute supply of items as per specification against which we have quoted over rates and for which this tender may be accepted at the rates stated there in and subject to the terms & conditions set forth for such items as may be ordered by the Registrar, Delhi Technological University or officer acting on his behalf.

**Date this _____ Day of_____**

**Signature of Contractor _____**

**Address_____**

_____

_____

## Guidelines/Procedure to be followed in introduction of 'e'-procurement solution:

**1**.**Payment of cost of Tender documents**: The collection of cost of Tender documents is dispensed away with, as there is no physical supply of tender documents and also to have absolute anonymity of bidder participating in e-procurement solution. The bidders can view/download the tender documents from the: https://govtprocurement.delhi.gov.in. .

**2.Submission of bids**: The bidders who are desirous of participating in 'e'- procurement shall submit their price bids in the standard formats prescribed in the Tender documents, displayed at : https://govtprocurement.delhi.gov.in. The bidder should upload the scanned copies of all the relevant certificates, documents etc. in the: https://govtprocurement.delhi.gov.in. in support of their price bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity and copies thereof may also be submitted in the office of the Officer In-charge (S&P), DTU along with original EMD before the specified date & time. In the event of the specified date for physical submission of EMD along with copies of bid documents is declared a holiday, the same will be received up to the appointed time on the very next working day. However, documents of the bidders downloaded online or requisitioned subsequently only will form the basis for deciding the tender.

**3**.**Payment of Bid Security (Earnest Money Deposit):** The EMD shall be in the form of the **BG/Fixed Deposit Receipt only** of a scheduled bank issued in favour of Registrar, Delhi Technological University, Delhi and the zerox copy thereof is to be scanned and uploaded along with the bid, and the original shall be sent to DTU so as to reach before the date & time of closing of the bids; failing which bid will be rejected. The Bid Security (EMD) of unsuccessful bidders will be discharged immediately after finalization of the order/contract without any interest. However, firms registered with NSIC etc., are exempted from submitting EMD provided such registration includes the item(s) they are offering are manufactured by them and not for selling products manufactured by other companies.

**4.Price Bid Opening**: The Price Bids of only technically qualified bidders (whose bids satisfy the prescribed technical specifications/parameters and have also submitted all requisitioned documents & EMD) will be opened online at the specified date & time and will subsequently be evaluated to determine the lowest bidder. The result will be displayed on the: https://govtprocurement.delhi.gov.in. which can be seen by all the bidders who participated in the tenders. There shall not be any negotiation normally. However, in exceptional cases, negotiations can be held with the lowest evaluated responsive bidder only. Counter offers tantamount to negotiations and shall be treated at par with negotiations.

**5.Processing of Tenders**: The concerned officer/officers will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.

**6**.**Payment of Performance Security**: The successful tenderer shall furnish a Bank Guarantee/FDR of the value of 05% of the basic cost of the item for a period of 60 days beyond the warranty period from a nationalized bank to ensure the satisfactory performance of item supplied. The performance guarantee is to be submitted at the time of installation / demonstration of equipments. In case the performance of the item is not found satisfactory, the amount of Performance Security will be forfeited & credited in university account.

**7**. **Participation of Bidders at the time of opening of bids**: Bidders have two options to participate in tendering process at the time of opening of Bids:

(i). Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process.

(ii). Bidders can visualize the process online.

**8.Participation Financial Rules for e-procurement**: The e-procurement system would be applicable for purchase of goods, outsourcing of services and execution of work as prescribed in GFRs.

OFFICER IN-CHARGE (S&P)
DELHI TECHNOLOGICAL UNIVERSITY,
SHAHBAD DAULATPUR, BAWANA ROAD,DELHI – 110 042

TERMS AND CONDITIONS

Procedure for submission of bids: The bidders who are desirous of participating in 'e'- procurement shall submit their technical and price bids in the standard formats prescribed in the Tender documents, displayed at: https://govtprocurement.delhi.gov.in. The bidder should upload the scanned copies of all the relevant certificates, documents etc. after page-numbering all documents and tender document and prepare an index thereof in the: https://govtprocurement.delhi.gov.in. in support of their price bids. The bidder shall sign on all the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity and copies thereof may also be submitted in the office of the Officer In-charge (S&P), DTU along with original EMD. However, documents of the bidders downloaded online or requisitioned subsequently only will form the basis for deciding the tender.

1. Manufacturers (OEMs) or their Authorized Distributors only should submit their bids.
2. ALTERATION IN THE SPECIFICATION.
   (i) The specifications mentioned/issued with this form of tender must not be altered by the Suppliers.
3. INCOMPLETE TENDERS
4. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information/documents, as asked for in the NIT, or submission of a bid not substantially responsive to the NIT in every respect, will be at the Bidder's risk and may result in rejection of its bid.
5. CANCELLATION OF TENDER/ CONTRACT/ IN PART OR IN FULL IN CASE OF DEFAULT IN CONTRACT/SUPPLY:
   If the Supplier, in the opinion of the Institute, fails or neglects to comply with any of the terms & conditions forming, part of the order issued, the head of institute shall without prejudice to any other right or remedies under the contract, has the right to cancel the contract /order by giving 15 days notice in writing to the Suppliers/firms without being liable to pay compensation for such cancellation.
6. Tender shall be uploaded as per guidelines indicated for e-procurement solution.
7. Demonstration of equipments has to be arranged by the suppliers, if desired by the institute. The technical committee may visit production facility if so desired for sample verification.
8. **The quotation should be valid for a period of one year from the date of opening of the tender**.
9. Rates are to be quoted in INR (Rupee terms) only and any revision thereof is not allowed after the tenders have been opened.
10. The delivery period should be clearly mentioned against each item, incase, the items are not readily available, ex-stock offer will be preferred.
11. Rates should be quoted F.O.R Institution. Taxes and Duties namely Sales tax/VAT/Custom Duty (against Custom Duty Exemption Certificate)/Excise Duty should be mentioned clearly.
12. Consignment will not be insured at the Institute/University Cost.
13. **Bidder, if is not the Original Equipment Manufacturer (OEM), must submit OEM's or their Distributor's Authorization to quote/sell the product(s).** Preference will be given to quotation pertaining to indigenous products. However, where suitable substitutes are not available and item need to be imported the following clarification/information should be given.
    - Whether the item will be imported by the intended tenderers against its own import license or university will have to provide Custom Duty Exemption Certificate (CDEC).
    - Name and address of the foreign supplier, make & model of the offered product and authorization to sell from OEM or their Distributor/Authorized Chanel Partner.
    - Delivery period including information about mode of dispatch and possible duration (after dispatch) for receipt of item at the port.
    - Whether the item required any special preparation for installation. In case yes, full details should be given regarding operation maintenance of the items.
    - In case of costly/sophisticated items whether the tenderers will arrange any special training regarding operation / maintenance of the items.
    - Nature of assurance for the supply of spares after the warranty period.
14. The payment will be made within 30 days after the successful demonstration/installation of the equipment and fulfilling of other obligations (like training etc., if any) as per the purchase/work order, against a Bill/Invoice; containing therein details of goods delivered/services performed.

Rejected items/goods should also be removed within 30 days after which no responsibility will be accepted by University.

15. In the event of the item(s) being imported product(s), Custom Duty Exemption Certificate (CDEC) will be issued by the University on the written request of the supplier; who, in turn, will furnish copies of relevant Customs Related Documents namely Airways Bill, Packing List, TR-6 challan etc. along with Bill/Invoice.
16. Conditional quotations and/or incomplete quotations in any respect will be rejected.
17. In case you cannot quote for one or more of the items asked for in the tender the word "NOT QUOTED" (in the rate column) should be indicated.
18. The specification of the item quoted by the firm should confirm to the University specifications. Confirmation, in this respect should be specifically mentioned in the tender. Where the tenderer feels that the specification of the item not fully given or differ, from the specification of the item mentioned by the university, the exact specification of such item should be attached with the tender indicating the item quoted.
19. The Firm is required to link the University specifications with catalogues & leaflets/literature and also **mention Make and the Model for each item**. Detailed features, for compliance of specification should be provided on specification sheet & appropriate reference i.e. page no. & para of literature, leaflet wherefrom the relevant information has been checked, should be indicated.
20. EARNEST MONEY:- EMD should be attached with the technical bid**.** The EMD shall be in the form of the **BG/Fixed Deposit Receipt** of a scheduled bank issued in favour of Registrar, Delhi Technological University, Delhi. Zerox copy thereof is to be scanned and uploaded along with the bid, and the original instruments shall be sent to DTU so as to reach before the date of closing of the bids. Failure to furnish the original instrument before the closing of the bid, will entail rejection of bid and blacklisting. **If the tenderer after acceptance of the tender refused to take up the purchase order, his Earnest Money will be forfeited**. Any tender received without / less Earnest Money deposit shall be summarily rejected.
21. The Purchase Order/Contract will be awarded to the successful Bidder whose bid has been determined to be responsive and has been determined to be the lowest evaluated bid, provided further the Bidder is determined to be qualified to execute the Order/Contract satisfactorily.
22. There shall not be any negotiation normally. However, in exceptional cases, negotiations can be held with the lowest evaluated responsive bidder only. Counter offers tantamount to negotiations and shall be treated at par with negotiations.
23. The Competent Authority reserves the right to reject any or all the tenders and annual the bidding process at any time prior to award of Contract, without assigning any reason, without thereby incurring any liability to the affected Bidder or Bidders, and his decision will be final.
24. The supplies shall have to be made within the period specified in the purchase order failing which the order shall be cancelled and the Earnest Money will be forfeited. However, in exceptional circumstance and, on written request, from the supplier/tenderer, extension of date for supply of the material will be considered. Extension in supply period is at the sole discretion of the competent authority.
25. Service manuals, wherever available/ required, should be provided along-with the Equipments.
26. The University reserves the right at the time of award of PO/Contract to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, the quantities in the PO/Contract may be enhanced by 30% within the delivery period.
27. In the case of purchase of may items against one tender, which are not inter-dependent or where compatibility is not a consideration, comparison would be made on the basis of prices quoted by the firms for identifying the lowest quoting for each item.
28. WARRANTY: **All products must have a minimum of One Year Warranty**. A Warranty Certificate should invariably be supplied along with the item at the time of delivery. If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the supplier shall rectify the defects, errors or omissions by repair or by partial or complete replacement on free of cost basis.
29. The Competent Authority reserves the right to levy liquidated damages up to 2% of the value of the order for delayed supply. If the supply is delayed beyond the extended period, the University reserves the right even to cancel the order and forfeit the EMD of the firm/ tenderer.
30. PERFOMANCE SECURITY DEPOSIT:- The successful tenderer shall furnish Performance Security Deposit of the value of 05% of the basic cost of the item in the shape of Bank Guarantee/FDR etc. from a nationalized bank pledged to Registrar, DTU, for a period of 60 days beyond the warrantee

period to ensure the satisfactory performance of item supplied. The performance guarantee is to be submitted at the time of installation / demonstration of equipments. In case the performance of the item is not found satisfactory and/or the Supplier fails to complete its obligation under the contract/purchase order, the amount of Performance Security will be credited in University account.

31. DEFAULT: - In the event of default and unsatisfactory service of the contractor/Supplier firm, the DTU will be at liberty to repair/get the item serviced from other party at the cost of supplier/ contractor/ tenderer.
32. In case of software items, the suppliers should ensure that:-
    - Legal software is supplied in original sealed pouches / P. K. T.
    - A license agreement is enclosed with it.
    - A registration card is available for software.
33. FAILURE AND TERMINATION: - If the Contractor / Supplier fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, DTU may without prejudice to the right of the purchaser recover damages for breach of the contract.
34. The technical & financial bids of only those bidders will be opened who fulfill the eligibility criteria and whose documents are found in order. If any of the date earmarked for opening of technical or financial bids happens to be a holiday, the bids will be opened on the very next working day.
35. Terms & conditions for Comprehensive Annual Maintenance Contract (CAMC) will be as per Annexure -1.
36. For any query/clarification in r/o technical aspect of the enquiry, HOD ( Environment ) , DTU may be contacted.
37. Notwithstanding the provisions relating to extension of time, penalty and cancellation of tender/contract for default, the vendor shall not be liable for forfeiture of its performance security/ liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure (i.e. an event or situation beyond the control of the vendor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the vendor; such as wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc.). If the performance in whole or in part or any obligation under the contract is prevented or delayed by any reason of force-majeure for a period exceeding 60 days, either party may at its option terminate the contract by sending a written notice without any financial repercussions on either side.
38. The contract can be extended on mutual agreement for another year.
39. Disputes, if any, arising out of this tender shall be subject to exclusive jurisdiction of Courts of Delhi/New Delhi only.

OFFICER IN-CHARGE (S&P)
DELHI TECHNOLOGICAL UNIVERSITY,
SHAHBAD DAULATPUR, BAWANA ROAD,DELHI – 110 042

**ANNEXURE-1**

## GENERAL TERMS AND CONDITIONS OF COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

1 The Contractor/Vendor shall have to follow all the instructions given from time to time by the Competent Authority or person nominated by him/or Lab-in-Charge/HOD concerned, as the case may be.

2 The Contractor/Vendor shall maintain a log book register for the routine instructions and shall maintain record of attendance, repair, replacement, service etc and remarks of the lab-in-charge. This register is to be submitted while claiming quarterly AMC charges.

3 The Contractor/Vendor shall be liable to pay compensation for any loss or damage caused to the property of the University under the contract.

4 The Contractor/Vendor shall comply with all instructions/direction/rules and regulations of any statutory authority and discharge all obligations, imposed upon him by the statutory authorities or under any law and shall indemnify the University and officers/employees from any claim or consequences/damages for any lapse or non compliance thereof.

5 The Contractor/Vendor will be responsible for any accident or mishap or death of workers engaged by the Contractor/Vendor and any claim made on this account will be paid by the Contractor/ Vendor, who will also indemnify the University from any claim in this regards.

6 The Contractor/Vendor and his worker shall abide by the rules and regulations of the University as well as directions/instructions issued by the authorized officer or on his behalf by the authorities from time to time and violation of which may result in cancellation of the contract.

7 In the event of infringement of any law by any of his workers, Contractor/Vendor shall be under obligation to change the worker immediately on the instruction of the University authorities.

8 All necessary requirements under the labour Act, EPF Act etc. for the performance of the contract if required will have to be arranged by the Contractor/Vendor. The University in no way will be responsible for any violation of these acts in case the Contractor/Vendor has the required certificate, under the provision of said Acts he may enclose the copy of the same with the Contract.

9 **PERIOD OF CONTRACT:-**

9.1 The contract will be awarded for period of 3 years from the date of execution of agreement. However, initially the contract shall be for a period of one year and renewed further on yearly basis subject to satisfactory performance report and recommendation for the same from the lab-in-charge and Head of the Department (HOD) of the University on the written request of the contractor three months before the expiry of the contract. The satisfaction of the University in this regard shall be final. The Contractor/Vendor will have to continue the work even after the completion of contract till the time new arrangement is made by the University. The University will forfeit the security deposit in the event of abandonment of contract by the Contractor/Vendor before the one year from the date of execution of agreement.

10. The agreement shall be renewed on the terms and conditions mutually acceptable to both the parties

11. **PLACE**

The place of maintenance of the equipments will be the installation site at the University. In the event of any major break down when repair can not be carried out at the University, the defect will be got rectified at any service center as the Contractor/Vendor may think proper after approval of the University but the dismantling, packing, forwarding, transportation and insurance charges etc, if any, would be borne by the Contractor/Vendor.

12. **SECURITY DEPOSIT:-**

10% of the annual contract value shall be submitted by the Contractor/Vendor as Security Deposit in the form of Bank Guarantee/FDR of any nationalized bank in favour of the Registrar, Delhi Technological University, Delhi, valid for a period of 38 month within 15 (Fifteen) days from the date of award of bid by the University. The University shall be entitled to claim/adjust any due amount from the said security deposit on or before completion of contract period.

13. **PAYMENT**

13.1. The payment will be made on quarterly, subject to satisfactory performance during the quarter. i.e. 25% of annual contract + taxes will be paid after every three months.

13.2. No claim for any price escalation during contract shall be entertained.

13.3. The Contractor/Vendor shall be entirely responsible for all taxes, duties, license fees etc. incurred until the completion of contract. However taxes, as applicable, will be paid by the University.

14. **SCOPE OF WORK**

**14.1. The details of equipment for Comprehensive Annual Maintenance Contract is given above.**

14.2. The repair/reconditioning of spares shall be allowed in exceptional circumstances after approval from the Registrar.

14.3 The equipments covered under the contract shall be repaired and rectified on site as and when the same is out of order. The cost of the original spares required for maintenance of equipment shall be borne by the Contractor/Vendor.

14.4 The Contractor/Vendor will ensure 4 (four) Nos. of preventive maintenance of all the equipment and accessories as per the schedule and all breakdown calls. In case schedule for any of the equipment is not available, the maintenance work will be carried out as per the instructions of the Lab-in-charge HOD.

14.5. The Contractor/Vendor will attend all type of minor or major breakdown immediately.

14.6. The service engineer of the Contractor/ Vendor shall be required to enter each and every repair done in the logbook duly counter signed by HOD/In-charge Supervisor of Department.

14.7. The routine maintenance shall be carried out in the day shift in presence of Lab-In-charge of Department and shall be recorded in the logbook.

14.8. Separate logbook for each equipment shall be maintained. The logbooks shall be put up to the Lab-In-charge of Department.

14.9. The Contractor/Vendor shall have to arrange at site all the necessary tools, measuring devices, etc. necessary for the repair of the equipments. Also he will maintain at site the necessary spare-parts/consumables required for maintenance/repair.

14.10. The cost of all the electrical spares related to equipment and accessories including repairing of electrical motors etc. will be borne by Contractor/Vendor.

14.11. This contract does also cover all consumables and accessories like gaskets, grease etc.

14.12. If spare part is required to be imported, such imports shall be the responsibility of Contract/Vendor.

14.13. The Contractor/Vendor will have to sign prescribed agreement along-with terms & conditions on 100 Rupees stamp paper.

15. **DOWN TIME**

15.1. For the purpose of calculation of down time, breakdown time shall be calculated on hourly basis.

15.2. Payment of Comprehensive Annual Maintenance Contract (herein after referred as "CAMC") will not be made for the period specific equipment remains out of order for more than 5 days in a month due to any reason.

15.3. The Contractor/Vendor shall be given total breakdown time of 5 days for each equipment in a month. This period shall not be accumulated to next months. Also three days shall be allowed to Contractor/ Vendor in a year for overhauling of equipment. The Contractor/ Vendor shall have to plan and intimate the date for overhauling to lab-in-charge and HOD of the University well in advance.

15.4. The Contractor/Vendor will have to keep in stock regular spare-parts/consumables so as to replace immediately for the purpose of repair. The Contractor/ Vendor shall place it back after repairs. Old warn out spare parts will be property of contractor

16. **PENALTY.**

16.1. Any EQUIPMENT remaining unattended beyond 24 hours or out of order beyond 5 days from receipt of complaint; then AMC period for unit will be extended to twice time that of breakdown period and a suitable penalty on per day basis will be imposed & deductions will be affected from the next due payment.

16.2. Four Nos. of Preventive Maintenance Services (PMS) per year will be provided on quarterly basis i.e. One every 90 days. If there is delay in providing PMS, the AMC period will be extended with same period that occurred to provide PMS, so that PMS schedule is maintained as per AMC.

16.3 If the system failure occurs due to electrical fault from DTU, the penalty shall not be levied.

17. **STAMP DUTY:-**

Stamp duty leviable on agreement to be executed between the University and Contractor/ Vendor shall be borne by the Contractor/Vendor.

18. **NOTICE PERIOD FOR ABANDONMENT OF CONTRACT:-**

Either party shall be entitled to abandon the contract after serving three month notice in writing to the other party regarding abandonment of contract. However, the Contractor/ Vendor given the contract shall have to continue the work even after expiry of the notice period of three months till an alternative arrangement is made by the University. No compensation of claim in the event of such abandonment shall be admissible to the Contractor/ Vendor.

19. **DISPUTE:-**

19.1 If any dispute or difference arises between the parties relating or concerning or to interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties as far possible by mutual discussion and consultation between themselves, whether the same has arisen during the subsistence of the contract or thereafter. In the event of any dispute or differences arising in connection with the contract arising out of this contract whether during the subsistence of the contract or there after not being settled in aforesaid manner, the matter shall be referred to the Vice- Chancellor Delhi Technological University or his nominee not below the rank of Deputy Registrar for arbitration whose decision shall be final and binding on both the parties. The proceedings before the arbitrator would be governed by the provision of the **ARBITRATION AND CONCILIATION ACT, 1996.** Venue of Arbitration shall be at Delhi.

19.2 The courts shall have exclusive jurisdiction in all matters arising out of this Contract Delhi courts only.

20. **TERMINATION OF AGREEMENT**:

20.1 After giving opportunity of being heard to the Contractor/ Vendor, University may terminate/cancel the agreement on the following grounds:-

A- Breach of any or all terms and conditions of agreement.

B- Non-performance or unsatisfactory performance of work executed by the Contractor/ Vendor.

C- If at any time document or information furnished with Tender is found forged or fabricated during the subsistence of the contract.

21. **Force Majeure**

21.1 The purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor/University and not involving the Contractor fault or negligence and not foreseeable. Such events may be excluded from the contract.

21.2 If a Force Majeure situation arises, the University shall intimate to Contractor/Vendor and Contractor/Vendor shall promptly notify the University in writing of such condition and the cause thereof.

**ANNEXURE-2**

*(This page will be on Rs.100/- stamp paper, provided by Contractor/ Vendor)*

**COMPREHENSIVE ANNUAL MAINTENANCE AGREEMENT BETWEEN:**

**DELHI TECHNOLOGICAL UNIVERSITY**
**SHAHABAD DAULATPUR, BAWANA ROAD DELHI 110042.**
**(Herein after referred to as "CUSTOMER")**

**And**

**M/s. ……**
**(Herein after referred to as "CONTRACTOR")**

**Whereas the CONTRACTOR has agreed to provide and the CUSTOMER has agreed to accept from the CONTRACTOR Comprehensive Annual Maintenance Contract (CAMC) of ----------(Name of equipment) at DTU, on the terms & conditions mentioned in Annexure-1.**

**For the period of : …….**/….. /…….. TO …….. /……. /…….

**for on behalf of CUSTOMER for on behalf of COMPANY**

| | |
|---|---|
| **Name** _____<br>**Designation** _____<br>**Place** _____<br>**Date** _____ | **Name** _____<br>**Designation** _____<br>**Place** _____<br>**Date** _____ |

…… ……

**(Signature of Customer)** **(Signature of Company)**

CHECK LIST OF DOCUMENTS TO BE SENT WITH TECHNICAL BID.

| S.No. | Particulars of documents | Page no. | No. of pages |
|---|---|---|---|
| 1. | Proof of EMD (mention amount with instrument number and date) | | |
| 2. | Proof of PAN no. (mention no……) | | |
| 3. | Proof of VAT/Sales Tax Registration No and VAT Return copy of fourth quarter ( January to March ) for last three financial year date of tender. | | |
| 4. | Brochure/Leaflets/Technical Information, including Make & Model, Imported/Indian of the item(s) | | |
| 5. | UNDERTAKING as per page no. 3 of Tender Document, duly signed. | | |
| 6. | Technical specifications, terms & conditions and delivery period etc. to be submitted on firm's letter head | | |
| 7. | Warranty Certificate from manufacturer or authorized dealer of manufacturer | | |
| 8. | P.Os Copies having executed similar items/order copy only With at least 3 financial years date of tender.( minimum one purchase order copy Per financial year ) | | |
| 9. | Authorization Certificate from Original Equipment Manufacturer (OEM) or their Distributor/authorized dealer to quote/sell the product, in case the Bidder is not the OEM | | |

Note: All copies of above documents should be duly signed and stamped by the tenderer before uploading.

Signature of tenderer: ……..
Name: ……...…..……..
Name of firm: ……..
Telephone No…….

# I N D E X

| S.No. | Particulars of documents | No. of pages |
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