

*Tender Document*

**ANNUAL MAINTENANCE CONTRACT OF  
ICT SMART CLASS ROOMS  
AT  
CENTRAL LIBRARY BUILDING, GROUND  
FLOOR, JAMIA HAMDARD, NEW DELHI**

List of Documents:

1. Tender Document : Doc-I
2. Technical Bid: Doc-II
3. List of equipments and Financial Bid: Doc-III



**JAMIA HAMDARD**  
Hamdard Nagar, New Delhi – 110 062

**Price: Rs. 2500/-**  
**Rupees Two Thousand Five Hundred**  
**(Non-refundable)**

**TENDER DOCUMENT FOR  
ANNUAL MAINTENANCE CONTRACT  
OF ICT SMART CLASS ROOMS, AUDIO VISUAL SOLUTIONS WITH  
COMPLIANCE, CCTV CAMERAS AT JAMIA HAMDARD**

***Invitation to bid***

1. Quotations are invited for providing maintenance services for projectors, audio/video, CCTV cameras and etc. installed at smart class cluster, Jamia Hamdard, New Delhi. ICT Smart Class Rooms currently has (approx. 20) projectors, audio/video, CCTV cameras and etc
2. The details are as given in Annexure-A, B & C, Annexure – A (LCD Projectors, Screen (motorized and interactive), Annexure – B (Podium with Audio/video equipments), Annexure – C (CCTV Cameras and LCD/LED TVs, Centralized voice alarming systems) with amplifier and mic (Bosch) CD player (Samsung). The actual number may either increase or decrease at the time of start of contract or during the year.
3. Any of the above mentioned systems may be withdrawn at any time during the period of contract; Maintenance charges for such equipment will be payable at pro- rata basis. Similarly equipment can be added during the period of AMC and maintenance charges will be paid pro-rata basis.
4. The maintenance support vendor (hereafter referred to as “vendor” in this document) is required to submit the technical and financial bid in two separate sealed covers clearly super scribed “Technical Bid” and “Financial Bid”. The quotations in a sealed cover super scribed "Quotations for the Annual Maintenance" of ICT Smart Class Room should reach Registrar, Jamia Hamdard, Hamdard Nagar, New Delhi 110 062 **latest by 05-11-2021 till 3:00 p.m**
5. Quotations will be opened on the same day at **4:00 p.m** in the presence of such bidders or their duly authorized representatives as may be present. As a token of acceptance of all the terms and condition mentioned in this document, the bidder is required to sign all pages of this document and return the same along with their bid. Tenders of unsigned documents will be rejected. The price bid of those bidders will be opened who fulfill all the requirements of the technical bid.

## ***Description of the Work***

1. The maintenance services will consist of
  - a) Attending to complaints raised by various individuals of Abdul Mueed Smart Class Rooms users, Jamia Hamdard on daily basis.
  - b) Onsite preventive and corrective maintenance
  - c) The maintenance contract will include necessary repairs to the installed equipments and replacement of defective/damaged parts, components and other accessories free of cost i.e., Podiums with accessories, CCTV, Projectors, and Board Room Audio Video equipments (speakers, hand mic with charger, collar mic/wireless pin microphone, document reader, converters/switches, adapters etc.) including Video Conferencing, CISCO tabs, Barco system, Ipad and motorized screen etc.
  - d) The vendor shall create an online system of complaint logging, redressing and feedback windows on [www.jamiahamdard.ac.in](http://www.jamiahamdard.ac.in) at its own cost.
2. The contract will be initially for one year. The contract may be renewed for a further two years, one year at a time, at the discretion of Jamia Hamdard and based on satisfactory services provided by the vendor.
3. The maintenance services will be provided on all working days from 0900 h to 1800 h (Monday to Saturday).
4. Provision of availability of service engineers on Sundays or other holidays should be made in case of exigency.
5. Additional engineer(s) may be deputed at Jamia Hamdard in addition to the above resident engineers whenever there are more workload/complaints to rectify the equipment within the stipulated response time.
6. All Podiums, peripherals, accessories and their parts as mentioned in Doc III will be covered under this maintenance contract.
7. The parts/accessories/components/converters/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems. Except consumables like Batteries, Cables (VGA, HDMI, etc.).
8. The equipments that are not serviceable by the vendor due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The decision of Jamia Hamdard regarding non-availability and obsolescence of technology will be final. Withdrawal of such systems shall be communicated to the vendor and equivalent maintenance charges shall be deducted from the amount due to the vendor.
9. Qualification and experience of the resident engineers/technicians shall be agreeable to Jamia Hamdard. No frequent replacement will be allowed.

**Scope of work of Comprehensive Annual Maintenance Contract:**

Maintenance: Preventive, remedial maintenance and repair of Podiums, accessories, audio video equipments, LCD Projectors as listed in Annexure-A, B & C.

The AMC will be comprehensive and services will be required to be rendered by the successful bidder herein after called the vendor at Jamia Hamdard University site.

***General Conditions***

- (i) The Jamia Hamdard reserves the right to accept or reject summarily any or all tenders in whole or in part without assigning any reason whatsoever, or increase or decrease of quantities of any item of the work and the successful tenderer shall perform the same at the rate quoted.
  - (ii) The Jamia Hamdard takes no responsibility for delay, loss or non-receipt of a quotation after dispatch.
  - (iii) Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in form of crossed demand draft/pay order in favour of *Jamia Hamdard* shall be deposited at the time of submission of tender, as a part of the Technical Bid. Tender received without EMD shall be summarily rejected.
  - (iv) The vendor must be registered with the Registrar of Companies and with the Delhi Sales Tax Department for Works Contract Tax. Copies of necessary supporting documents must be attached.
  - (v) The vendor must be currently maintaining more than 18 Podiums, 20 LCD Projector, 9 TV, 29 CCTV Cameras with DVR-32 channels and Centralized voice alarming systems.
10. The company should have the experience of maintaining ICT Smart Class Rooms in any central Government department/PSU/Autonomous Institute for more than one year along with complete maintenance of audio video equipments in NCR.
  11. The company should have at least Rs. 50 lacs of annual turnover from its services business only, in last two financial years. Turnover certificate from Chartered Accountant to be enclosed.
  12. The company should have adequate physical infrastructure to support AMC project like in house test and repair center at Delhi.
  13. The company should have ISO certificate for service support.
  14. The firm shall be registered under company Act. It shall also be registered with income Tax, Service Tax and Sales Tax.
  15. The Tenderer shall submit unnamed bio-data with qualifications and experience of professionals that the company to depute for the above mentioned work. The service

- provider will place its own staff to render mentioned work. The service provider will place its own staff to render mentioned work. The service provider will place its own staff to render AMC services or will hire on its roll on contract basis co terminus with Jamia Hamdard contract. The arrangement should not be through any HR/Manpower company. The engineers of service provider posted at Jamia Hamdard will not be assigned any other jobs other than that of Jamia Hamdard during the contract period.
16. Service provider will provide mobile phone handsets to the Resident Engineer for connectivity with Jamia Hamdard.
  17. The service provider will not change/replace the professional staff personal proposed in technical proposal/accepted by Jamia Hamdard during the course of contract.
  18. AMC vendor should also ensure the available of other IT experts out of the AMC site and can be called whenever required for vertical support on the cost of vender.
  19. The down time of the equipments (Podiums, CCTV Cameras, Video Conferencing equipment, LCD Projectors, TVs(LEDs), Central Audio System) should not exceed 2 hours and won time for user equipment. Downtime should not exceed 4 hours from the time of lodging the complaint. In case the vendor fails to rectify the fault within 4 hours and 8 hours respectively for audio video equipments and user equipment from lodging the complaints, then the vendor will provide the standby unit of same configuration, in default thereof then the penalty will be imposed at the rate of Rs. 500/- and Rs. 1000/- per day. The amount will be deducted from the next quarter AMC amount.
  20. If AMC vender is not able to provide solution to any equipments within 8 hours and to any end user problem within 24 hours, Jamia Hamdard will reserve the right to ask any other vendor for specific work. The amount of expenditure incurred will be deducted from the AMC contractor.
    - The vendor shall provide a Bank Guarantee of 10% of the total value of AMC from a schedule bank or deposit with Jamia Hamdard equal amount i.e. 10% of the total value of AMC as a security money for due discharge of maintenance services. The security amount is liable to be forfeited in case the vendor not fulfills any of the conditions as per the AMC Tender documents.
    - The vendor must have satisfactorily executed in last 01 year minimum 2 AMC of ICT Smart Class.

### **Payment Terms:**

The payment shall be made after end of each quarter after getting the Performance report to be signed by Jamia Authorized person along with the daily service Call Reports to be signed by the end users. All taxes applicable on prevailing rates will deducted.

### **Liquidated Damage:**

If any complaint not resolved within 4/ 8 hours due to any reason a penalty of Rs. 500/- and Rs. 1000/- per day per system respectively will be imposed which will be deducted from the AMC payment for the next quarter.

### ***Security Deposit***

The contractor shall be required to deposit a sum equivalent to 10 percent of the total work order at the time of signing the contract as security deposit in cash/demand draft/term deposit or provide a bank guarantee for the said amount from a scheduled bank, pledged in favour of Jamia Hamdard, New Delhi.

No interest shall accrue on this amount. The Security amount shall be re-payable after one month of the expiry/termination of the contract after deduction of penalty/other dues, if any. The EMD of the successful bidder will be refunded after signing of the agreement and after deposit of security amount.

### ***Payment Terms and conditions:***

The payment to the contractor will be made on quarterly basis at the end of each quarter against invoice with PAN number, raised by the contractor and based on past performance. TDS, Service tax, WCT and any other applicable taxes as per prevailing rates, will be deducted before making the payment.

The maintenance charges quoted by the vendor per item shall be on yearly basis inclusive of all taxes and levies applicable. No escalation of prices shall be permitted on any ground.

### **Termination of Contract and Penalty**

The terms and condition of the contract would be as per the draft agreement enclosed in Doc-IV.

### **Jurisdiction**

The courts at Delhi alone shall have the jurisdiction in any matter arising out of relating to or touching this tender.

### **Arbitration**

All disputes arising out of this contract agreement will be settled by the sole Arbitrator appointed by Jamia Hamdard, New Delhi-110062 and the decision of the sole arbitrator shall be final & binding on both parties.

**Doc - II****Technical Bid**

The technical bid shall contain following information in a sealed cover super scribed “Technical Bid”:

1. Name, address, setup and status of the organization. Contact person with telephone number.
2. The bidder shall be a company registered with the Registrar of Companies and registered with Delhi Sales tax for Works contract Tax. *Document in support of registration with the Registrar of companies and with the Delhi Sales Tax Department for Works Contract Tax.*
3. EMD of Rs. **50,000/- (Rupees Fifty Thousand only)** in form of DD/pay order in favour of Jamia Hamdard, New Delhi
4. Details of testing and repair facility available with the company.
5. List of at least 2 qualified services engineers with details of qualification and having more than 2 years of experience in the relevant field as per the proforma enclosed. *The qualification and experience of resident engineer deputed to Jamia Hamdard will be verified. Copies of qualification and experience certificates to be enclosed.*

Sl. No.	Name	Technical qualifications	Area of specialization	No. of years of experience	Area of Experience	Date of joining the firm

8. Tender document (Doc-I) duly signed in each page.

**Doc – III****Financial Bid**

The financial/price bid should contain the quotation for maintenance charges per item in terms of yearly basis only, as listed below. Price quoted by the renderer shall be inclusive of all taxes and levies applicable. No escalation of prices would be permitted on any ground. The financial bid should be enclosed in a separate sealed cover super scribed “Financial Bid”.

**Equipment to be brought under maintenance contract at the time of the commencement of the contract**

**Annexure A****LCD PROJECTORS**

S. No	Equipments	Qty	Rate per year per equipment	Total
1	LCD Projectors (EPSON), Screen (motorized and interactive)	20		

**Annexure B****PODIUMS**

S. No	Equipments	Qty	Rate per year per equipment	Total
1	Podium with Audio/video equipments and accessories.	18		

**Annexure C****CCTV CAMERAS**

S. No	Equipments	Qty	Rate per year per equipment	Total
1	CCTV cameras (DVR with 32 channels)	29		
2	LCD/LED TVs	09		
	<b>Total (A)</b>	<b>38</b>		

**Total (A + B + C ):**

\_\_\_\_\_

**Less discount (if any):**

\_\_\_\_\_

**Net Total**

\_\_\_\_\_



*Note: Actual number of equipment may vary at the time of awarding of contract. For some of the equipment AMC will start during the year as stated above.*

**Doc-IV**

**Draft Agreement to be signed for Annual Maintenance Contract**

<Stamp paper of requisite amount>

**ANNUAL MAINTENANCE AGREEMENT  
FOR  
AUDIO VISUAL SOLUTIONS WITH COMPLIANCE & CCTV CAMERAS  
AT ICT SMART CLASS ROOMS**

This agreement is made on \_\_\_\_ Month Year between the **Jamia Hamdard**, whose Headquarters is located at Hamdard Nagar, New Delhi 110 062 hereinafter referred to as “**JAMIA HAMDARD**”,

and

M/s \_\_\_\_\_, a registered company with registered office at \_\_\_\_\_, Hereinafter referred to as “**Vendor**”, and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

**1. SCOPE OF THE AGREEMENT**

- 1.1 The maintenance services under the maintenance contract shall comprise of preventive and corrective maintenance of as per Annexure - I enclosed.
- 1.2 All the terms and conditions as mentioned in the Tender document, along with all the Annexure/Appendices as well as the technical bid and financial bid submitted in response to the tender notice invited by **JAMIA HAMDARD** form part of this contract.
- 1.3 The tasks of web designing/programming as well as the network/system administration will be carried out at JAMIA HAMDARD HQ only.
- 1.4 Maintenance services shall be provided at the following locations:

**JAMIA HAMDARD** Headquarters, New Delhi

Any other location at New Delhi/NCR where the above equipment is installed as indicated from time to time.

- 1.5 Any of the above systems (issued with the tender document) may be withdrawn at any time during the period of maintenance contract; maintenance charges for such equipment will be payable on pro-rata basis. Similarly equipment can be added during the period of maintenance contract and maintenance charges will be paid pro-rata basis.
- 1.6 The relationship between **JAMIA HAMDARD** and the vendor shall be that of the 'Principals' and the 'Maintenance service provider' or 'contractor'.

## **2. SCOPE OF THE WORK**

- 2.1 The maintenance services will consist of
- a) Attending to complaints raised by various users ( Lecture Theatres ( LTs), Board Room)
  - b) The maintenance contract will include necessary repairs with same make or higher quality parts/items to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost.
- 2.2 The maintenance service vendor shall provide maintenance services through one qualified experienced and competent resident engineer who shall stay at JAMIA HAMDARD HQ, New Delhi as indicated in item 1 (Resident Personnel) below. The role of the engineer shall be as follows:
- a) One support engineer for all LTs maintenance. The onsite engineer responsible for hardware maintenance should have expertise to cover all items.
- 2.3 The maintenance services will be provided on all working days from 0900 hrs to 1800 hrs (Monday to Friday). The vendor shall make the services of service engineers available on Saturdays, Sundays or other holidays in case of any exigency.
- 2.4 The vendor shall also carryout periodic preventive maintenance including external cleaning of equipments once every month, during days and timings convenient to the users.

## **3. GENERAL CONDITIONS**

- 3.1 JAMIA HAMDARD reserve the right to increase or decrease quantities of any item of the work and the vendor shall maintain the same at the rate quoted for similar item.
- 3.2 No transportation charges, what so ever shall be paid by JAMIA HAMDARD for any type of services.
- 3.3 It shall be the responsibility of the vendor to ensure that sufficient number of standby equipments/ components are kept at JAMIA HAMDARD-HQ to meet the stipulated response time.
- 3.4 The ICT equipment that are not serviceable by the vendor due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the

maintenance contract. The decision of JAMIA HAMDARD regarding non-availability and obsolescence of technology will be final. Withdrawal of such systems shall be communicated to the vendor and equivalent maintenance charges shall be deducted from the amount due to the vendor.

- 3.6 The vendor shall maintain adequate standby equipment of equivalent configuration for handling major repairs and requiring shifting of such equipment to their test and repair centre.

#### **4. RESIDENT PERSONNEL**

- 4.1 The role of the engineer shall be as follows:

a) One (1) support engineer for maintenance. The onsite engineer responsible for ICT/AV equipments maintenance should have expertise to cover all items of Podium, AV equipments and accessories, CCTV Cameras etc.

- 4.2 The service engineers deputed at JAMIA HAMDARD should possess at least a 2 years Diploma in relevant field or Bachelor's degree in Science or Engineering in Computer Science/IT/Electronics related discipline with at least 2 years of post qualification experience.

- 4.3 The vendor is required to provide evidence in respect of qualification and experience, which would be checked by JAMIA HAMDARD to see the suitability/competency of the service engineer.

- 4.4 The vendor and the resident personnel shall follow the system of monitoring the work and attendance of the service personnel as stipulated by JAMIA HAMDARD.

- 4.5 In the absence of any engineer/personnel, it shall be the responsibility of the vendor to depute another competent and experienced engineer during the period of absence of the designated resident engineer/personnel.

## **5. PAYMENT TERMS AND CONDITIONS**

- 5.1 The payment to the vendor will be made on quarterly basis in at the end of each quarter against invoice with PAN number, raised by the vendor and based on past performance.
- 5.2 TDS, Service tax, WCT and any other applicable taxes as per prevailing rates, will be deducted before making the payment.

## **6. PENALTY**

- 6.1 If the services provided by the vendor under this maintenance services contract are not to the full satisfaction of JAMIA HAMDARD, the maintenance contract may be terminated by JAMIA HAMDARD and the charges shall be payable only up to the period, till which the vendor has rendered satisfactory services. The decision of JAMIA HAMDARD in this regard shall be final and binding on the vendor.
- 6.2 In case of non-compliance with the contract, JAMIA HAMDARD reserves the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to the damages.
- 6.3 The maximum response time for repairing the system shall not be more than 08 hours and penalty for failure of the vendor to repair the system/providing equivalent standby equipment within the response time will be INR 1000.00 per system/sub-system per day.
- 6.4 The service engineer provided by vendor shall not be changed frequently. Only one change in respect of each resident engineer will be permitted during the year. For any subsequent change a penalty of INR 10,000.00 would be payable. However, if the engineer/personnel are found incompetent by JAMIA HAMDARD, the service engineer shall be changed by the vendor.
- 6.5 If the resident service engineer is not available for any reason, the vendor shall be responsible for deputing another competent and experienced service engineer for that period to ensure continuity in services. If the vendor fails to do so, a penalty of INR 4000.00 per day and INR 2000.00 per half day will be imposed for the period of absence of each service personnel.

## **7. ARBITRATION**

All disputes arising out of this contract agreement will be settled by the sole Arbitrator appointed by VICE CHANCELLOR, JAMIA HAMDARD, New Delhi and the decision of the sole arbitrator shall be final & binding on both parties.

## 8. COMMENCEMENT OF THE AGREEMENT AND TERMINATION

- 8.1 The contract will be initially for 1 **(one)** year from the date of signing of this agreement.
- 8.2 The contract may be renewed for one year, one year at a time, at the discretion of JAMIA HAMDARD and based on satisfactory services provided by the vendor.
- 8.3 This Agreement may also be terminated by **JAMIA HAMDARD** forthwith if at any time: the vendor fails to rectify major pending complaints that have become due and such failure continues for a period of thirty days.

**or**

the vendor commits any other breach of this Agreement if such breach is not remedied (if capable of remedy) within forty five days of receipt of notice specifying the breach and calling upon the vendor to remedy it.

**or**

the vendor goes into liquidation (not being a voluntary liquidation, for the purpose only of a bona fide reconstruction or amalgamation) or enters into any composition arrangements with its creditors or a receiver of its assets is appointed.

- 8.4 In case of any matter relating to terms and conditions not specified in this Agreement, the same shall be decided by mutual agreement of **JAMIA HAMDARD** and the **vendor**.

## 9. AGREEMENT AND WARRANTY

- 9.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.

9.2 The **vendor** and **JAMIA HAMDARD** represent, warrant and undertake that they have full powers and authority to enter into this Agreement and perform on the obligations they have assumed thereunder. The parties further represent, warrant and undertake that there are no restrictions what so ever preventing them from performing their obligations of entering into this Agreement.

## 10. NOTICES

- 10.1 Any notice to be given under this Agreement shall be in writing and sent by facsimile transmission or forwarded by registered post to the other party or its nominee, shall be deemed to have been given on the date of dispatch.

## 11. FORCE MAJEURE

11.1 If either party is affected by force majeure it shall forthwith notify the other party of the nature and extent thereof.

11.2 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of the obligations shall be extended accordingly.

## 12. APPLICABLE LAW

12.1 The Agreement shall be governed by Indian Law and both the parties consent to the jurisdiction of Delhi Courts in all matters regarding the Agreement.

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed by the hands of duly authorized representatives on the day, month and year first before written.

### WITNESSES

1.

Signed:  
For and on behalf of  
**JAMIA HAMDARD**

**Head (ICT Smart Class)**  
*Authorised Signatory*

2.

For and on behalf of  
M/s \_\_\_\_\_