Circular

Implementation of e-Tender

The Vice-Chancellor has approved that all the tenders related to Civil Work, whose estimated cost is equal or above Rs. 2.50 Lac, will be published through e-Tender mode only.

In this context, you are therefore, requested to kindly follow the guidelines as printed overleaf of this circular.

All the University Functionaries are requested to strictly follow the same.

(Prof. S.M. Jawed Akhtar)
Finance Officer

Distribution: (For information & wide publicity)
- All Deans of Faculties / Dean Students' Welfare/Proctor
- All Chairmen of the Departments of Studies
- All Director / Coordinator of the Centre / Institutes / Units / Cells / Sections
- All Head of Offices / MICs / OSDs.
- All Principals of Colleges / Polytechnics / Schools
- All Provosts of Halls of Residence / NRSC / Incharge Boarding Houses
- All Principal Investigator through their Head of Departments
- University Engineer / Electricity Engineer / Public Relation Officer / University Librarian
- All Joint Registrars / Joint Finance Officers / Joint Controllers
- All Deputy Registrars / Deputy Finance Officers / Deputy Controllers / Internal Audit Officer
- Assistant Registrar VCs / PVCs Secretariat
- All Assistant Registrars / Assistant Finance Officers / Assistant Controllers
- P.S. to Registrar / Finance Officer / Controller of Examinations & Admissions

Aligarh Muslim University, Aligarh
Guidelines regarding e-Tendering:

- The facility of e-Tendering is provided through Service Provider M/s ITI Ltd., Bengaluru through their platform https://amu.euniwizarde.com/.
- For using e-Tendering, at least two user id are required which can be created through Central Purchase Office by sending a request at afo.cpo@amu.ac.in from official email id based on AMU portal only. Others email id like gmail/ yahoo/ rediff etc. are not accepted.
- For each user id a Digital Signature Certificate is required.
- Nominal Charges for Digital Signature Certificate (Class 3 DSC with Sign + Encryption + Token for 02 Years): around Rs. 1750/- to Rs. 2750/- per DSC including all charges. The payment will be made at user department end.
- Visit website https://amu.euniwizarde.com/ E-Procurement portal's home page will be opened and view Live Tenders, Closing Today, Opened and Awarded Tenders.
- PRICING
  - Basic Pricing
    | S. No. | Particulars | Charges |
    |-------|-------------|---------|
    | 1     | Customize the Hardware/ Software according to procurement guidelines/ rules of AMU & Government and implementation of e-Tendering (Electronic Tendering) Software at AMU on ASP Basis for 01 Year | Free of Cost |
    | 2     | One time setup of website to host the tenders for 01 year | Free of Cost |
    | 3     | Human Resource Enablement the enablement/product training/ hand holding of users in AMU offices | Free of Cost |
  - e-Tendering processing charges: payable by Bidder/ Contractor/ Supplier etc.
    | S. No. | Particulars | Charges |
    |-------|-------------|---------|
    | 1     | e-Tender participation Fee: | |
    | 1 (a) | For each e-Tender participation of costing up to ₹ 6,00,000/- | ₹ 600/- + applicable GST |
    | 1 (b) | For costing more than ₹ 6,00,000/- | ₹ 600/- + applicable GST |
    | i     | For each e-Tender participation | ₹ 600/- + applicable GST |
    | ii    | from the successful/ awardee bidder | ITI will additionally collect 0.1% of the awarded value subject to a maximum of ₹ 7,500/- +GST as processing fee from the awardee bidder after adjusting the amount of ₹ 600/- + GST which is already paid by the bidder during participation. |
    | Annual Registration Charges | |
    | 2     | Annual Registration Charges in e-Tendering website for vendors / suppliers/ Contractors etc. | ₹ 2,000/- + applicable GST per Year |

- A training may also be provided to all the users by the Service Provider through Central Purchase Office.
- For more details, the user may contact with the followings:
  - Assistant Finance Officer, Central Purchase Office
    afo.cpo@amu.ac.in AMU Internal No. 1270/1271/1272
  - Mr. Mohd Tanweer Alam (Assistance Project Coordinator, M/s ITI Ltd.)
    ewizard.tanweer@gmail.com Mob: +919456668969
  - ITI Ltd. Help Desk
    (Timings = 10:00 AM - 06.00 PM, MONDAY-FRIDAY)
    ewizardhelpdesk@gmail.com 011-49606060

- Kindly visit on the following link regarding the copy of the agreement/MoU signed between AMU & M/s ITI Ltd. https://www.amu.ac.in/pdf/purchase/Agreement%20eTender.pdf
AGREEMENT/MoU FOR implementation of e-Tendering module In
Aligarh Muslim University (Aligarh Campus)

This agreement is made on 15-02-2020 at Aligarh Muslim University.

BETWEEN

Aligarh Muslim University, a Central University established under Aligarh Muslim University
Act of 1920, through its Registrar (hereinafter called "AMU"/"University")

AND

Nagapanda

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1. The authenticity of this Stamp Certificate should be verified at www.stampsindia.gov.in. Any discrepancy in the details on this Certificate and on the website renders it invalid.
2. The area of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy, please inform the Competent Authority.
M/s ITI Limited is Government of India Undertaking, Ministry of Communications and Information Technology, Government of India. ITI Limited having its Regional Office, 1st floor, East wing, Bangalore plant, Doorvaninagar, Bangalore - 560016 under Companies Act 1956 (hereinafter referred as “ITI”).

AMU & ITI are hereafter individually referred to as “Party” and collectively referred to as “Parties”.

AND whereas AMU hereby represents and warrants that it has full power and authority that would be required to enter into this agreement.

WHEREAS

AMU has engaged ITI to implement e-Tendering for their civil, electrical and other works/services/supply/procurement across the AMU (Aligarh Campus only) as Application Service Provider (ASP) on Public Private Partnership (PPP) model as detailed below:

I. PRICING
a. Basic Pricing

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Customise the Hardware/Software according to procurement guidelines/rules of AMU &amp; Government and implementation of e-Tendering (Electronic Tendering) Software at AMU on ASP Basis for 01 Year</td>
<td>Free of Cost</td>
</tr>
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<td>2</td>
<td>One time setup of website to host the tenders for 01 year</td>
<td>Free of Cost</td>
</tr>
<tr>
<td>3</td>
<td>Human Resource Enablement the enablement/product training/ hand holding of users in AMU offices</td>
<td>Free of Cost</td>
</tr>
<tr>
<td>4</td>
<td>One set of Help Manuals, CDs and viewless</td>
<td>Free of Cost</td>
</tr>
</tbody>
</table>

b. e-Tendering processing charges: payable by Bidder/Contractor/Supplier etc.

<table>
<thead>
<tr>
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<th>Particulars</th>
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</tr>
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<tbody>
<tr>
<td>1 (a)</td>
<td>For each e-Tender participation costing up to ₹ 6,00,000/-</td>
<td>₹ 600/- + applicable GST</td>
</tr>
<tr>
<td>1 (b)</td>
<td>For costing more than ₹ 6,00,000/-:</td>
<td>₹ 600/- + applicable GST</td>
</tr>
</tbody>
</table>

Agreement for Implementation of e-Tendering module in AMU (Aligarh Campus)
from the successful/ awardee bidder

ITI will additionally collect 0.1% of the awarded value subject to a maximum of ₹7,500/- + GST as processing fee from the awardee bidder after adjusting the amount of ₹600/- + GST which is already paid by the bidder during participation.

If the Awardee vendor fails to clear the dues of M/s ITI Ltd. Bengaluru, then M/s ITI Ltd. Bengaluru will inform to the respective head of the Department and thereafter to the Finance Officer.

3. Annual Registration Charges in e-Tendering website for vendors / suppliers / Contractors etc.
2,000/- + applicable GST per Year

Note:
A) All the charges mentioned above are exclusive of all taxes. The taxes and levies shall be applicable as per the statutory guidelines of Government of India.
B) All charges mentioned herein are subject to escalation by mutual consent of both the parties depending upon the circumstances.

II. Delivery Schedule:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Activity</th>
<th>Delivery Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hardware/Software (including Procurement offices data) enablement and providing its URL <a href="https://amu.euniwizarde.com/">https://amu.euniwizarde.com/</a> to AMU for providing its link on website.</td>
<td>Within 15 days from the date of Signing of this agreement and receipt of data from AMU relating to Procurement offices.</td>
</tr>
<tr>
<td>2.</td>
<td>Human Resource Enablement covering product training/hand holding of users in their office Premises.</td>
<td>Within 30 days from the date of signing of Agreement.</td>
</tr>
</tbody>
</table>
III. Responsibilities agreed to by ITI:

1. Hosting of ITI e-Tendering Portal for AMU on Servers arranged and paid by ITI.
2. Providing of Quality and Reliable service on 24X7 basis.
3. Providing and implementation of logistic support (in terms of training and hand holding only) of officials as well as contractors of AMU.
4. Coordinating of assignment
5. Devising Master Data Creation
6. Maintenance of software as well as hardware meant for providing e-tendering service.
7. All the back-up data will be handed over to AMU by ITI.
8. ITI will provide a weekly training session (preferred on Saturday) of at least two staff of each user departments as deputed by their Heads through Central Purchase Office.
9. ITI will provide a list of top authorities, concern officers and supporting team members of ITI with complete details regarding contact numbers, qualifications, emails etc.
10. ITI will inform all the vendors as registered on the portal of ITI. Regarding any tender as issued/published by the AMU for vide publicity through emails and SMSs.
11. M/s ITI Ltd. Bengaluru will develop a self-mechanism regarding the collection of Difference of 0.1% awarded value & Rs. 600/- subject to be Maximum Rs. 6,900/- (Total 6,900 + 600 = 7,500/-) from the awardee vendor. If the awardee vendor fails to clear the dues of M/s ITI Ltd. Bengaluru will inform to the respective Head of the Department and thereafter to the Finance Officer.
12. ITI will increase the supporting technical assistant during the peak hours either physically or online.
13. ITI shall submit a report fortnightly regarding performance of the website with static data of tenders.
14. If any change is levied by the ITI regarding portal, ITI shall be liable to inform all the registered vendors through proper channel.

IV. SCOPE OF WORK

a. Hosting and uploading of Notice inviting Tender (as per guidance instruction of the University), tender document on the e-Tendering Portal.

b. Online registration of Contractors/Bidders.

c. Training to AMU Officials and Contractors.

d. Online tender management (submission, opening etc.)

e. Generation of statements for technical bids and comparative statement for financial bids.

f. Short listing of bidders.

g. The e-Tendering would be implemented through ITI e-Tendering Portal.
V. TERMS AND CONDITIONS

a. The service contract between AMU and ITI will be initially for a period of 01 (One) year from the date of signing this agreement/MoU and it will be renewed with mutual consent on yearly basis. However, both the parties have the right to terminate the agreement during its currency by giving 90 days advance notice.

b. The scope of project involves from hosting the Tender notification in the e-tender website till the opening of cost bid with generation of comparison statement. Services shall be available on 24X7 basis.

c. In case of any malfunctioning related to software/hardware on the server side, ITI agrees to rectify the same in one calendar day (8 hours). However, this condition is subjected to force majeure. ITI will indemnify AMU against all losses, damages, expenses of whatsoever nature, arising out of the above said malfunctioning related to software/hardware of e-tender portal.

d. ITI shall not be liable for any failure or malfunction of any equipment or service, system software, hardware which were not provided by ITI for reasons not attributable to ITI’s failure to properly install, operate or maintain such equipment or related services/infrastructure.

e. Parties hereto agree that ITI will not be responsible for the contents of Tender Document or liabilities arising out of Tender Document. AMU will indemnify ITI against all losses, damages and expenses, of whatsoever nature, arising out of Tender Document and this agreement, incurred by ITI.

f. During the subsistence of this Agreement, nothing in this agreement shall restrict or constitute any bar to enter into an agreement for same service/product with number of other third party as per the requirement of ITI.

g. ITI shall enable the users to download the details of any tender complete with all enclosures (in soft copy) including comparative statement (in respect of opened tenders) in respect of all tenders till their finalization.

h. ITI shall treat all the data and information collected for the client during the project in strict confidence. The AMU is expected to do the same in respect of ITI who will provide data information.

i. ITI has decided to provide software e-Tender System on ASP basis.

j. The fortnightly periodical reports illustrating the up/down time of the e-Tendering system/services shall be submitted by ITI to AMU. These reports may be based on the log/databases of the system/servers.
k. All the training will be carried out through at AMU office only. The training hall, audio-visual facilities/ Multimedia projector, as may be needed, will be provided by AMU for training purpose. AMU will be circulating necessary information to all concerned officials as well as contractors for the training purposes.

l. The running of AMU tender activity such as preparation of tender document, scrutiny, uploading, and distribution of tender document, opening, evaluation, etc. activities would be managed by AMU officials. ITI shall all along provide needed support for trouble free effective functioning of the entire system.

m. AMU will appoint a dedicated Nodal Officer in its Headquarter for interaction with ITI. Similarly, ITI will appoint Nodal officer for interaction with AMU.

n. The documentation supplied by ITI will include user manual and vendor manual for each of the procurement office of AMU.

o. The hosting would be carried out through appropriate URL https://amu.euniwicharade.com/ Also a demonstration cum training presentation shall be hosted on website to facilitate users i.e. AMU Officials & its bidders.

p. Except in case of force majeure, ITI agrees to guarantee the service of the e-tender software and hardware and their satisfactory performance subject to fitness of hardware/software on Client side AMU.

q. E-tendering system provided for AMU shall comply with the CVC/DIT/Govt. of India guidelines issues from time to time. It shall always be kept appropriately updated/modified.

r. All Tender documents shall be freely downloadable by all contractors/bidders.

s. ITI shall ensure 99.5% uptime of the servers/services. The routine maintenance/upgradation works shall be carried out to ensure that downtime is minimal. However, if the e-Tendering system may need to be put down for doing routine maintenance/upgradation work, it will be planned under prior intimation to AMU well in advance and shall not exceed 0.5%. AMU shall not charge penalty for such planned downtime of servers/services.

t. ITI shall not be penalized for force majeure, non-availability of internet & fitness of hardware/software on client side.

VI. PAYMENT TERMS

a. At e-Tendering processing fee shall be collected by “ITI” from participating Contractors through on-line e-payment gateway i.e. on Credit/Debit Card or any other mode found suitable by ITI. However, if due to any unavoidable reason if e-payment facilities are not working, the Tender processing fee can be submitted by participating Contractors in the form of DD, favoring “M/s ITI Limited” & payable at Bengaluru, with the concerned EE/AE, who shall remit the same to ITI forthwith.

b. ITI will collect aforesaid annual vendor registration fee through e-payment gateway or in form of Demand Draft from the bidders/ contractors. Payment (DD/e-payment) should be in favor of M/s ITI Limited payable at Bengaluru.
VII. Limitation of Liability

To the full extent permitted by law, neither ITI nor AMU shall not be liable to the other party/third party for any loss or damages howsoever arising, including the loss of profits, business interruption, loss of business information or any other indirect, incidental, consequential or special loss or damages.

VIII. Governing Law and Jurisdiction

This agreement and all of the rights and obligation of the parties to this agreement and all of the terms and conditions of the agreement will be constructed, interpreted and applied in accordance with and governed by and enforced under the Indian Laws. Aligarh courts only shall have exclusive jurisdiction over all the matters connected with this agreement.

IX. Amendment Clause

This agreement may be modified and/or amended, with mutual consent, only by a written instrument executed by authorized representative of the parties hereto. This shall besides other aspects include extension of the validity of the agreement.

X. Assignment Clause

The parties shall not transfer any interest, right, benefit of obligation under this agreement without the prior written consent of other party, and that shall have the right to assign this agreement to a third party successor to all or substantially all of the business and/or assets of the assignment party to which this agreement relates but only with the prior written consent of the other party.

XI. MEDIATION CLAUSE

In case of any dispute between the parties in relation or arising out of this Agreement, prior to invocation of Arbitration Clause, the aggrieved party, shall refer the matter to the Vice-Chancellor, AMU for pre litigation settlement. The Vice-Chancellor, AMU upon such request for mediation shall himself or through his nominee shall mediate between the parties to resolve the issue and shall express his opinion in writing after making effort for settlement after giving both parties on opportunity of being heard. In the event the mediation fails the mediator shall refer the matter to Arbitration.
WITNESS WHEREOF, the Parties hereto have caused this Contract/Agreement to be signed in their respective names as of the day and year first above written.

First Party i.e. AMU

(Signature & Seal)

Name:__________
Registrar
Aligarh Muslim University Aligarh UP
Place of execution: Aligarh

Witnesses 1:

(Signature)
Name: (S. Ziauddin Shah)
Address: ASSISTANT FINANCE OFFICER
CENTRAL PURCHASE OFFICE
A.M.U., ALIGARH
Place of execution: Aligarh

Second Party i.e. ITI

(Signature & Seal)

Registrar
Designation: Assistant Manager, MSP
M/s ITI Limited,
F-29, Ground Floor, Dooravaninagar
Bengaluru – 560016
Place of execution: Aligarh

Witnesses 2:

(Signature)
Name:__________
Address:__________
Place of execution: Aligarh

-------- End of Agreement --------