

F.No.D.19015/10/2011-Admn.II(LA)
Government of India
Ministry of Law and Justice
Department of Legal Affairs
.....

New Delhi, the July, 2011

To

The Website of the Ministry of Law & Justice

Sub: Annual Maintenance Contract for Computers/UPS/Printers/Server/Peripherals of this Department for the year 2011-12 (w.e.f. 22.8.2011 to 21.8.2012)

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Sir,

This Department proposes to enter into Annual Maintenance Contract in respect of approximately 145 Computers/156 UPS/16 Laserjet Printers/180 Deskjet Printers/1 Server/Computer Peripherals for one year and invites fresh sealed quotations for the above job on the terms and conditions mentioned in the following paragraphs of this letter. In case you are interested in undertaking the work, you are requested to submit your quotations to the undersigned by name not later than 15.00 hrs on 10.8.2011 marked with "ANNUAL MAINTENANCE CONTRACT FOR COMPUTERS/UPS/PRINTERS/SERVER/PERIPHERALS"

2. The quotations will be opened at 3.30 PM on 12.8.2011 in Room No.433-'A' Wing, Shastri Bhawan, New Delhi. You may be present at that time, or else may depute one of your representatives to be present at that time.

3. The job will be entrusted to the successful tenderer under the terms and conditions mentioned below:

(a) The successful firms will be required to do the work for a **period of one year from the date of awarding contract**. This Ministry shall however reserve the right to terminate the contract at any time without assigning any reason.

(b) The job will be entrusted on the basis of all inclusive rate on "As is where is" on competitive rates basis.

(c) It may be specifically mentioned the rate of the items of work is as per the annexure enclosed. For the purpose, you are requested to examine the condition of all the equipment in question before tendering your rates.

(d) It shall also be the responsibility of the contractor to hand over back to this Ministry all the equipments under contract in working condition at the end of the contract period.

(e) It may particularly be noted that after the contract is awarded, the contractor will be required to fix all the required accessories in question, bring them in perfect working order so that these are ready for use before the commencement of the next session. The contractor will be required to depute, a whole time expert mechanics on duty exclusively for this Department on all working days to attend the computers/printers/UPS/Server and whenever defect arises therein and complaint to this effect.

(f) The work is to be carried out in the office premises itself. However, only such work as cannot be done in the office premises will be allowed to be done outside with written permission of the Section Officer, Admn.II(LA) Section of the Ministry and no extra payment would be made on this account.

(g) Failure to repair/servicing the equipments in question within the reasonable time, without adequate reasons or to return the repaired machine within a week's time at the maximum, may entitle proportionate to deductions in the bill in respect of the total period.

(h) The successful tenderer will be required to furnish a "Security Deposit" of Rs.10,000/- (Rupees Ten thousand only) before the commencement of the contract. The security deposit shall be in the form of Demand Draft in favour of the Cash Officer (LA), Department of Legal Affairs, New Delhi. The security deposit will be refunded only after the expiry of the contract. The security deposit will be forfeited if during the period of contract, the services of the contractor are found unsatisfactory in any respect or if any of the condition of the contract is contravened toward any damage due to negligence on the part of the contractor, besides any action that may have to be taken against the contractor.

Any sum of money due and payable to the contractor including the security deposit, under this contract shall be appropriated by this Ministry or by any other person(s) contracting for and on behalf of the President of India and set off against any claim to this Department and of such person(s) for the payment of a sum of money arising out of other or under any contract with this Department of such person(s). **This Department will not provide any conveyance/vehicle for servicing of computers etc for the offices located outside the building i.e. Shastri Bhawan.**

(j) If the work of the contractor is found unsatisfactory or if the contractor dishonors the contract, the job will be entrusted to any other firm/parts at the risk expenses of the defaulting contractor.

(k) The contract can be terminated summarily by this Ministry at any time if the work of the contractor is found unsatisfactory. In this connection, the decision of the undersigned shall be final and binding on the contractor.

(l) Payment of the work done and services rendered will be made to the contractor on quarterly basis (i.e immediately after expiry of each quarter, in receipt of pre receipted bill from the contractor).

(m) **Penalty Clause:** The calls may be attended on the same day of the complaint. The non compliance/non attendance for the complaints after one working day, a penalty will be imposed as follow:

<u>Complaint in respect of</u>	<u>Penalty to be imposed</u>
Server	Rs.150/-per day
System	Rs.100/- per day for each system
Printer	Rs.75/- per day per printer
UPS	Rs.50/-per day per UPS

(n) A specific mention must be made in your quotation to the effect that the terms and conditions mentioned above are acceptable to your firm in full.

(o) The undersigned reserves the right to accept or to reject any quotation(S) in full or in part without assigning any reason therefore.

(p) The tender must be sent in the Annexure enclosed duly signed by the tenderer.

3. You are requested to indicate the name of the Ministry/Department where you have undertaken such-assignment

Yours faithfully,

(C.O.Rajan)
Director (A)
Tel. 2338 8763

List of Items

Computers	138
Server	1
UPS	156
Laserjet Printer	16
Deskjet Printrer	88

