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Subject : Quotations for Annual Maintenance Contract for Computer, Printers, UPS, Server and Internet installed in this Section for the year 2012-2013.

Sealed tenders are invited on behalf of the President of India, for Annual Maintenance Contract for Computers, Printers, UPS and Internet in Central Agency Section.

1. The interested / reputed parties may send their sealed quotations by post on proper letter head with complete address and marked with captions ‘Quotation for AMC for Computer (Printers, Servers and Internet Connection etc)” in Central Agency Section to Shri D.S.Mahra, Dy. Govt. Advocate/ HOO Chamber No.75, Central Agency Section, Ministry of Law & Justice, Supreme Court Compound, Bhagwan Das Road, New Delhi not later than 23-10-2012. Quotations received after aforesaid date shall not be entertained.
2. The quotations / tenders will be opened in Chamber No. 75, Central Agency Section, Supreme Court Compound, New Delhi at 1600 hours on 26-10-2012 in the presence of applicant whosoever is present.

3. The quotations shall be kept open for acceptance for 90 days from the date of opening the quotations.

4. If any PC/ accessory is not repaired within two days, the contractor will provide a standby PC/ accessory.

5. The firm / contractor should have minimum three years of similar work experience in handling Government contracts of Computer maintenance of the similar nature and size and also state their annual turnover for the last three years from this type of business.

6. It shall also be the responsibility of the contractor to hand over back to this Section all the equipment under contract in working condition at the end of this contract period.

7. The maintenance work is to be carried out in the Central Agency Section 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, Central Agency Section and no extra payment will be made on this account. The contractor shall be required to provide alternate equipment.

8. 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 form of Demand Draft in favor of the Pay & Account Officer (L.A.), 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 towards any damage due to negligence on the part of the contractor, besides any action that may have to be taken against the contractor.

9. 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.
10. The successful firm will be required to do the work for a period of one year from the date of awarding contract. This office shall, however, reserve the right to terminate the contract at anytime without assigning any reason.

11. The job will be entrusted on the basis of all inclusive rates contract on "As is where is" and competitive basis.

12. It shall also be the responsibility of the contractor to hand over back to this office all the equipment under contract in working condition at the end of this contract period.

13. No extra payments, whatsoever, on account of natural calamities or otherwise will be made to the contractor except the all inclusive rates and the rates permitted under this contract. It shall be the contractor’s responsibility to make the computers/ printers/ UPSs/ server/ etc in working condition satisfactory through out the period of the contract.

14. It may particularly be noted that after the contract is awarded, the contractor will be required to fix all windows software problems and required accessories to the computers/ printers/ UPS and server etc in question bring them in perfect working orders. The Contractor will be required to depute a whole time expert mechanic on duty exclusive for this office on all working days to attend the computers/ printers/ UPSs/ server and whenever defect arises therein any complained to this effect if made.

15. Failure to repair/ servicing the equipment in quotation within the reasonable time without adequate reasons or to return the repaired machine within a week’s time of the maximum, may entitle proportionate deduction in the bill in respect of the total period as well as terms mentioned in clause (m).

16. Any sum of money due and payable to the contractor including the security deposit, under this contract shall be appropriated by this office or by any other person’s contracting for and on behalf of the president of India and asset off against any claim to this office and of such person’s for the payment of a sum of money arising out of other or under any contract with this office such person(s).
17 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/ party at the risk expenses of the defaulting contractor.

18 This office can terminate the contract summarily anytime if the work of the contractor is found unsatisfactory.

19 Penalty Clause :- The calls may be attended on the same day of the complaint. The non compliance / non attendance of the complaints after one working the complaints after one working day a penalty will be imposed which is as follows :

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Penalty</th>
</tr>
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<tbody>
<tr>
<td>Server</td>
<td>Rs. 150/- per day</td>
</tr>
<tr>
<td>System</td>
<td>Rs.100/- per day for each system</td>
</tr>
<tr>
<td>Printer</td>
<td>Rs.75/- per day</td>
</tr>
<tr>
<td>UPS</td>
<td>Rs.50/- per day</td>
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</tbody>
</table>

Maximum penalty per day will be limited to penalty of server/ system/ printer / UPS ( whichever is more).

20 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.

21 You are requested to indicate the name of the Ministry/ Department if you have undertaken such assignments in the past.

22. The Competent Authority reserves the right to reject any or all quotations in full or in part without assigning any reason there of.

(D.S.MAHRA )
Dy. Govt. Advocate/HOO
1. All Ministries/ Departments of the Govt. of India, New Delhi/

2. Notice Board.

3. Website http://lawmin.nic.in of Department of Legal Affairs ), NIC Unit, Shastri Bhawan, New Delhi.