

GOVT. OF NCT OF DELHI
DELHI DISPUTE RESOLUTION SOCIETY (REGD.)
(DEPTT. OF LAW, JUSTICE & LEGISLATIVE AFFAIRS)
Ground Floor, B- Block, Vikas Bhawan-II, Civil Lines,
Near Metcalf House, Delhi-110054

No.D-19016/14/DDRS/2015/ CT / 161

dated: 09/11/2015

Tender Enquiry: - Comprehensive annual maintenance contract of Computers, Printers and UPS (offline) of the Delhi Dispute Resolution Society.

Sealed Quotations are invited for and on behalf of the Chairman, Delhi Dispute Resolution Society (Regd.), Dept. of Law, Justice & Legislative Affairs, Govt of NCT of Delhi from the reputed and experienced Service provider/firm/Supplier/Contractor for Comprehensive Annual Maintenance Contract of Computers, Printers and UPS (offline) for minimum one year

The CAMC of Computers, Printers and UPS (offline) shall be decided as per terms and conditions at Annexure-I.

Quotations (in sealed cover) are to be sent in the Performa as per Annexure-III, in such time and manner so that the same must reach this office on or before 12:00PM 30/11/2015.

The quotations are required to be submitted to the Society in a sealed cover which should be super scribed as **“Quotations for CAMC of Computers, Printers and UPS (offline)”**. The quotations shall be submitted in prescribed Performa only (Annexure-III) along with an earnest money deposit (EMD) of ₹.2,000/- or 2% of bid (whichever is higher) in the form of demand draft in favour of Delhi Dispute Resolution Society, Delhi from any recognized Bank. If the successful tenderer declines to act on the offer made by the Society, the EMD shall stand forfeited and no claim on this account shall be entertained. The EMD of unsuccessful tenderers shall be returned/refunded after finalization of the contract. The quotation is also to be accompanied with the experience details and other relevant information which the prospective quotationer may like to bring to the notice of the Society.

The rates quoted shall be in both words and figures. There should not be any erasing or overwriting on the rates quoted. The Society reserves the right to reject any quotation in full or part without assigning any reason thereof.

Sd/-

(SHARAD KUMAR SRIVASTAVA)
SUPDT.(C.T.), DDRS

Encl: Annexure-I, II & III

PDF of the scans of this and all annexed documents are to be uploaded to this Society's website immediately after marking of issue reference no. and date.

PROFORMA

(to be submitted in the printed letter head of the co./firm)

To

Delhi Dispute Resolution Society (Regd.)
(Deptt. of Law, Justice & Legislative Affairs)
Govt. of NCT of Delhi
Ground Floor, B- Block, Vikas Bhawan-II, Civil Lines,
Near Metcalf House, Delhi – 110054

Sub:- Comprehensive Annual Maintenance Contract (CAMC) of Computers, Printers and UPS (offline)
- Invitation of quotations – regarding.

Sir,

I/we intend to submit the quotation on the subject captioned above and hereby consent to agree/accept all the terms and conditions stipulated in Delhi Dispute Resolution Society`s letter No.D-19016/14/DDRS/2015/ CT/_____ dated _____. The information desired and the rates quoted are as per following details:-

S.No.	Item of work	Rate (in <input type="checkbox"/>) . exclusive taxes be shown separately	
1.	Desktop Computers: -	rate of each item be indicated separately	
	a. HP DC7900 CMT /E8400 - 8 nos.		
	b. HP Elite 8000 Desktop - 2 nos.		
	c. HP XT67PA Desktop - 9 nos.		
	Desktop MFP / Laser Printers:-		
	a. Samsung SCX 4521F MFP -12 nos.		
	b. Samsung ML 1911 Laser Printer -1 no.		
	650VA /600VA (Offline) UPS: -		
	a. Compact 650VA UPS - 4 nos.		
5.	EMD Details <input type="checkbox"/> . 2,000/- or 2% of bid value (whichever is higher)	Amount :	
		Name of Bank:	
		Number of DD:	
		Date of DD:	
6.	Experience Details	Name of the organization	Year and value of work done (in <input type="checkbox"/>)
7.	Details of works premises including Infrastructure available		
8.	The details of Registration(s)	Registration No. : Date of Registration:	
9.	Details of Government authentications towards Incorporation of the firm, running of stated business viz. Labour Licence, service tax and authorized premises.		
10.	The details of the PAN and other statutory registration.		

1. I/we undertake that the documents mentioned above are genuine/authentic and nothing material has been concealed and that I/we are not debarred by any Government organization and competent to contract.
2. I/we understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means/concealment of information.

(Signature of Authorised signatory)
(under seal of the co./firm)
Name of the Quotationer:
Complete Address:
Address(Works), if any & Contact Nos.

TERMS AND CONDITIONS

(Letter No.D-19016/14/DDRS/2015/ CT/ 161 dated 09/11/2015)

14. The contract shall be for providing comprehensive basis maintenance for Desktop Computers, Printers and UPS s as per details to be provided by the Society. The tentative details have been indicated in the quotation letter and the requirement may vary as may be decided by the Society from time to time. This shall be kept in view by the prospective quotationers while submitting their quotations.
14. The offers shall be kept open for acceptance for a minimum period of 45 days from the date of tender opening. The quotations only with requisite amount of EMD and other details as per proforma shall be accepted. The Society reserves the right to accept or reject the offer of tenderers including that of the lowest quotationer or scrap the tender without assigning any reasons and no claim in this regard shall be entertained.
14. The contract shall normally be awarded for a period of one year and that too to the vendors who have requisite infrastructure, experience (three years) and meeting other terms/conditions of the tender. The infrastructure/facilities can be inspected by the Society, if required. Other things being equal, the contract can also be split.
14. The firm will be evaluated based on meeting the tender criteria viz. submission of EMD/experience/accepting the terms and conditions etc. and other things equal the contract shall normally be awarded to the lowest evaluated quotationer whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily. The evaluation shall be solely on CAMC charges being demanded. The quotationers are not allowed to alter or modify their quotations after expiry of the deadline for receipt of quotations. **It may be specifically noted that the bids not meeting even the basic cost of the inputs i.e. unreasonably low prices just to undercut and obtain contract are liable to be ignored to maintain the required standards of work being awarded.**
5. The comprehensive maintenance includes preventive maintenance/quarterly regular services of the Desktop Computers, Printers & UPS and/or replacement of any items necessary for keeping the Desktop Computers, Printers and UPS of Delhi Dispute Resolution Society active and free from any defects/disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the Desktop Computers, Printers and UPS. The replacement of the all spares (excluding printer heads, toner cartridges, and UPS batteries) is included under the AMC. The replacement of defective spares with good quality and standard spares will be done by the second party, without any extra charge of any kind.
6. The Bidder/firm shall maintain the equipments as per manufacture's guidelines and shall use standard and genuine components for replacement
7. The payment shall be made in four equal installments on quarterly basis only if the work is performed to the satisfaction of the Society. The Society shall not pay for any other incidentals like transportation etc. and the contracted price shall be firm/fixed during the currency of the contract. There shall also be no advance payment for any jobs assigned in terms of the contract.
8. The complaints received of breakdown of Desktop Computers, Printers and UPSs or otherwise during the working days shall be attended to promptly and rectified within 2 hours. Any disruption beyond office hours or during public holidays shall be attended by the bidder/firm on the following working day before or by 10:30AM.

9. In case of major service where any of Desktop Computers, Printers and UPS 's equipments has to be taken to the company's workshop, the standby arrangement (by an equipment of the equal configuration) is mandatory from the side of the bidder/firm. The Desktop Computers, Printers and UPS being taken to the workshop for repair should be at the bidder/firm's risk and expenses.
10. Penalty and Liquidated Damages:
- a) If the firm does not attend to the complaint within 4 hours from the time of registration of complaints on the telephone number (given by the firm for lodging complaints), a penalty @ 5% of the value of AMC charges in respect of the equipment(s) concerned would be imposed for that day. If the complaint is still not attended the following working day by 10:30AM, the same penalty shall also be levied in respect of that day also.
 - b) In case of failure to attend the equipment within two days, this Society shall have right choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the bidder/firm in addition to the penalty mentioned at Para 10(a).
 - c) If the fault is set right by replacing the defective part(s), the same should be re-installed after servicing within 7 days (if 7th day falls on holiday then next morning day). In case of default, penalty shall be levied at the rate of 5% per day of the value of the AMC charges for the scheduled item.
11. Transfer and Sub-letting: The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.
12. The tenderers are free to seek any clarifications or submit their reservations, if any, about terms and conditions stipulated in this tender. The successful tenderer will be required to furnish Performance Security of 10% of the in the value of the contract in form of Bank Guarantee of Public Sector Bank or fixed deposit receipt in Post Office/Public Sector Bank.
13. The performance security shall be forfeited if there is any breach by the contract. Otherwise, the same shall be refunded after completion of the contract to the satisfaction of the Society with no Government liabilities due from the contractor.
14. Arbitration: All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-II.

Sd/-
(SHARAD KUMAR SRIVASTAVA)
SUPDT.(C.T.), DDRS
Tele: 23813 778

Format of Arbitration Clause-Indigenous Private bidders

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by those conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.