

**OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI**  
**OLD ST. STEPHEN'S COLLEGE BUILDING,**  
**KASHMERE GATE, DELHI – 110006**  
**Phone No.23988865 Email: [ceodelhi.hqr@gmail.com](mailto:ceodelhi.hqr@gmail.com)**

No. CEO/P&I/805/2012-2013/12103

Dated: /05 /2016

**NOTICE INVITING TENDER**

Online tenders are invited under Two-bid system for Annual Maintenance Contract(AMC) for Computers, Printers and UPS (Offline) for a period of one year, from Reputed Agencies/Firms having experience of at least three years in providing AMC services of these equipment to the departments of Central Govt./State Govt. , PSUs etc.

Tender documents complete in all respect, must be uploaded on the website <https://govtprocurement.delhi.gov.in> before last date & time of submission of tender.

The Schedule of tender is as under:-

<b>SCHEDULE OF TENDER</b>	
Tender Enquiry No.	2016_CEO_105216_1
Name of the Tender	AMC of computers, printers and UPSs(Offline)
Estimated Annual value of the work	Rs.2,50,000/-
Date of Release of Tender through e-procurement solution	10 <sup>th</sup> May, 2016
Pre-bid meeting/conference	16 <sup>th</sup> May , 2016 at 11.30 AM
Last date for submission of online tender	3 <sup>rd</sup> June 2016 up-to 1.00 PM
Earnest Money Deposit required	Rs.10,000/- (Rs. Ten thousand only)
Last date of submission of EMD	3 <sup>rd</sup> June, 2016 up-to 1.00 PM
Date of opening of technical bid	3 <sup>rd</sup> June, 2016 at 3.00 PM
Date of opening of Financial bid	8 <sup>th</sup> June, 2016 at 3.00PM

The Tender document can be downloaded from the website <https://govtprocurement.delhi.gov.in> and/or CEO Delhi's Website [www.ceodelhi.gov.in](http://www.ceodelhi.gov.in)

**Assistant Director(Plg./P&I)**  
**OFFICE OF THE CEO, DELHI**  
**Old St. Stephens' College Building,**  
**Kashmere Gate, Delhi**

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Phone No.23988865 Email: [ceodelhi.hqr@gmail.com](mailto:ceodelhi.hqr@gmail.com)

**Terms & conditions for e-tendering for Annual Maintenance Contract(AMC) for Computers, Printers and UPS(Offline) for the office of the Chief Electoral Officer, Delhi for one year.**

Online tenders through Delhi Government's e-procurement platform are invited for Annual Maintenance Contract for Computers, Printers and UPS (Offline). The tender must be submitted online on the website <https://govtprocurement.delhi.gov.in> before the last date & time of submission of tender i.e. 3<sup>rd</sup> June, 2016 up-to 1.00PM.

**TERMS AND CONDITIONS**

1. The Bidder should submit online Technical bid and Financial bid.
2. The Bidder should submit the tender in following two bids:
  - A. Technical Bid- It should contain the documents mentioned in the clause 3 Of terms and conditions.(Annexure-II)
  - B. Financial Bid - (i) It should have only price/rate quoted by the bidder. (Annexure-IV)  
(ii) Only single price/rate must be quoted for each item, failing which bid shall be summarily rejected.
3. The Bidder shall submit the following documents along with technical Bid:-
  - i ) Performa for Bidders particulars( ANNEXURE-I);
  - ii) Self attested copy of PAN Card under Income Tax Act;
  - iii) Self attested copy Service Tax Registration Number;
  - iv) Self attested copy of VAT registration certificate registered with department of Trade & Taxes, Govt. Of NCT of Delhi.
  - v) Self attested copy of Valid Registration No. of the Company /Firm (if any):
  - vi) Audited balance sheet for preceding three financial years i.e. 2015-16, 2014-15 & 2013-2014 showing minimum average annual turnover of Rs.75000/- & above generated from AMC of desktops , printers & UPS (Offline) duly authenticated by a registered Chartered Accountant.

- vii) Proof of experience & past performance on similar contract( AMC of Desktops., printers and UPS) for last three financial years in Govt. Department /PSUs etc. supported by documents from the concerned organizations.
  - viii) An Earnest Money/Bid Security of Rs.10000/-(Rs. ten thousand only ) in the form of Account Payee Demand Draft, Fixed Deposit Receipt/ Bank Guarantee drawn on any Nationalized /scheduled/ commercial bank located in India and payable at Delhi in favour of the Chief Electoral Officer, Delhi.
  - ix) An Undertaking of the effect that the Agency has not been blacklisted by any of the Department/Organizations/autonomous bodies/ undertakings of the Govt. of India/Government of NCT of Delhi and no criminal case is pending against the said firm/agency,
  - x) A statement showing total number of Computers, Printers and UPS undertaken under AMC by the agency during last three financial years i.e. 2015-16, 2014-15 & 2013-2014
  - xi) A statement showing total number of service engineers or equitant (BE/B Tech) and Technicians (Diploma Holders) working in the company on the date of submission of online bid.
4. The bidder must have an experience and past performance of similar Annual Maintenance Contract for minimum 30 Computers, 50 Printers and 20 UPS every year for at least three financial years in Govt. Departments /PSUs etc. Copies of orders should be submitted along with the tender.
  5. Earnest money / bid security will not be accepted in the form of Cash/Money order. The bid security shall remain valid for a period of three months. The EMD/Bid Security of Rs.10000/-(Rs. ten thousand only ) in the form of Account Payee Demand Draft, Fixed Deposit Receipt/ Bank Guarantee from any Nationalized /scheduled/commercial Bank in favour of the Chief Electoral Officer, Delhi, must be submitted physically in Room No.7, P&I Cell of this office before 3<sup>rd</sup> June, 2016 till 1.00PM
  6. The tender must be submitted online on the website <https://govtprocurement.delhi.gov.in> before last date & time of submission of tender. Tenders will not be accepted if sent by post or any other medium, under any circumstances. Technical Bid of all the tenderer will be opened online on 03.06.2016 at 3.00 PM in the chamber of Addl. Chief Electoral Officer, office of Chief Electoral Officer, Delhi, Old St. Stephen's College Building, Kashmere Gate, Delhi in the presence of bidder or their authorized representatives, who wish to be present on the occasion along with respective authorization letter. The Financial Bids of the technically qualified bidders shall be opened on 08.06.2016 at 3.00 PM.

7. The individual signing the tender form or any document forming part of the tender on behalf of Proprietor/Company/firm shall be responsible to produce an authenticated copy of the resolution passed by the Company, or Power of Attorney duly executed in his favour stating that he has the authority to bind other such persons of the firm as the case may be in all matters pertaining to the tender including the arbitration clauses. If subsequently, the person so signing fails to provide the said copy of resolution passed or Power of Attorney within a reasonable time, the Government, without prejudice to other civil and criminal remedies may cancel the tender and hold the signatory liable for all costs and damages. In case any person signs the agreement on behalf of any limited company he will produce letter of authority /resolution passed by firm/company empowering him to sign the agreement on behalf of the company or firm.
8. Each and every document up-loaded along with tender should be signed by the Prop./ any one partner/Authorized signatory (in case Pvt. Ltd. firm) and same should be up-loaded along with tender.
9. Any person who is in Government service or an employee of the Department should not be made a partner to the contract, by the tenderer directly or indirectly in any manner whatsoever.
10. The rates quoted should be inclusive of all taxes/ levies/duties. No additional transportation charges shall be paid.
11. The rates shall be valid for one-year with effect from the date of agreement and may be extendable, if required, by mutual agreement for a period not more than one year on same terms and conditions.
12. Successful bidders/tenderers will have to submit Performance Security of 10% of the estimated amount of contract value of AMC in the form of Account Payee Demand Draft, Fixed Deposit Receipt/Bank Guarantee from a Nationalized /commercial bank in favour of the Chief electoral Officer, Delhi, along-with a signed contract/agreement in format given in Annexure-III on Stamp paper of Rs.100/- (paid by tenderer) within 07 days from the date of issuance of offer letter to provide AMC at the approved rates up to the validity of tender. The earnest money deposit submitted along-with bid will be returned by the department on receipt of performance security and duly signed contract/agreement. The performance guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligation of the bidder including warranty obligations.
13. The Earnest money/bid security will be forfeited in case the bid is withdrawn during the period of tender's validity or if the successful bidder refuses to execute the contract or fails to furnish the required Performance Security within the stipulated time.

14. The tenderer shall provide the AMC immediately after signing of Agreement , failing which EMD as well as Performance Security submitted by the firm shall be forfeited.
15. The Department reserves the right to cancel the tender or to withhold payment in the event of non-commencement or unsatisfactory performance by the tenderer. In such eventuality, the Department further reserves the right to get the work done from open market at the cost of the contractor. Tenderer may be black listed by the Government for a period of three years to participate in any type of tender & his Performance Guarantee shall also be forfeited.
16. If any information furnished by tenderer is found to be incorrect or false at any time, the bid shall be rejected and Bid Security to be forfeited. If such facts came into the notice after contract has been entered into, the Agreement shall be liable to be terminated without any notice and the Performance Guarantee shall be forfeited.
17. The Department reserves the right to terminate the tender at any time without assigning any reason.
18. The tenderer shall indemnify the Department against all damages/charges and expenses for which the Government may be held liable to pay on account of the negligence of the tenderer or any person under his control whether in respect of accident, injury to the person or damages to the property of this department or any member of the public or any person or in executing the work or otherwise and against all damages and demands thereof.
19. Willing Agencies/firms are requested to visit website <https://govtprocurement.delhi.gov.in> for detailed information and may inquire at phone No.011-23918951 with the Assistant Director(Plg./P&I) , CEO Office for any clarification. For assistance in filing tender on above website, the bidder may also contact Helpdesk at 6<sup>th</sup> Floor, Vikas Bhawan II, Upper Bela road, Delhi-110054.
20. A pre-bid conference will be held on 16<sup>th</sup> May, 2016 at 11.30 AM in the chamber of Additional CEO, O/o CEO, Delhi, for clarifying issues regarding tender, if any.
21. The department reserves the right to accept or reject any or all quotations without assigning any reasons.
22. The payment towards the AMC contract will be made on quarterly basis within 30 working days of submission of complete and correct bills. For this purpose the contractor will have to submit bills (in triplicate) in the name of Chief Electoral Officer, Delhi along with the proof of depositing Service Tax previously charged in their bill(s) from this Office.

23. SCOPE OF WORK :

- a) The comprehensive maintenance includes preventive maintenance/quarterly / regular services of the Desktops, Printers & UPS(offline) and/ or replacement of any items necessary for keeping the Desktops, Printers and UPS(Offline) active and free from any defects/disturbances and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the Desktops, Printers and UPS.
- b) The replacement of the all spares parts (excluding printer heads, UPS batteries, printer ribbons and toner/cartridges) is included under the AMC. The replacement of defective spares parts with good quality and standard spare parts will be done by the Bidder without any extra charge of any kind.
- c) The details of machines (PC, Printer, UPS( Offline)) of which AMC is required is annexed as Annexure-III
- d) The comprehensive maintenance shall be carried out primarily at the premises of Office of Chief Electoral Officer, Delhi at Old St. Stephen's College Building, Kashmere Gate, Delhi. In case, the Bidder feels that the equipment cannot be repaired at site. They will carry and deliver the equipment on their own cost and risk to get it repaired in 72 hours.
- e) The operating environment condition in which the equipment is presently installed is quite satisfactory and the Bidder will not raise any condition with regard to the working environment for the equipment covered under AMC.
- f) In case of reinstallation of software, the AMC vendor will not install a pirated copy in any circumstance. The AMC vendor will ensure that Office of Chief Electoral Officer, Delhi provides the original and licensed version of the software/OS. In case of any issue, the AMC vendor will report it to Office of Chief Electoral Officer, Delhi of such circumstance in writing.
- g) The work of maintenance , repair , replacement of defective spare parts etc. has to be got verified from authorized technical officer of CEO, Delhi in each case.

**24. Response time :** The support personnel should be available over phone and is required to be responsible for single point of contact of Office of Chief Electoral Officer, Delhi. On breakdown situations or when directed by Office of Chief Electoral Officer, Delhi response time to reach maintenance location for maintenance by support personnel should not exceed 2 hours.

The system down time should not exceed 72 hours from the time at which the complaint was made. If the down time is more than 72 hours, the Bidder will provide a stand by system. In case the system is not repaired or an alternative system not supplied within the period of 72 hours from the time of failure report then the CEO office may 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.

25. **System Uptime** : The Bidder shall ensure 95% uptime for Desktops and other equipment failing which a penalty as proposed by the CEO Office will be imposed. However before imposing penalty, the CEO Office will issue a show cause notice in which the details of downtime will be mentioned. It will also include the penalty proposed to be imposed on the Bidder. The breakdown time will be worked out as under:

Total machine day(X)= (No of equipment under AMC) \* No of Working Days in a quarter.

Break-Down (Y) = ( No of Desktops or Printers or UPS under breakdown ) \* No of breakdown days.

Percentage uptime =  $\frac{(X-Y)}{X} * 100$ .

26. **Payment Schedule** : Payment for AMC shall be made quarterly, within 30 working days from the date of receipt of correct invoice(in triplicate).
27. **Force majeure** : The Office of CEO, Delhi or the selected bidder, against the other, in case of any failure of omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikes, riots, embargoes from any political reasons beyond the control of any part including war(whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party.
- Has delayed the performance of its work as it was beyond its reasonable control and it was not due to negligence or default on its part.
  - Either party as and when given notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government Department or agency or chamber of commerce. The parties shall be relieved of their respective obligation to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provide hereinabove.
28. **Arbitration Clause** : In the event of any question, dispute or differences arising between the parties relating to the interpretation and application of the provision of this agreement, such disputes or differences shall be resolved

amicably with the mutual consultations and on failure to do so shall be referred for arbitration. The decision of the Arbitrator to the agreement in this regard shall be final and binding upon both the parties.

The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The location for arbitration will be within NCT of Delhi. Arbitration procedure will be as per Indian Arbitration and conciliation Act, 1996. Further, the power to appoint an Arbitrator vests with Lt. Governor of Delhi.

29. Any dispute shall be subject to exclusive jurisdiction of Delhi Court.

**Assistant Director (Plg./P&I)**

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All the terms & conditions (Sl.No.1 to 29) are accepted and binding on me/us

(Signature of the Tenderer)  
(Rubber Seal)



**ANNEXURE-I**

OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI  
OLD ST. STEPHEN'S COLLEGE BUILDING,  
KASHMERE GATE, DELHI – 110006

**PERFORMA FOR BIDDER'S PARTICULARS (Enclose with technical Bid)**

1	Name of Work/Tender									
2	Name of the Firm/Company/Agency									
3.	Permanent office Address of the Firm/Company/Agency.									
4.	Telephone Number of Firm/Company/Agency: Office Mobile No. Fax no. Email ID	 <hr/> <hr/> <hr/>								
5.	Names of all Directors/Partners/Proprietor etc.									
6.	Name & Designation of Authorized signatory									
7	Telephone Number of Authorized signatory : Office Mobile No. Fax no. Email ID	 <hr/> <hr/> <hr/> <hr/>								
8.	PAN No.									
9.	TIN No.									
10.	Service Tax No.									
11.	Details of EMD (to be deposited in the form of DD/FDR/BG)	<table border="1"><thead><tr><th>Amount</th><th>DD/FDR/BG Number</th><th>Date</th><th>Drawn on</th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td></tr></tbody></table>	Amount	DD/FDR/BG Number	Date	Drawn on				
Amount	DD/FDR/BG Number	Date	Drawn on							

**Declaration by the bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**(Signature of the bidder)**  
**Name of bidder (with seal)**

**ANNEXURE-II**

**OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI  
 OLD ST.STEPHEN'S COLLEGE BUILDING  
 KASHMERE GATE, DELHI-110006**

**PERFORMA FOR TECHNICAL BID FOR ANNUAL MAINTENANCE CONTRACT OF  
 COMPUTERS, PRINTERS & UPS(Offline) FOR ONE YEAR**

Name of the firm/agency : \_\_\_\_\_  
 Address : \_\_\_\_\_  
 : \_\_\_\_\_

S.N	Name of desired Documents	Whether copy of desired certificate/documents are enclosed
1	Valid Registration certificate of the Firm/Company ( if any) (attach self-attested copy of the certificate)	
2	Valid PAN No. of the company/Firm ( attach self attested copy of the PAN Card)	
3	Valid Service Tax registration No. (attach self attested copy of the certificate)	
4	Valid VAT registration No. (attach self attested copy of the certificate)	
5	Pay order/Bank Draft for Rs.10,000/- in favour the Chief Electoral Officer, Delhi as Earnest Money Deposit.	
6	Audited balance sheet for preceding three financial years i.e. 2015-16, 2014-15 & 2013-2014 showing minimum average annual turnover of Rs.75000/- & above generated from AMC of desktops , printers & UPS (Offline) duly authenticated by a registered Chartered Accountant.	
7	Undertaking that their firm/agency is not declared black listed by any Govt./Authority/Department/ Autonomous Body of state/Central Govt. and no criminal case is pending against the said firm/ agency.	
8	Letter of Authorized Signatory	
9	Experience & Past performance on similar contracts for undertaking Annual Maintenance Contract of Computers, Printers and UPS for last three financial years in Govt. departments/ PSU etc.	
10	A statement showing total number of Computers, Printers and UPS undertaken under AMC by the agency during last three financial years i.e. 2015-16, 2014-15 & 2013-2014.	
11	A statement showing total number of service engineers or equitant (BE/B Tech) and Technicians (Diploma Holders) working in the company on the date of submission of online bid.	

This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of tenderer)  
 (Rubber seal)

**Annexure-III**

**OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI  
OLD ST.STEPHEN'S COLLEGE BUILDING  
KASHMERE GATE, DELHI-110006**

**DETAILS OF machines (PC, Printer, UPS(Offline) of which AMC is required**

<b>SI. No.</b>	<b>Name of Equipment</b>	<b>Make/Model/ Configuration</b>	<b>Total qty.</b>	<b>Grand total</b>
1	Computer	HP-7540 Intel ® Core TM 2Duo CPU E4600 @ 2.40 GHz 2.99 2GB RAM	11	25
2.	Computer	DELL Intel Core i3-2120 CPU 3.30 GHz 2GB RAM, 32 Bit Op. System	01	
3	Computer	CELERON CPU 1.80 GHz 1.79 GHz 0.99 GB RAM	01	
4	Computer	ACER Pentium IV CPU, 3.00 GHz, 2.99 GHz, 504 MB RAM	01	
5	Computer	Intel ® Core 2 Duo Intel processor-2.13 GHz, RAM 2 GB, Hard Disk 160 GB	06	
6	Computer	Intel Core TM i3 550 @ 3.20 GHz 2GB RAM, 64 Bit Op. System	01	
7	Computer	HP All in One	04	
8	Printer	HP-1505	02	34
9	Printer	HP-P1106	03	
10	Printer	HP-1010	03	
11	Printer	HP-1022	01	
12	Printer	HP-1020+	04	
13	Printer	Printer HP Laserjet Pro HP-1108	11	
14	Printer	HP Office Jet 8600 Plus e printer	05	
15	Printer	HP Laserjet P 3015DN	02	
16	Printer	HP 2025N	01	
17	Printer	HP 1525N	02	
18	UPS(Offline)	Keptron 1KVA	01	16
19	UPS(Offline)	Keptron 700VA	13	
20	UPS(Offline)	APC back UPS Pro 650 VA	01	
21	UPS(Offline)	Tritronics	01	

**ANNEXURE – IV**

**OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI**  
**OLD ST.STEPHEN’S COLLEGE BUILDING, KASHMERE GATE, DELHI-110006**

**Price- Bid**

**Performa for Financial Bid for AMC of Computers, printers and UPS(Offline)**

_SI. No.	Name of Equipment	Make/Model/ Configuration	Total qty.	AMC Charges per unit (including all taxes /levies/ duties)
1	Computer	HP-7540 Intel ® Core TM 2Duo CPU E4600 @ 2.40 GHz 2.99 2GB RAM	11	
2.	Computer	DELL Intel Core i3-2120 CPU 3.30 GHz 2GB RAM, 32 Bit Op. System	01	
3	Computer	CELERON CPU 1.80 GHz 1.79 GHz 0.99 GB RAM	01	
4	Computer	ACER Pentium IV CPU, 3.00 GHz, 2.99 GHz, 504 MB RAM	01	
5	Computer	Intel ® Core 2 Duo Intel processor-2.13 GHz, RAM 2 GB, Hard Disk 160 GB	06	
6	Computer	Intel Core TM i3 550 @ 3.20 GHz 2GB RAM, 64 Bit Op. System	01	
7	Computer	HP All in One	04	
8	Printer	HP-1505	02	
9	Printer	HP-P1106	03	
10	Printer	HP-1010	03	
11	Printer	HP-1022	01	
12	Printer	HP-1020+	04	
13	Printer	Printer HP Laserjet Pro HP-1108	11	
14	Printer	HP Office Jet 8600 Plus e printer	05	
15	Printer	HP Laserjet P 3015DN	02	
16	Printer	HP 2025N	01	
17	Printer	HP 1525N	02	
18	UPS(Offline)	Keptron 1KVA	01	
19	UPS(Offline)	Keptron 700VA	13	
20	UPS(Offline)	APC back UPS Pro 650 VA	01	
21	UPS(Offline)	Tritronics	01	

**Note :-**

1. Refer clause 23(Scope of work) of terms and conditions of bid document before quoting price/rate by bidder.
2. Only single price/rate must be quoted for each item, failing which bid shall be summarily rejected.

## ANNEXURE-V

### AGREEMENT

This agreement is made at New Delhi on ..... Day of .....2016 for a period of one year from the date of signing of this agreement between the President of India, represented by **THE CHIEF ELECTORAL OFFICER, DELHI, OLD ST. STEPHEN'S COLLEGE BUILDING, KASHMERE GATE, DELHI- 110006** herein after referred to as "First Party" which expression shall unless excluded by or repugnant to the context be deemed to include his/her successor in office and assigns on the one part

**And**

M/s \_\_\_\_\_ through its Proprietor/Partner/Director \_\_\_\_\_ which expression shall unless excluded by or repugnant to the context shall include his representative administrator, executives and assign on the second party.

WEREAS the office of the **Chief Electoral Officer, Delhi** Old St. Stephen's College Building , Kashmere Gate, Delhi-110006 Govt. of National Capital Territory of Delhi required Annual Maintenance Contract for the computers, printers and UPS(Offline) installed in the office of the Chief Electoral Officer, Delhi.

AND WHEREAS M/s \_\_\_\_\_ has agreed to provide the AMC at the prices/rates (as per list enclosed ) inclusive of all taxes /duties/levies, for a period of one year from the date of signing of this agreement as per requirement.

### SCHEDULE OF THE AGREEMENT

This Agreement shall be valid for a period of one year from the date of signing of Agreement and may be extended, if required by mutual agreement.

### TERMS AND CONDITIONS

1. The second party shall truly and faithfully carry on the said job as is done by the service provider in proper manner for whole period of one year.
2. The second party shall not assign this agreement to any other party.
3. The rates shall be valid for one-year with effect from the date of Agreement and may be extendable, if required, by mutual agreement for a period not more than one year on the same terms and conditions.

4. If any information furnished by second party is found to be incorrect or false at any time, the tender will be liable to be terminated without any notice and the security deposit is liable to be forfeited.
5. The department reserves the right to terminate the contract at any time without assigning any reason. The tender/contract/agreement shall come to an end without prejudice to any right remedy that may be accrued to the contractor.
6. All the terms and conditions of the tender document shall be binding on the contractor. If any terms and condition is violated by the contractor, the performance security shall be forfeited, besides blacklisting may be done.
7. **SCOPE OF WORK :**
  - a) The comprehensive maintenance includes preventive maintenance/quarterly / regular services of the Desktops, Printers & UPS(offline) and/ or replacement of any items necessary for keeping the Desktops, Printers and UPS(Offline) active and free from any defects/disturbances and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the Desktops, Printers and UPS.
  - b) The replacement of the all spares parts (excluding printer heads, UPS batteries, printer ribbons and toner/cartridges) is included under the AMC. The replacement of defective spares parts with good quality and standard spare parts will be done by the Bidder without any extra charge of any kind.
  - c) The comprehensive maintenance shall be carried out primarily at the premises of Office of Chief Electoral Officer, Delhi at Old St. Stephen's College Building, Kashmere Gate, Delhi. In case, the Bidder feels that the equipment cannot be repaired at site. They will carry and deliver the equipment on their own cost and risk to get it repaired in 72 hours.
  - d) In case of reinstallation of software, the AMC vendor will not install a pirated copy in any circumstance. The AMC vendor will ensure that Office of Chief Electoral Officer, Delhi provides the original and licensed version of the software/OS. In case of any issue, the AMC vendor will report it to Office of Chief Electoral Officer, Delhi of such circumstance in writing.
8. **Response time :** The support personnel should be available over phone and is required to be responsible for single point of contact of Office of Chief Electoral Officer, Delhi. On breakdown situations or when directed by Office of Chief Electoral Officer, Delhi response time to reach maintenance location for maintenance by support personnel should not exceed 2 hours.

The system down time should not exceed 72 hours from the time at which the complaint was made. If the down time is more than 72 hours, the

Bidder will provide a stand by system. In case the system is not repaired or an alternative system not supplied within the period of 72 hours from the time of failure report then the CEO office may 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.

- 9. System Uptime :** The Bidder shall ensure 95% uptime for Desktops and other equipments failing which a penalty as proposed by the CEO Office will be imposed. However before imposing penalty, the CEO Office will issue a show cause notice in which the details of downtime will be mentioned. It will also include the penalty proposed to be imposed on the Bidder. The breakdown time will be worked out as under:

Total machine day(X)= (No of equipment under AMC) \* No of Working Days in a quarter.

Break-Down (Y) = ( No of Desktops or Printers or UPS under breakdown) \* No of breakdown days.

Percentage uptime =  $(X-Y/X)*100$ .

- 10. Payment Schedule :** Payment for AMC shall be made quarterly, within 30 days from the date of receipt of correct invoice(in triplicate).
- 11. Force majeure :** The Office of CEO, Delhi, against the other, in case of any failure of omission of calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikes, riots, embargoes from any political reasons beyond the control of any part including war(whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party.
- 12.** Has delayed the performance of its work as it was beyond its reasonable control and it has not due to negligence of default on its part.
- 13.** Either party as and when given notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government Department or agency or chamber of commerce. The parties shall be relieved of their respective obligation to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provide hereinabove.
- 14. Arbitration Clause :** In the event of any question, dispute or differences arising between the parties relating to the interpretation and application of the provision of this agreement, such disputes or differences shall be

resolved amicably with the mutual consultations and on failure to do so shall be referred for arbitration. The decision of the Arbitrator to the agreement in this regard shall be final and binding upon both the parties.

The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The location for arbitration will be within NCT of Delhi. Arbitration procedure will be as per Indian Arbitration and conciliation Act, 1996. Further, the power to appoint an Arbitrator vests with Lt. Governor of Delhi.

- 15. Any dispute shall be subject to exclusive jurisdiction of Delhi Court.
- 16. All the terms and conditions stipulated in tender document forms part of this Agreement.

**THE AGREEMENT**

This document signed by both the parties shall constitute the entire agreement binding on both the parties.

This agreement has been executed in the English Language in two originals and each party has retained one original. In witness whereof each of the parties hereto has caused this agreement to be executed as on the day, the month and the year first above written.

Signature of the Contractor  
(Second Party)  
With seal

**Witness:**

Name \_\_\_\_\_

Address \_\_\_\_\_

**Witness:**

Name \_\_\_\_\_

Address \_\_\_\_\_

For and on behalf of the President of India

(Department)  
First Party  
With seal