

TERMS AND CONDITIONS FOR ANNUAL CONTRACT OF COMPUTER, PRINTER & UPS

1. Definitions

The “Principal” means the O/o Commissioner of Income Tax (DR) (Admn.), ITAT, 11th Floor, Lok Nayak Bhawan, Khan Market, New Delhi.

The Party to whom the contract will be awarded means the Contractor

“Commissioner of Income Tax New Delhi” means “Commissioner of Income Tax(DR)(Admn.), 11th Floor, Lok Nayak Bhawan, Khan Market, New Delhi” or any other representative authorized by it or by Commissioner of Income Tax (DR)(Admn.), ITAT, New Delhi.

“The Maintenance fees” means the Annual Maintenance Charges or any other sums payable by the Principal to the Contractor under the Contract for the full and proper performance of its contractual obligation, on proportionate basis of a quarter,

2. Scope of Service

The Contractor shall provide the Maintenance services to the Principal for maintaining the goods for a period of one year. The Contractor’s obligation towards maintenance shall be limited to the goods and maintenance services.

The Contractor shall provide the maintenance Services, normally between 09:30 hours to 18:00 hours from Monday to Saturday, at the Principal’s premises. The Contractor shall also attend emergent calls even during the holidays or as and when required. The emergent calls will be for the PCs & other equipments. The emergent call will be if the Principal is not in a position to run any of its application system due to the failure of PCs & other equipments.

It shall be the responsibility of the Contractor to keep the Goods covered under this Annual Maintenance Contract (hereafter referred to as the AMC) in sound working condition during the tenure of the contract. For requirements pertaining to services parts, required if any, are to be provided on chargeable basis.

The maintenance services shall consist of corrective and Preventive Maintenance Services, unlimited breakdown call services not including carrying out the necessary hardware repairs replacement which will be chargeable. The Contractor shall attend the preventive maintenance calls.

The Contractor shall make all efforts to repair as far as possible the goods at the Principal’s site (s) itself. However, if it is felt absolutely necessary to take any units of the Goods to the Contractor’s work for repairs, the Contractor shall take the entire responsibility for the safe custody of the unit/units taken out for repairs till they are handed over to the Principal free of cost, and in case of non availability of same system, a compatible system of same or of better quality will be provided by the Contractor to the Principal.

The Contractor shall advise and guide the Principal on the removal of viruses if so desired by the Principal in case of PCS & other equipment and this clause shall be treated as declared in case of printers.

In case of breakdown during the currency of this Annual Maintenance Contract, the Contractor shall delegate its expert(s) in order to fix the problems at the earliest, at no additional cost only if any parts are require, will be changed on chargeable basis.

The Principal shall pay to the Contractor the Maintenance fees on pro rata basis in four quarterly installments.

The Contact person for all the matters of correspondence shall be the O/o Commissioner of Income Tax(DR)(Admn.), New Delhi.

3. Duration of Contract

This contract comes into effect from the date of execution of agreement and shall be valid for a period of one year.

4. Addition of new Goods/Deletion of existing goods

The Principal reserves the right to delete/ include any of the Goods in the existing contract during the currency of the contract. However, the rates for inclusion of new Goods into the contract shall be on pro rata basis mutually worked out by both the parties.

The Principal reserves the right to relocate the Goods as and when necessary after intimation to the Contractor in Delhi region only. The Contractor shall assist the Principal and also be responsible for disassembly and assembly of the goods during the relocation of the Goods. The Contractor shall however, not be responsible for and damages caused to goods during transportation and relocation of the Goods. It shall be the sole responsibility of the Principal that no damage is caused to the Goods during the relocation. The relocation charge, if any, shall be borne by the Principal at mutually agreed price(s)

5. Exemption

The Contractor shall not be liable for failure to perform any of its obligations under or arising out this contract if such failure arises from any 'Force Majeure' and /or any measure taken by the Govt., whatsoever which renders it impossible for the Contractor to fulfill its obligation under this contract.

The Contractor shall not be liable for any delay, failure, breakdown, loss or injury caused by;

- A) The Goods for which Principal has failed to follow any reasonable recommendation made by the Contractor with respect to its care and use, including but not limited to use with the equipment of appropriate media and expendables,
- B) The Goods supplied by the Principal or any third Party or,
- C) The Goods modified by the Principal or any third Party or,
- D) Any requirement of Post, Telegraphs and Telecommunication Authority.

The Maintenance Services to be provided by the Contractor shall not include:

- a) Electrical work external to the machine or maintenance of accessories, attachment, machines or other devices and consumable items such as stationary. Printer ribbons, printer cartridge, printer heads, sleeves, fuser assemblies and plastic parts, picture tubes are not covered under the agreement.

6. Spare Parts

The Contractor may provide spare parts required for the repair maintenance of the goods on chargeable basis

7. Preventive Maintenance

The Contractor shall undertake preventive maintenance of the goods under this Annual Maintenance Contract at regular intervals of time. The periodicity of maintenance shall be quarterly,

It shall be the responsibility of the Contractor to furnish along with its maintenance Bills a Certificate regarding the Preventive Maintenance, duly authenticated by the Authorized officer of the Department,

The Contractor shall provide in advance a schedule of mutually agreed date for preventive Maintenance of the PC's & other equipment respectively. To the Authorized office of the Principal, it shall be the responsibility of the Contractor to maintain a proper record for each preventive Maintenance carried out by its service Engineer,

8 UPS – Time Guarantee

Printers are covered under this Annual Maintenance Contract
Maximum downtime for any of the Goods should not exceed 24 working hours continuously, at the site of the Department, Also the Contractor shall ensure that the Goods shall not remain down for more than 15 days continuously.

If however, the goods remain down for more than 15 days continuously due to services provided by the Contractor then the Principal shall have the right to impose a penalty of Rs. 100 (Rupees one hundred) per day in case of PC's & other equipments for the Annual Maintenance fees payable to the Contractor. The penalty so imposed shall however not exceed 150% of Annual Maintenance charged calculated

9 Response Time

The Contractor shall ensure the response time for attending to the complaint calls for maintenance services given below;

[PC's & other equipment [within 4-8 working hours from the time of lodgment of complaint]

10 Payment Terms

Annual maintenance fees shall be payable by the Principal to the Contractor in four quarterly equal installments on pro-rata basis in advance.

The payment for the installment shall be released by the Principal to the Contractor after taking into account the deductible amount, if any, on account of down time and or failure to meet the guaranteed uptime due to malfunction of the goods as certified by the authorized officers of the Principal at New Delhi. The downtime calculation shall be jointly evaluated by the authorized officers of the Principal and the Service Engineers of the Contractor. The Down Time report shall be maintained by the Principal.

It shall be the responsibility of the Contractor to submit the bills along with preventive maintenance Report duly authenticated by the authorized officer of the Department. If, however, the reports, to be submitted by the Contractor along with bills, for release of its payment is delayed for more than 15 days for no fault of the Principal, then the Principal may make the deduction on account of the down time from the subsequent payment is payable to the Contractor by the Principal.

11 Annual maintenance fees

11.1 The Annual maintenance Fees shall be payable by the Principal to the Contractor on the pro-rata basis at the rates given at price proposal.

12 Price Fall

12.1 The Annual Maintenance Fee payable to the Contractor by the Principal under this Contract shall not in any event whatsoever, exceed the charges for the similar contract entered into by the Contractor with any other third Party during the currency of the contract.

12.2 If at any time during the said period, the Contractor reduced the Maintenance charges or offers to maintain similar goods for any persons/ organization including the Principal or any department of state of Central Govt. or any other Department of a State Govt. or Statutory undertaking of the Central or State Govt. as the case may be, it shall forthwith notify such reduction of maintenance charged or offer to maintain to goods and the price payable under the contract of maintenance of good and the price payable under the contract of maintenance of goods and the date of coming into force of such reduction the offer for maintenance shall stand correspondingly reduced.

13 Contract Amendments

13.1 No variation in or modification of the terms of the terms of the contract shall be made except by written amendment signed by the parties.

14 Assignment

14.1 The Contractor shall not assign, in whole or in part, its obligations to perform under contract except with the Principal's prior written consent.

15 Subcontracts

15.1 The Contractor shall notify the Principal in writing of all subcontracts awarded by the Contractor, if not already specified in its bid. Such notification in its original bid or later, shall not relieve the Contractor from any liability or obligation under the contract.

16 Delays in Contractor's performance

16.1 Performance of maintenance Services shall be made by the Contractor in accordance with the provisions in the contract.

16.2 An unexcused delay by the Contractor in the performance of its obligation shall render the Contractor liable to Termination of Contract for default.

16.3 If at any time during performance of the Contract, the Contractor or its subcontractors (s) should encounter conditions impeding timely performance of services, the Contractor shall promptly notify the Principal in writing of the fact of the delay, its likely duration and its causes as soon as possible. After receipt of the Contractor's notice, the Principal shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be notified by the parties by amendment of the contract.

17 Termination for Default

17.1 The Principal without prejudice to any other remedy for breach of contract by a written notice of default sent to the Contractor Terminate the Contract either in whole or in part

- (a) If the Contractor fails to perform the maintenance services within the time specified in the contract or any extension there-of granted by the Principal or
- (b) If the Contractor fails to perform its any other obligation (s) under the contract

18 Force Majeure

- 18.1 The Contractor shall be liable for termination for default if and the extent that its delay in performance or other failure to perform its obligation under the Contract is the result of an event of force majeure.
- 18.2 For purpose of this clause. “ Force Majeure” means an event beyond the control of the Contractor and not involving the Contractor’s fault of negligence and not foreseeable such event same include, but not restricted to, acts of the Contractor either in its sovereigns of contractual capacity, wars of revolutions, fires, floods, epidemics quarantine and embargoes.
- 18.3 If a majeure situation arises the Contractor shall promptly notify the Principal in writing of such condition and the cause there-of, unless otherwise directed by the Principal in writing the Contractor shall continue to perform its obligations under the contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19 Termination on Insolvency

- 19.1 The Principal may at any time terminate the contract by giving written notice to the Contractor, without compensation to the Contractor , if the Contractor becomes bankrupt or otherwise, insolvent provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Principal.

20 Arbitration

- 20.1 The Principal and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Principal and the Contractor have been unable to resolve amicably a contract dispute, either Party may require that the dispute be referred for resolution to the formal mechanism.
- 20.3 In case of the dispute or difference arising between the Principal and the Contractor relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to award of two Arbitrators, one Arbitrators to be nominated by the Principal and the other to be nominated by the Contractor in case of said Arbitrator not agreeing then to the award of an umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the arbitration council of India of Engineers’ , India. The Award of the Arbitrators, and in the event of the INDIA Arbitration Act 1940 the rules there under and any statutory modification or re-enactment thereof, shall apply to the arbitration proceedings.
- 20.4 The venue of arbitration shall be from where the Contract is signed

21. Governing Language

- 21.1 The Contract shall be written in English that language version of the Contract shall govern its interpretation All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in that same language.

22. Application LAW

- 22.1 The contract shall be governed in accordance with the Indian Laws

23. Notice.

23.1 Any notice by one party to the other pursuant to the contract shall be sent in writing or by telegram or telex/cable/fax and confirmed in writing to the address specified for the purpose into the contract.

23.2 A notice shall be effective when delivered or on the notices' effective date, whichever is late,

24. Deductions

24.1 payments shall be subject to deduction of any amount for which the Contractor is liable under the agreement against this contract

25. Miscellaneous

25.1 In the event of any damage to the Principal's property or personal injury to the Principal Contractor's personal sue to the negligence of the Contractor's employees. The responsibility shall solely rest upon with the Contractor.

25.2 The Principal shall :

- a) Ensure that the site(s) and the environmental conditions such as power conditioning equipments are up to the standard as required by the Contractor. The Contractor shall certify the fitness of the environmental conditions before the commencement of the Annual maintenance contract.
- b) Ensure that the Device Engineers of the Contractor have full access to the Goods covered under this Annual Maintenance Contract to enable the Contractor to provide the maintenance services, make available to the Service Engineers of the Contractor appropriate technical manpower of the Principal who are familiar with the Goods and their working. The Principal shall also provide suitable working space, infrastructural facilities such as safe storage for the maintenances of goods and spares at no extra cost of the Contractor .
- c) Pay to the Contractor for any repairs, adjustments, replacements of effort due to damage caused to the goods on accounts of the following;
Use of unapproved suppliers, spare so accessories and consumable.
- d) The Contractor shall provide to the Principal a list of such items confirming to their standards before the commencement of this contract. The Principal shall if required, procure such items of mutually agreed and standard.
- e) The Engineer will be at the dispatch of the office thrice a week. All the calls will be attended promptly and within set period time.

TENDER DOCUMENT

Subject: AMC for 40 Computers along with Printers & UPS in the O/o Commissioner of Income Tax (DR)(Admn.), ITAT, Lok Nayak Bhawan, Khan Market, New Delhi – 110003.

The Commissioner of Income Tax (DR) (Admn.), Income Tax Appellate Tribunal, Lok Nayak Bhawan, New Delhi on behalf of the President of India invites Quotations in sealed covers from reputed parties latest by 1 P.M. on 06.08.2012 for awarding of AMC for computers, printers and UPS in the office of CIT(DR)(Admn.) for a period of one year.

The bid shall consist of two parts- “**Technical Bid**” and “**Price Bid**”. Both the bids are to be placed in two sealed envelopes (clearly super scribing ‘Technical Bid’ and ‘Price Bid’) which in turn are to be placed in one sealed cover. The Bids of all parties, whose Price Bid are not in separate sealed cover or the rates quoted by them finds mention in their Technical Bid shall be rejected forthwith. All the information sought under the head “Conditions” and ‘Other Information to be supplied’ is to be given in Technical Bid while the price quoted by them will have to be mentioned **only in the Price Bid**. The Price Bid of only those parties shall be opened whose Technical Bids are found to be eligible.

Quotation should be sent in sealed covers super scribed as “**Quotation of AMC for Computers, Printers, and UPS**” should reach the office of the Commissioner of Income Tax(DR)(Admn.), Income Tax Appellate Tribunal, 11th Floor, Lok Nayak Bhawan, New Delhi latest by 1 P.M. on 06.08.2012. Documents for Technical bid & Price bid are to be placed in two separate sealed envelopes (clearly super-scribing ‘Technical Bid’ and “Price Bid”) which in turn are to be placed in one sealed cover.

The Technical bid shall be opened at 3 PM on 07.08.2012 in the chamber of the Commissioner of Income Tax (DR)(Admn.), Income Tax Appellate Tribunal, 11th Floor, Lok Nayak Bhawan, Khan Market, New Delhi - 110003.

Technical Bid

The interest parties are requested to provide the following information alongwith the quotations:-

1. Name and Address of the Contractor:
2. Nature of Business:
3. Income Tax assessment particulars for the last three years, Ward and PAN:
4. Turnover in the past three years:
5. Details of Contract awarded in the past:
 - a. Name and Addresses of the parties to whom service provided
 - b. Period for which services provided
 - c. Number of parties to whom services provided

PRICE BID

S.No.	Description of Machines	Unit Price for AMC for one year
1.	Computer	
2.	Printer	
3.	UPS	