

No.F.9-5/2018-DAE(Estt.)  
DIRECTORATE OF ADULT EDUCATION  
Department of School Education & Literacy  
Ministry of Human Resource Development  
Government of India

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Block No.10, Jamnagar House  
Shahjahan Road, New Delhi-110011

Dated: 29<sup>th</sup> June, 2020

To

M/s Capital Electronics  
RZG-1/53B, Mandir Marg  
Mahavir Enclave  
Palam Dabri Road  
New Delhi -110045

**Sub:** Comprehensive Annual Maintenance Contract (AMC) of Additional four Computers after expiry of their Warranty period – reg.


Sir,

I am to refer to this Directorate's letter of even number dated 10.12.2019 by which the approval of the Director, Directorate of Adult Education, M/o Human Resource Development, New Delhi-110011 was conveyed for the award of comprehensive Annual Maintenance Contract for a period of one year with effect from 09.12.2019 to 08.12.2020 for 17 computers.

2. Further, I am to convey the approval of the Director, DAE for extending the AMC for the four additional computers of this Directorate, after expiry of the warranty period @ Rs.634/- per computer excluding GST. The maintenance contract of these additional four computers will be effected from 9.6.2020 which will be valid for the remaining two quarters up to 08.12.2020. The terms and conditions are as follows.

**Terms and Conditions:**

- The Firm will be required to do the work for a period of one year from 09.12.2019 to 08.11.2020. The Director, Directorate of Adult Education shall, however, reserve the right to terminate the contract at any time without assigning any reason.
- The selected agency will have to submit a security deposit EMD (10% of the cost of the work) in the form of Bank Guarantee/FDR for a period of one year drawn in favour of 'The Director, Directorate of Adult Education, New Delhi.'
- On rendering satisfactory service and fulfilling terms and conditions of the AMC agreed upon, the payment will be made in four equal quarterly instalments i.e. one instalment at the end of each completed quarter of the year during the contract period after furnishing job certificate.

Received  


- It shall be the responsibility of the Firm to handover to this Directorate all the computers etc. covered under AMC in working condition before one week of the expiry of the contract period.
- No extra payments on account of natural calamities or otherwise will be made to the Firm except that all inclusive rate and the rates permitted under this contract.
- After the contract is awarded, the Firm will be required to fix all the required accessories to the Computers etc. in question and bring them in working orders.
- The Firm will be required to attend all the complaints/faults within a short span of time or within 24 hours. The work is to be carried out in the office premises itself. However, only such work which cannot be done in the office premises will be allowed to be done outside with the permission of the Competent Authority.
- The Firm would be required to provide alternate equipment, if repair is likely to take longer period of time.
- Failure to repair/servicing the equipment in question within reasonable time, without adequate reasons or to return the machine within a week may entail proportionate deduction in the bill in respect of the excess period.
- The Firm shall make its own arrangement for software/drivers etc. required for maintaining the computers, printers, scanner etc.
- The contract shall be on a comprehensive maintenance service basis and no extra charges for any wear and tear/spare parts etc. shall be made by the Directorate of Adult Education. During the contract period it will be the responsibility of the Firm to keep the equipments in perfect working order, except consumable items like Fuser assembly, Drum/toner cartridges for printers, PCB and batteries for UPS, all other parts are covered under AMC.
- Expenses towards any variation in number of Computers/peripherals etc. as listed above will be adjusted on pro-rata basis.
- The rates quoted shall remain in force for the full period of the contract. No demand for revision of rates on any account shall be entertained during the contract period.
- It shall be open to the Directorate of Adult Education to extend the terms of the agreement on the same terms and conditions for a further period, if necessary.
- In case the performance of the Firm is not found satisfactory, the contract will be terminated without assigning any reason.

**Force Majeure.**

In the event of either party, being rendered unable by force majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period of delay which is directly caused by such force majeure event. The term 'Force Majeure' as employed herein shall mean acts of God, war, civil riots, fire and flood directly affecting the performance of the contract, flood and Acts and Regulations of Central/State government of the parties, to this contract. Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 72 hrs. of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of the claims. Time for performance of the relative obligation suspended by Force Majeure shall stand extended by the period for which such cause lasts.





If to be suspended by Force Majeure, conditions lasting for more than 2 (two) months, Directorate of Adult Education, New Delhi shall have the option of cancelling this contract/order in whole or part at his discretion without any liability at his part.

**Subletting and Assignment.**

The Firm shall not, save with the precious consent in writing of the contracting authority, sub-let, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever provided nevertheless that any such consent shall not relieve the Firm from any obligation, duty or responsibility under the contract.

**Applicable Law & Jurisdiction.**

This contract/order, including all matters connected with the contract, shall be governed by the Indian Laws, both substantive and procedural for the time being in force and shall be subject to exclusive jurisdiction of courts at Delhi.

**Arbitration.**

Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time, in connection, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be referred to the arbitration of a Sole Arbitrator to be appointed by the Director, DAE, New Delhi. Appointment of the Arbitrator shall be made within 30 days of the receipt of the arbitration notice. If the arbitrator so appointed dies, resigns withdraws or is incapacitated for any reasons from proceedings, it shall be lawful for the Director, DAE, New Delhi to appoint another person in his place in the same manner aforesaid. Such person shall proceed with the reference from the stage where his predecessor left, if both parties consent to the same, otherwise he shall precede de novo.

It is a term of the contract/order that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. It is also a term of the Contract/Order that neither party to the Contract/Order shall be entitled for any interest on the amount of the awards.

The Arbitrator shall be deemed to have entered upon the reference on the date of the issue of the notice by him to both the parties for filling of claims etc.

The Arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the Arbitration shall be at Delhi.

The fees of the Arbitrator, costs and other expenses incidental to the Arbitration proceedings shall be borne equally by the parties.



Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

*Renu Nigam*

Yours faithfully,  
*Renu Nigam*  
(Renu Nigam)  
Under Secretary (AE.I) & Head of Office