GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI
O/o Registrar Cooperative Societies
Parliament Street, New Delhi-110001

F.No: [Redacted] Dated: 12/11/15

NIT ID No. [Redacted] Part File II/Com[Redacted]/1865-1867

Tender Notice

For and on behalf of the President of India, tenders are invited for the Annual Maintenance Contract of Annual Maintenance Contract of Local Area Network (LAN) Active and Passive Components at O/o Registrar Cooperative Societies, Govt of NCT of Delhi and Delhi Cooperative Tribunal (DCT), Vikas Bhawan-II, Civil Lines, Delhi from the vendors working in union Territory of Govt. of NCT of Delhi. The NIT has already been uploaded and available along with the terms and conditions and detailed specifications at rcs.delhigovt.nic.in. All the bidders are requested to apply before the last date and time of closing of tender.

Estimated cost of the Work : NA
Date of release of tender : 13/11/2015
Last date/time of receipt of bids/Quotations : 27/11/15 upto 11.00 AM
Pre-qualification Bid (Technical Bid) opening : 27/11/15 at 2.00 PM
Date/time of opening of price bids/quotations : 27/11/15 at 2.30 PM

Further information may be seen at https://rcs.delhigovt.nic.in.

If the date of opening of bids happens to be holiday then the bids will be opened on the next working day at the same time in the presence of the Bidders who wish to be present.

(T. Tarun Kumar)
Assistant Director
(Registrar Cooperative Societies)

File No.: [Redacted] Dated: 12/11/15

Copy to:-

a) PA to RCS, PA to Spl. RCS, DRCS II, O/o RCS, GNCTD,
b) Computer Cell to upload on the website of this Department,
c) Administration Branch: To place on Notice Board
d) Guard file.

(T. Tarun Kumar)
Assistant Director
(Registrar Cooperative Societies)
GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI
O/o Registrar Cooperative Societies
Parliament Street, New Delhi-110001

TERMS AND CONDITIONS OF THE OPEN LIMITED TENDER FOR ANNUAL MAINTENANCE CONTRACT OF LOCAL AREA NETWORK (LAN) ACTIVE AND PASSIVE COMPONENTS, UPS’s AND ITS PHERIPHERALS AT O/o Registrar Cooperative Societies, Govt of NCT of Delhi.

The O/o Registrar Cooperative Societies, Govt of NCT of Delhi are inviting limited tenders from the reputed agency/firms/companies for Annual Maintenance Contract of Local Area Network (LAN), UPS’s and its peripherals mentioned at Annexure-A. The Pre-qualification Bid (Technical Bid) and the financial bid will be opened as per above schedule, in case if tenderer fulfill all conditions in the pre-qualification bid. O/o Registrar Cooperative Societies, Govt of NCT of Delhi reserves the right to accept any tender or reject any or all the tenders without assigning any reason thereof.

1. TERMS & CONDITIONS OF THE MAINTENANCE CONTRACT OF THE LOCAL AREA NETWORK (ACTIVE & PASSIVE COMPONENTS), UPS’S AND ITS PHERIPHERALS O/O REGISTRAR COOPERATIVE SOCIETIES, GOVT OF NCT OF DELHI

1.1 The contractors are advised to study the Terms & Conditions of Tender carefully before submission of tender bid (Technical Bid & Commercial Bids). The contractor submitting tender bid would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written shall be entertained in respect of acceptance/rejection of the tender. Quotation must be unconditional.

1.2 Department shall not pay costs incurred towards preparation and submission of the bid or any other expenditure in this regard to the bidder.

1.3 The contractor should quote the rates for AMC of LAN, UPS’s and its peripherals and rate contract of LAN components for new connectivity in the proforma given in Annexure A of tender document. In case of of variation in price of new LAN components, the firm having lowest quote of AMC of LAN should agree to provide all components at the lowest rate in the comparative list. Financial Bid should be filled in by the tenderer mentioning the rates both in words and figures. The rates should be quoted in Indian Rupees inclusive taxes if any. Failing which no taxes shall be paid by the department.

1.4 The terms and conditions of the contract and the rates tendered should be signed by the tenderer with the seal of the tenderer appended with.

1.5 Only the offers submitted off line will be accepted. The offers submitted by Telex/Telegram/Facsimile/e-mail/physically submission of tender or any manner other than specified in this tender document shall not be considered. No correspondence shall be entertained on this matter from any tenderer(s).

(a) The off line tender involves and two stage scrutiny. (First part & second part)
(b) Only the Pre-qualification Bid shall be opened first.(First part)
(c) The financial bids/price bids shall be open of only those tenderer who qualify the pre-qualification. (Second part)
1.6 **Pre-Qualification Bid containing the following documents and other financial qualification shall be submitted, without which the tender of the firm shall be rejected.**

i). Scanned Signed and stamped undertaking on prescribed copy of proforma encloses a Annexure "B"

ii). An undertaking to the effect that tenderer has no personal/official dealings whatsoever with the officers/officials of the O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, (Scanned Signed and stamped)

iii). Undertaking for honoring all aspects of fair trade practices (Scanned Signed and stamped).

iv). Undertaking for no criminal record of the tenderer (Scanned Signed and stamped)

v). Undertaking about No Black Listing (Scanned Signed and stamped).

vi). Scanned attested copy of the PAN Number.

vii). Scanned copy of TIN No., Service tax Registration number.

viii). Scanned signed and stamped of an undertaking about replacement of defective parts that all defective parts of active and passive shall be with new branded parts of same make or OEM (Original Equipment Manufacturer) only.

ix). Scanned attested copy of certificate regarding satisfactory completion of Maintenance Contract of LAN issued by various organizations for the last 3 years.

1.8 That the stamp duty/other charges payable under the law, in respect of this Deed shall be borne by the contractor.

1.9 limited tender once submitted shall be final and no amendment shall be permitted after the close of the bid.

1.10 A duly constituted Purchase Committee (PC) shall evaluate Pre-Qualification Bids on the basis of technical document required clearly mentioned in the enclosed terms and conditions of this limited tender and shortlist the tenderer for further processing.

1.11 The AMC shall cover comprehensive maintenance which includes preventive maintenance as well as corrective maintenance. **Quantity may vary.**

1.12 Telephone and Internet facilities to the contractor should not be provided by the department.

1.13 No interest shall be paid on the EMD & BG/Performance Guarantee deposited by the Agency.

1.14 Department reserves the right to modify and amend of the above stipulated conditions/criterion depending upon priorities vis-à-vis urgent commitments.

1.15 Contractor shall deploy qualified Resident Engineer/s permanently for early resolution of equipment malfunctions.

2. **CONTRACT PERIOD**- The AMC rates will be valid initially for one year. This contract may be renewed for further periods with same terms & condition, provided the department is satisfied with the service of the vendor. However, final decision shall rest with the department. The rates for Active and Passive Components for new connectivity will also be valid initially for one year, which may be extended for further period with the same terms and conditions.

Further, the AMC may be terminated with one month prior notice if the service of the vendor is found unsatisfactory.

3. **SCOPE OF WORK.**
3.1 Help Desk Services
Agency will provide all time Help Desk Service from its Office or any other location to O/o Registrar Cooperative Societies, Govt. of NCT of Delhi. So that user should be able to call the help desk over a local phone or toll free Number to lodge a complaint and to seek solution to their problem over phone.
Help Desk should be manned by technically competent staff that can provide on line solution. Agency should provide multiple means of problem reporting, such as, phone, e-mail, web based complaint system. All complaints given by user to service provider personnel verbally should also be lodged. All problems should be tracked till they are resolved satisfactorily. Agency should provide daily, weekly, monthly and quarterly reports about the logged calls.

3.2 LAN Active Component Maintenance Services
For all the active components of the LAN in O/o Registrar Cooperative Societies, Govt. of NCT of Delhi the agency will be responsible for identification of the all problems of active components. Accordingly the agency will repair/replace the Active Components with new branded parts of same make or OEM make only, without any extra charge of any kind. Used/repaired parts of any other brand from any other sources are not accepted. Agency will be responsible for configuring/loading all active components including layer switches, Modem, user end client machines for OS, antiviruses, patch management Network etc. as and when required. Agency would submit monthly and quarterly report of active components maintenance to Incharge, Computer Branch, at O/o Registrar Cooperative Societies, Govt. of NCT of Delhi. Agency will also carry out any changes in the configuration as and when required by the department. Agency shall also be responsible for replacement of all defective patch cords with same or AMP/KRONE/SISTYMAX only without any charges/cost by the contractor itself.

3.3 LAN Passive Component Maintenance Services
Passive components maintenance involves problem identification, removal/relaying of cables, PVC cable ducts, channels, termination, splicing and connections are included in the AMC. Required material, tools instruments consumables etc. are also to be provided by the Agency. No extra payment will be made by the department. In addition, the agency will also carry out all shifting of connectivity wherever necessary. Any material used in shifting is also to be provided by the service provider. No payment will be made by the department.
The replacement of defective components/ spare parts/cables shall be made with new branded parts of equivalent or Original Equipment Manufacturer without any extra charges/cost by the agency. The replacement of cables shall be made with the same type or enhanced with brand. Used/repaired parts of any other brand from any other source are not accepted.
The agency shall also be responsible for replacement of all defective patch cords installed in the department without any extra cost.
3.4 **Network Security Services**  
As the O/o Registrar Cooperative Societies, Govt. of NCT of Delhi is sensitive department the service provider is responsible for security of the Network. The Network switches should be so managed that, only authenticated person is able to retrieve data from each network port.

4. **Terms of Services**

4.1 The agency shall truly & faithfully carry on the maintenance job as is done by the services/business houses in proper manner/standard fashion for preventive and comprehensive maintenance of the LAN (Active & Passive) components of O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, as mentioned in Annexure—A to the extent and its satisfaction for a period of one year.

4.2 AMC shall cover comprehensive maintenance which includes preventive maintenance as well as corrective maintenance.

4.3 The comprehensive maintenance shall be carried out primarily at the premises of O/o Registrar Cooperative Societies, Govt. of NCT of Delhi on Monday to Saturday from 9.30 AM to 6.00 PM and even beyond that depending upon the exigencies of the work. In case the service provider feels that the equipment can not be repaired at site, they will carry & deliver the equipment at their own cost and get it repaired promptly within 8 working hours, failing which, the equipment shall be treated as non-operational and a penalty as applicable in the case of defective components shall be imposed and recovered from the performance guarantee or payment due to the service provider.

4.4 In the event of non-satisfactory conduct of maintenance services, department shall have the right to terminate the maintenance contract giving a notice and forfeit all due to the service provider.

4.5 The environment conditions in which the equipment (Active & Passive) is presently installed are quite satisfactory and the service provider shall not raise any condition with regard to the working environment for the equipment covered under AMC.

4.6 The calls are received centrally and shall be forwarded to the service provider by the concerned official of the department and shall be attended immediately on receipt of the same. The agency shall maintain proper service call sheets which will be duly signed by the engineer and the owner of the equipment.

4.7 The replaced defective parts shall be the property of the service provider if it is replaced free of cost.

4.8 AMC shall cover each and every parts of Active & Passive components including plastic body and parts, replacement of any part necessary for keeping the network systems active and free from any defects/disturbance any unscheduled called for corrective and/or preventive maintenance services taking appropriate measures in time to set right the malfunctioning of the network systems. The replacement of all spares (Active & Passive) including plastic parts and body is included in the AMC.

4.9 All equipment installed in the department and mentioned Annexure –A are under AMC with the existing service provider and can be inspected prior to award of the contract. Deficiency noticed, if any, may be brought in writing to the notice of the department so that the same is set right by the existing service provider before handing over to the new firm.

4.10 Fault intimated and/or noticed after award of the contract shall be rectified by the new agency entrusted with the award of the contract at no extra cost.
4.11 The agency will ensure 100% uptime for the entire equipment failing which penalty shall be imposed.

4.12 It is certified that all the equipment are operational under controlled power supply and therefore, all defective equipment shall be rectified/replaced without any additional cost to the department, in case of short circuit or otherwise, department shall be liable for any mishandling of the equipment.

4.13 The agency shall also be responsible for replacement of all defective Active and Passive components. Defective parts shall be made with new branded parts of same make or OEM (Original Equipment Manufacturer) only without any charges/cost by the agency itself.

4.14 The agency shall carry out schedule Preventive Maintenance once in three months for all Switches/LIU/Jack Panel/Rack etc. Agency would submit calls sheets/PM reports to the Incharge Computer Branch, at O/o Registrar Cooperative Societies, Govt. of NCT of Delhi. In case service provider fails to submit PM reports, an appropriate penalty shall be invoked.

4.15 After expiry of the AMC period, the service provider shall hand over all the equipment in good working condition to O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, failing which, the equipment shall be treated as non-operational and a penalty as applicable in the case of defective equipment/components shall be imposed and recovered from the performance guarantee or payment due to the service provider.

4.16 The agency shall provide one well qualified/trained resident engineer in the department during office hours from Monday to Saturday between 9.30 AM to 6.00 PM. If there is any exigencies of work, the services can be extended beyond office hours and even on holidays also without any extra cost.

4.17 A resident engineer to be posted in the department should have minimum 2 years experience in managing the networking services and having minimum B.E/B.Tech/MCA degree or Post Graduate or Diploma in Computer Science with having minimum 3 years experience in managing network services. If department finds that manpower being deployed does not have required qualification and experience the agency should take corrective measures.

4.18 Further, the Name, Addresses, educational and technical qualification and Telephone Nos. of the resident engineers to be deployed in the department may also be intimated. Resident service engineers deployed by the agency shall work under direct control of the department.

4.19 Incase any of the service engineers intends to proceed on leave, prior approval of and intimation to the department shall be taken and given. Agency shall be provided resident engineer during the leave period, failing which the absence shall be treated as an unauthorized absence and penalty as given in the clause shall be invoked.

4.20 The agency and resident engineer deployed for Network Support Services at O/o Registrar Cooperative Societies, Govt. of NCT of Delhi site shall not develop any direct/Indirect business/commercial relationship with the user/client of department. In case, any resident engineer is found engaged in doing any work other than the assigned work or his/her performance/conduct is not found to be satisfactory, the contractor shall arrange for replacement immediately.

4.21 The agency will ensure that no information, about the software, hardware, network and the policies of the department and its client organization is taken out in any form including electronic form or otherwise, from the client site.

4.22 LAN backbones have been implemented the agency has to be maintained the LAN backbone.
4.23 If the agency not respond/repair/rectify the problem of active and passive within seven days. The risk repair will be carried out by department and the charges will be recovered from agency.

4.24 Any new hardware (Active & Passive) will be brought into maintenance through a written intimation or the Addendum. The new hardware will be inspected by agency and its maintenance will be taken up after acceptance of the same. In case O/o Registrar Cooperative Societies, Govt. of NCT of Delhi decides to withdraw any equipment from contract during the AMC period, the same would be taken out of this contract written information to service provider.

4.25 All costs, charges and expenses in respect of moving the equipment (active & passive) or any part thereof including cost, charges and expenses of dismantling, reinstallation, commissioning and transport by the contractor at their own expenses.

4.26 The shifting and transfer of both components (Active & Passive) from one site to another is included in AMC. No extra charges will be made by the department. Equipment/Plastic parts that are damaged or broken due to misuse/mishandling only would be excluded.

4.27 Department reserves the right to modify and amend of the above stipulated conditions/criterion depending upon priorities vis-à-vis urgent commitment.

4.28 The goods/services, including for works contract shall be supplied by the bidder in Delhi and against a sell invoice issued from Delhi. The delivery of goods/service shall also be made from Delhi. The bidder, whose supplies the goods/service should be registered with the Delhi Vet department and carry valid TIN (Tax Identification Number) issued by it. The bidder shall however, be responsible for compliance with all conditions, warranties/guarantees, irrespective of the fact that the goods/service are supplied by him directly or through its authorized distributor. Further, the quoted bid price in the tender shall be inclusive all taxes and duties.

5. **Existing Network Survey and Network Document preparation**

5.1 The Agency is required to carry out a survey for O/o Registrar Cooperative Societies, Govt. of NCT of Delhi. The purpose of this one time exercise at the start of Services is to take stock of all Network Components, prepare base documents for use during service period. This activity should be completed within one week from the date of work order. The O/o Registrar Cooperative Societies, Govt. of NCT of Delhi will provide co-ordination support required to carry out this activity. The Agency will also prepare detailed Network Diagram for complete Network. The Agency will update this Document on regular basis.

5.2 The Agency will identify and rectify all problems related to active and passive network components during the service period. The comprehensive maintenance shall be carried out primarily at the premises of O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, Old Court Building, Parliament Street, New Delhi-110001, during the office hour. Replacement of defective components will be done by the agency with new branded parts of same make or OEM (Original Equipment Manufacturer) only without any extra charges/cost. Failing which appropriate penalty shall be imposed per day basis.

5.3 It will be the responsibility of the agency to attend and repair the cable faults within one hour, complaints of re-laying of cable must be completed within 8 working hours and shifting of cable must be completed within two days from the date of complaints. Otherwise a penalty of Rs.500/- per day will be charged.

6 **SERVICE ASSURANCE**

6.1 Maximum acceptable down time will be 8 hours.
7. **PENALTY:**

7.1 The agency will ensure 100% uptime for LAN components (Active & Passive) failing which a penalty as proposed by the department will be imposed. However before imposing the penalty the department will issue a Show Cause Notice in which the details of down time will be mentioned.

7.2 Any components (Active & Passive) down for more than 8 hours (working hours) and for which no replacement has been provided, a penalty at the rate of Rs. 1000/- per day will be imposed.

7.3 In case of non-performance of quarterly preventive maintenance a penalty of Rs.500/- each for switches/Jack Panel / Rack per quarter shall be charged.

7.4 A penalty Rs.500/- (Rupees Five Hundred) shall be imposed per day per engineer for a unauthorized absence.

8. **AMC CHARGES**

8.1 The comprehensive maintenance charges shall be payable to the agency in four equal quarterly installments and paid at the end of each quarter of AMC period after deducting penalties, if any.

8.2 Any increase or decrease of taxes, duties or prices of components, etc. will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

9. **SECURITY**

9.1 The selected Agency shall deposit a performance guarantee within 10 days of award of contract in the form of Security Deposit equal to 10% of the total cost in the form of FD/DD/Bank Guarantee in favor DDO, O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, New Delhi valid for a period of 15 months. This amount shall be refundable to the agency by the department upon determination or expiration of the agreement after adjusting such dues or claims or both as may remain unpaid by the service provider to the department at the time of determination or expiration of this contract period. No interest shall be paid on the Security Deposit/Performance Guarantee.

10. **FORCE MAJEURE:**

10.1 O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, Old Court Building, Parliament Street, New Delhi-110001 or Contractor against the other, in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikers, 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 incidence 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.

10.2 The party giving 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 obligations 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 provided hereinafter.

11. **SYSTEM AVAILABILITY**

11.1 In the event of any dispute as to whether the system down time is due to damage caused by mishandling or system malfunctioning the issue will be referred to the Department of Information Technologies, Govt. of National
Capital Territory of Delhi for a decision. The Decision of the Department of IT will be final and binding upon both the parties.

12. The goods/service, including for work contract, shall be supplied by bidder or its authorized distributor in Delhi and against a sale invoice issued from Delhi. The delivery of goods/service shall also be made from Delhi. The bidder dealer or its authorized distributor, as the case may be, who supplies the goods/service should be registered with the Delhi VAT Department and carry a valid Tax Identification Number issued by it. The bidder shall, however, be responsible for compliance with all conditions, warranties/guarantees, irrespective of the fact that the goods are supplied by him directly or through its authorized distributor. Further, the quoted bid price in the tender shall be inclusive of all taxes and duties.

13 **ARBITRATION**

13.1 In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this contract, such disputes or difference shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of O/o Registrar Cooperative Societies, Govt. of NCT of Delhi. The decision of Arbitration to the contract in this regard shall be final and binding upon both the parties at the discretion of DGP. It will not be disputed that arbitrator so appointed through O/o Registrar Cooperative Societies, Govt. of NCT of Delhi.

13.2 All litigation relating to this contract shall have the exclusive jurisdiction of Delhi Courts.

13.3 The parties shall continue to perform their obligations under this agreement during arbitration proceedings.

13.4 The venue for arbitration will be Delhi.

(T. Tarun Kumar)
Assistant Director
(Registrar Cooperative Societies)
ANNEXURE-B

UNDERTAKING

To,
The Registrar,
O/o Registrar Cooperative Societies,
Govt. of NCT of Delhi,
Old Court Building,
Parliament Street, New Delhi-110001

Sir,

1. I/We, the undersigned, certify that I/We have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. The rates quoted are binding on us.

2. I/We, the undersigned hereby bind myself/ourselves to O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, Delhi to carry out the contract as mentioned in the Annexure-A with O/o Registrar Cooperative Societies, Govt. of NCT of Delhi during the period under contracts at the rates quoted by me/us.

3. I/We shall forfeit to the O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, Delhi the Earnest Money/Security Money deposited by me/us, if any delay occurs on my/our part or fail to carry out the contract at the appointed place and time or if there are unsatisfactory services.

4. I shall execute an agreement on stamp paper worth Rs.100/- along with security amount if any tender is accepted, within 15 days of the acceptance of work order.

5. I declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm.

6. I/We hereby undertake to carry out the Contract during validity of the said contract given in the stipulated period positively.

7. I further undertake to bear the full amount of any loss and expenses incurred by the O/o Registrar Cooperative Societies, Govt. of NCT of Delhi on account of failure to execute the tender within specified period of time.

8. An affidavit on stamp paper of Rs.10/- that no inquiry /criminal proceeding /black listing is pending or contemplated against the firm, is also enclosed herewith the tender.

9. I/We hereby undertake that all defective parts of active and passive shall be replaced with new branded parts of same make or OEM (Original Equipment Manufacturer) only.

Place____________________

Date____________________

Sign____________________

Name____________________

Seal of the Tenderer____________________
## ANNEXURE-A

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<tr>
<th>S. No</th>
<th>Items &amp; Specifications</th>
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<th>Not Working</th>
<th>Total Qty.</th>
<th>AMC Unit Price (Rs.)</th>
<th>Total Amount</th>
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### LAN Work

#### ACTIVE COMPONENTS:

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<tr>
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<th>Items &amp; Specifications</th>
<th>Working</th>
<th>Not Working</th>
<th>Total Qty.</th>
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<td>4.</td>
<td>Digisol 24 Port Switch 10/100/ 1000 Mbps</td>
<td>2</td>
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<td>5.</td>
<td>TP-Link 24 Port Switch 10/100/ 1000 Mbps</td>
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<td>D-Link 24 Port Switch 10/100/ 1000 Mbps</td>
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<td>D-Link 16 Port Switch 10/100/ 1000 Mbps</td>
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<td>8.</td>
<td>D-Link 8 Port Switch 10/100/ 1000 Mbps</td>
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<td>6</td>
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<td>Zeblin 8 Port Switch 10/100/ 1000 Mbps</td>
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#### PASSIVE COMPONENTS:

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<tr>
<th>S. No</th>
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<th>Not Working</th>
<th>Total Qty.</th>
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<td>10.</td>
<td>AC &amp; DC Power adapters for switches</td>
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<td>9</td>
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<tr>
<td>11.</td>
<td>Network Nodes</td>
<td>102</td>
<td>12</td>
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<td>12.</td>
<td>Cat 6 UTP Cables</td>
<td>As per existing infrastructure</td>
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<tr>
<td>13.</td>
<td>RJ-45 Connectors</td>
<td>102</td>
<td>--</td>
<td>102</td>
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<tr>
<td>14.</td>
<td>Antivirus</td>
<td>97</td>
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<td>15.</td>
<td>Patch Cords(UTP) 1m</td>
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<td>16.</td>
<td>Patch Cords(UTP) 2m</td>
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<td>17.</td>
<td>PVC pipe for fiber or UTP conduit</td>
<td>As per existing infrastructure</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>18.</td>
<td>Fault detection and restoration of connectivity, including digging, splicing etc</td>
<td>As per Requirement</td>
<td>--</td>
<td>--</td>
</tr>
</tbody>
</table>

Grand Total Quote-Bid amount in INR
DRAFT MAINTENANCE AGREEMENT

This AGREEMENT is made on this day of ______ (Two Thousand Fourteen) for the period from ______ to ______ BETWEEN the President of India, represented by duly authorized and competent officer O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, Old Court Building, Parliament Street, New Delhi-110001 (hereinafter called "the Government" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns) of the one part AND M/s. __________, acting through its authorized representative Sh. ______________, which expression shall unless excluded by or repugnant to the context shall includes its representative, administrators, executors and assign on the other part.

Whereas the O/o Registrar Cooperative Societies, Govt. of NCT of Delhi has the LAN (Active & Passive) Equipment, UPS's and its Peripherals shown in this Agreement hereof and is now desirous of availing the comprehensive maintenance services for LAN (Active and Passive) equipment & its peripherals installed at O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, Old Court Building, Parliament Street, New Delhi-110001.

And whereas M/s. __________, has agreed to perform the said maintenance services of the equipment as mentioned in this agreement and limited to the equipment covered by this agreement.

Now, therefore, it is hereby mutually agreed by both the parties to the above noted Agreement as under: That:

1. CONTRACT:
   M/s. ____________, undertakes to maintain LAN (Active and Passive), UPS's and its peripherals as listed in Annexure-A in accordance with the provisions laid down in the contract for a period of one year effect from ______ to ______ for consideration amount of Rs. _____ (Rupees ______ Only) per annum.

2. CONTRACT PERIOD:
   The AMC rates will be valid initially for one year. This contract may be renewed for further period of one year with same terms and condition, provided by department is satisfied with the services of contractor. However, final decision shall rest with the department.

3. SCOPE OF WORK
   M/s. ____________, agrees to provide the following services under the contract to keep the LAN & UPS's of O/o Registrar Cooperative Societies, Govt. of NCT of Delhi in good working order:

3.1 HELP DESK SERVICES
   M/s. ____________, will provide all time Help Desk Service from its Office or any other location to O/o Registrar Cooperative Societies, Govt. of NCT of Delhi. So that user should be able to call the help desk over a local phone or toll free Number to lodge a complaint and to seek solution to their problem over phone.
   - Help Desk should be manned by technically competent staff that can provide online solution. M/s. ____________, should provide multiple means of problem reporting, such as, phone, e-mail, web based complaint system. All complaints given by user to service provider personnel verbally should also be lodged. All problems should be tracked till they are resolved satisfactorily. M/s. ____________, should provide daily, weekly, monthly and quarterly reports about the lodged calls.

3.2 LAN ACTIVE COMPONENT MAINTENANCE SERVICES
   All the active components of the LAN in O/o Registrar Cooperative Societies, Govt. of NCT of Delhi. M/s. ____________, will be responsible for
identification of all problems of active components. Accordingly the M/s. ____________, will repair/replace the Active Components with new branded parts of same make or OEM make only, without any extra charge of any kind. Used/repaired parts of any other brand from any other sources are not accepted. M/s. ____________, will be responsible for configuring/loading all active components including layer 2 switches, modem, user end client machines for OS, antivirus, patch management Network etc. as and when required. M/s _________, would submit monthly and quarterly report of active components maintenance to Incharge, Computer Branch, at O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, M/s. ____________, will also carry out any changes in the configuration as and when required by the department.

M/s. ____________, shall also be responsible for replacement of all defective patch cords with same make or AMP/KRONE/SISTYMAX only without any charges/cost by the contractor itself.

3.3 LAN PASSIVE COMPONENT MAINTENANCE SERVICES
Passive components maintenance involves problem identification, removal/relaying of optical Fiber/UTP cables, PVC cable ducts, channels, termination, splicing of fiber and conntectorization are included in the AMC. Required materials, tools instruments consumables etc. are also to be provided by the contractor. No extra payment will be made by the department. In addition, M/s. ____________, will also carry out all shifting of connectivity wherever necessary. Any material used in shifting is also to be provided by the service provider. No payment will be made by the department.

The replacement of defective components/spare parts/cables shall be made with new branded parts or equivalent or Original Equipment Manufacturer without any extra charges/cost by the contractor. The replacement of Optical Fiber/UTP(CAT-5 & 5e) cables shall be made with the same type or enhanced with brand of AMP/KRONE/SISTYMAX. Used/repaired parts of any other brand from any other source are not accepted.

M/s. ____________, shall also be responsible for replacement of all defective patch cords (SC -SC, SC-MTRJ, 3 feet and 7 feet of AMP make) installed in the department with brand of AMP/KRONE/SISTYMAX without any extra cost.

3.4 NETWORK SECURITY SERVICES
As the O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, is sensitive department M/s. ____________, is responsible for security of the Network. The Network switches should be so managed that, only authenticated person is able to retrieve data from each network port.

4.0 TERMS OF SERVICES
4.1 M/s. ____________, shall truly and faithfully carry on the said job as is done by the services/business houses in proper manner/standard fashion for the comprehensive maintenance of the LAN (Active and Passive) components & UPS’s of O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, as mentioned in Annexure -A to the extent and its satisfaction for a period of one year.
4.2 The AMC shall cover comprehensive maintenance which includes preventive maintenance as well as corrective maintenance.
4.3 The comprehensive maintenance shall be carried out primarily at the premises of O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, Old Court Building, Parliament Street, New Delhi-110001 on Monday to Friday from 9.30 AM to 6.00 PM and even beyond that depending upon the exigencies of the work. In case the service provider feels that the equipment can not be repaired at site, they will carry & deliver the equipment at their own cost and get it repaired promptly within 8 working hours, failing which, the equipment shall be treated as
non-operational and a penalty as applicable in the case of defective components shall be imposed and recovered from the performance guarantee or payment due to the service provider.

4.4 In the event of non-satisfactory conduct of maintenance services, department shall have the right to terminate the maintenance contract giving a notice and forfeit all due to the service provider.

4.5 The environment conditions in which the equipment (Active & Passive) is presently installed are quite satisfactory and the service provider shall not raise any condition with regard to the working environment for the equipment covered under AMC.

4.6 The calls are received centrally and shall be forwarded to the service provider by the concerned official of the department and shall be attended immediately on receipt of the same. M/s. ________, shall maintain proper service call sheets which will be duly signed by the engineer and the owner of the equipment.

4.7 The replaced defective parts shall be the property of the contractor if it is replaced free of cost.

4.8 Telephone and Internet facilities to the contractor should not be provided by the department.

4.9 AMC shall cover each and every parts of Active and Passive components including plastic body and parts, replacement of any part necessary for keeping the network systems active and free from any defects/disturbance any unscheduled called for corrective and/or preventive maintenance services taking appropriate measures in time to set right the malfunctioning of the network systems. The replacement of all spares (Active and Passive) including plastic parts and body is included in the AMC.

4.10 All equipment installed in the department and mentioned Annexure-A are under AMC with the existing service provider and can be inspected prior to award of the contract. Deficiency noticed, if any, may be brought in writing to the notice of the department so that the same is set right by the existing service provider before handing over to the new firm.

4.11 Fault intimated and/or noticed after award of the contract shall be rectified by the new contractor entrusted with the award of the contract at no extra cost.

4.12 M/s.__________, will ensure 100% uptime for the entire equipment failing which penalty shall be imposed.

4.13 No interest shall be paid on the Bank Guarantee/Performance Guarantee deposited by the contractor.

4.14 It is certified that all the equipment are operational under controlled power supply and therefore, all defective equipment shall be rectified/replaced without any additional cost to the department, in case of short circuit or otherwise, department shall be liable for any mishandling of the equipment.

4.15 M/s.__________, also be responsible for replacement of all defective Active and Passive components. Defective parts shall be made with new branded parts of same of OEM (Original Equipment Manufacturer) only without any charges/cost by the contractor itself.

4.16 M/s.__________, shall carry out schedule Preventive Maintenance once in three months for all Switches/LIU/Jack Panel/Rack etc. M/s.__________, would submit calls sheets/PM reports to Incharge Computer Branch, at O/o Registrar Cooperative Societies, Govt. of NCT of Delhi. Incase contractor fails to submit PM reports, an appropriate penalty shall be invoked.

4.17 After expiry of the AMC period, the service provider shall hand over all the equipment in good working condition to O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, failing which, the equipment shall be treated as non-operational and a penalty as applicable in the case of defective
equipment/components shall be imposed and recovered from the B.G/performance guarantee or payment due to the service provider.

4.18 M/s.__________ shall provide one well qualified/trained resident engineer in the department during office hours from Monday to Saturday between 9.30 AM to 6.00 PM. If there is any exigencies of work, the services can be extended beyond office hours and even on holidays also without any extra cost.

4.19 A resident engineer to be posted in the department should have minimum one year experience in managing the networking services and having minimum B.E/B.Tech/MCA degree or Post Graduate or Diploma in Computer Science with having minimum 2 years experience in managing network services. If department finds that manpower being deployed does not have required qualification and experience the agency should take corrective measure whereas in case deployed resident engineer/s is on leave, replacement standby engineer/s has to be provided without a delay. If no resident Engineer/ Field Engineer/ Help Desk / Helper is provided O/o Registrar Cooperative Societies, Govt. of NCT of Delhi may impose a penalty of Rs. 300 per day per person.

4.20 Further, the Name, Addresses, educational and technical qualification and Telephone Nos. of the resident engineers to be deployed in the department may also be intimated. Resident service engineers deployed by the M/s. __________ shall work under direct control of the department.

4.21 In case any of the service engineer intends to proceed on leave, prior approval of and intimation to the department shall be taken and given. M/s. __________ shall be provided resident engineer during the leave period, failing which the absence shall be treated as an unauthorized absence and penalty as given in the clause shall be invoked.

4.22 The contractor and resident engineer deployed for network support services at O/o Registrar Cooperative Societies, Govt. of NCT of Delhi site shall not developed any direct/indirect business/commercial relationship with the users/client of department. Incase, any residence engineer is found engaged in doing any work other than assigned work or his/ her performance/conduct is not found to be satisfactory, the contract shall arrange for replacement immediately.

4.23 M/s.__________ will ensure that no information, about the software, hardware, network and the policies of the department and its client organization is taken out in any form including electronic form or otherwise, from the client site.

4.24 LAN backbones have implemented using cabling & Switches only. M/s. __________ has to be maintain the LAN backbone & UPS’s.

4.25 If the agency not respond/repair/rectify the problem of active and passive within seven days. The risk repair will be carried out by department and the charges will be recovered from agency.

4.26 Any new hardware (Active and Passive) will be brought into maintenance through a written intimation or the Addendum. The new hardware will be inspected by contractor and its maintenance will be taken up after acceptance of the same. In case O/o Registrar Cooperative Societies, Govt. of NCT of Delhi decides to withdraw any equipment from contract during the AMC period, the same would be taken out of this contract written information to contractor.

4.27 All costs, charges and expenses in respect of moving the equipment (active and passive) or any part thereof including cost, charges and expenses of dismantling, reinstallation, commissioning and transport by the contractor at their own expenses.

4.28 The shifting and transfer of both components (Active and Passive) from one site to another is included in AMC. No extra charges will be made by the department. Equipment/Plastic parts that are damaged or broken due to misuse/mishandling only would be excluded.
4.29 Department reserves the right to modify and amend of the above stipulated conditions/criterion depending upon priorities vis-a-vis urgent commitment.

5.0 EXISTING NETWORK SURVEY AND NETWORK DOCUMENT PREPARATION

5.1 M/s. __________ is required to carry out a survey for O/o Registrar Cooperative Societies, Govt. of NCT of Delhi. Purpose of this one time exercise at the start of Services is to take stock of all Network Components, prepare base documents for use during service period. This activity should be completed within one week from the date of work order. The O/o Registrar Cooperative Societies, Govt. of NCT of Delhi will provide co-ordination support required to carry out this activity. M/s. __________, will also prepare detailed Network Diagram for complete Network. Contractor will update this Document on regular basis.

5.2 M/s. __________, will identify and rectify all problems related to active and passive network components during the service period. The comprehensive maintenance shall be carried out primarily at the premises of O/o Registrar Cooperative Societies, Govt. of NCT of Delhi, Old Court Building, Parliament Street, New Delhi-110001, during the office hour. Replacement of defective components will be done by the M/s. __________, with new branded parts of same make or OEM (Original Equipment Manufacturer) only without any extra charges/cost. Failing which appropriate penalty shall be imposed per day basis.

5.3 It will be responsibility of the M/s. __________, to attend and repair the cable faults within one hour, complaints of re-laying of cable must be completed within 8 working hours and shifting of cable must be completed within two days from the date of complaints. Otherwise a penalty of Rs.1000/- per day will be charged.

6. SERVICE ASSURANCE

Maximum acceptable down time will be 8 hours.

7. PENALTY

7.1 The agency will ensure 100% uptime for LAN components (Active and Passive) failing which a penalty as proposed by the department will be imposed. However before imposing the penalty the department will issue a Show Cause Notice in which the details of down time will be mentioned.

7.2 Any components (Active and Passive) down for more than 8 hours (working hours) and for which no replacement has been provided, a penalty at the rate of Rs.1000/- per day will be imposed.

7.3 A penalty Rs.500/- (Rupees Five Hundred) shall be imposed per day per engineer for an unauthorized absence.

7.4 In case of non-performance of quarterly preventive maintenance a penalty of Rs.1000/- each for Switches/LIU/Jack Panel/Rack per quarter shall be charged.

8.0 AMC CHARGES

8.1 The comprehensive maintenance charges shall be payable to the agency in four equal quarterly installments and paid at the end of each quarter of AMC period after deducting penalties, if any.

8.2 Any increase or decrease of taxes, duties or prices of components, etc. will not affect the AMC rates during the entire period of AMC, no difference shall be paid or claimed as a result of the above.

9.0 SECURITY

M/s. __________, shall deposit a performance guarantee within 10 days of award of contract in the form of Security Deposit equal to 10% of the total cost
in the form of FD/DD/Bank Guarantee in favour D.D.O., O/o Registrar Cooperative Societies, Govt. of NCT of Delhi valid for a period of 15 months. This amount shall be refundable to the M/s. __________, by the department upon determination or expiration of the agreement after adjusting such dues or claims or both as may remain unpaid by the contractor to the department at the time of determination or expiration of this contract period. No interest shall be paid on the Security Deposit/Performance Guarantee.

10. FORCE MAJEURE
10.1 O/o REGISTRAR COOPERATIVE SOCIETIES, GOVT. OF NCT OF DELHI, OLD COURT BUILDING, PARLIAMENT STREET, NEW DELHI-110001
or M/s. __________, against the other, in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-out, strikers, riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not), civil war or state insurrection shall give notice to other party within 15 days of the occurrence of such incidence 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.
10.2 M/s. __________, giving 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 obligations 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 provided hereinafter.

11. SYSTEM AVAILABILITY
In the event of any dispute as to whether the system down time is due to damage caused by mishandling or system malfunctioning the issue will be referred to the Department of Information Technologies, Govt. of National Capital Territory of Delhi for a decision. The Decision of the Department of IT will be final and binding upon both the parties.

12. ARBITRATION
12.1 In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this contract, such disputes or difference shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of O/o Registrar Cooperative Societies, Govt. of NCT of Delhi. The decision of Arbitration to the contract in this regard shall be final and binding upon both the parties at the discretion of DGP.
12.2 All litigation relating to this contract shall have the jurisdiction of Delhi Courts. It will not be disputed that arbitrator so appointed is through O/o Registrar Cooperative Societies, Govt. of NCT of Delhi.
12.3 The parties shall continue to perform their obligations under this agreement during arbitration proceedings.
13. THE AGREEMENT:
13.1 This contract document here to signed by both the parties shall constitute the entire binding agreement between M/s. ___________, and O/o Registrar Cooperative Societies, Govt. of NCT of Delhi.
13.2 This agreement has been executed in the English language in two original and each party has retained one original. In witness thereof each of the parties hereto has caused this agreement to be executed as on the day, month and the year first above written.

(FIRST PARTY)

For and on behalf of President of
M/s. ___________
India through O/o Registrar Cooperative Societies

Govt. of NCT of Delhi,
(Name)

(Rubber Seal)

Seal)

In the presence of following witness
1. Name _________________
   Address __________________
2. Name _________________
   Address __________________

(SECOND PARTY)

For and on behalf of

(Name)

(Rubber

Seal)