



**GOVERNMENT OF INDIA
MINISTRY OF FINANCE
NATIONAL ACADEMY OF DIRECT TAXES
(NADT), NAGPUR-440030**

TENDER ENQUIRY NO. : NADT/NO/AMC/NETWORK/160-B/2014-15 DATED : 22.09.2015

**TENDER DOCUMENT FOR
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
(AMC) OF NETWORK & RELATED EQUIPMENT AT NADT.**

LAST DATE OF RECEIPT OF TENDER : 08/10/2015 UP TO 4.00 p.m.

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**SPECIFICATIONS AND GENERAL TERMS AND CONDITIONS FOR ANNUAL
MAINTENANCE CONTRACT OF NETWORK & RELATED EQUIPMENT, NADT**

1. INTRODUCTION

The National Academy of Direct Taxes (herein after referred as NADT), having its office at “**Chhindwara Road, NAGPUR – 440030**”. The NADT hereby invites proposals from Bidders for Maintenance of Network & its equipment, LAN (Local Area Network), Wide Area Network (WAN), Security of the network and maintenance of Active Directory System setup at NADT campus and undertake AMC of the existing Networking equipments etc. at the NADT, Nagpur.

1.1 RELATED INFORMATION

| Reno. | Item | Description |
|-------|--|---|
| 1. | Scope of work | Comprehensive annual maintenance contract of Network & related equipment at National Academy of Direct Taxes, Nagpur. |
| 2 | Cost of Tender Documents | Cost of bid document is Rs. 500/-(non-refundable), to be paid though a demand draft favouring 'ZAO, CBDT, Nagpur' and should be enclosed with the bid document |
| 3 | Earnest Money Deposit (EMD) | A sum of Rs. 30,000/- (Thirty Thousand) shall be furnished as Earnest Money Deposit (EMD) through an account payee demand draft favoring 'ZAO, CBDT, Nagpur'. The EMD must accompany the bid without which the bid will be rejected |
| 4 | Period of Sale of Tender documents | 22.09.2015 to 08.10.2015 (10.00 am to 4.00 pm) |
| 5 | Persons** from whom the tender documents can be obtained and submitted | D.D.O Grade-II, Room No. 210 Admin Building, National Academy of Direct Taxes Chhindwara Road, Nagpur-440030 Te;.No. 0712-2582321/Fax No. . 0712-2582321. |
| 6 | Pre-bid Meeting | 01.10.2015 at 4:00 pm in the Conference Hall of Faculty Building, NADT, Nagpur. |
| 6 | Last Date and Time for submission of Bid | 08.10.2015, up to 4.00 pm |
| 7 | Date and Time of Opening of technical Bids | 08.10.2015, at 4.30 pm |
| 8 | Place of Opening of Bid | Conference Hall in Admin Building, NADT, Nagpur |
| 9 | Address for Communication | D.D.O Grade-II, Room No. 210 Admin Building, National Academy of Direct Taxes Chhindwara Road, Nagpur-440030 Te;.No. 0712-2582321/Fax No. . 0712-2582321. |

**** The bid document can also be downloaded from NADT's website : www.nadt.gov.in or from www.incometaxindia.gov.in**

Sd/-
Sanjay Kumar,
Deputy Director(ICT), NADT, Nagpur

2. INTENT OF THE SPECIFICATIONS

2.1 It is intended to award of the Comprehensive Annual Maintenance Contract (AMC) for the following in NATIONAL ACADEMY OF DIRECT TAXES and its campus in Nagpur :

“Comprehensive repair and Maintenance of Network equipment including around 642 Network Nodes, I/o Boxes, Patch panels, Router, switches, wireless access points and associated peripherals connected to LAN/WAN or otherwise and solving problems arising in network access over LAN or WAN. The services for configuring, routers, switches, wireless access points, Active Directory System and maintaining security of the network and related equipment will also be the part of the contract.”

2.2 The complaints of hardware/Software related to network equipment, Router, Switches, Active Directory System, configuration of I.P. address and maintaining network security, as and when required, should be attended to by the vendor. The comprehensive AMC shall also include providing & crimping of RJ45 as and when required. The complaints related to the Network equipments which are under warranty would be attended through the respective vendors/OEM providing the warranty. Monitoring of internet bandwidth provided by the service providers and solving of choking/ errors in the LAN & WAN will be the part of the service. The vendor should monitor and coordinate with BSNL & PGCL/NIC lease data circuit service provider for rectifying any fault in the circuit. The vendor should provide the services from 07.00 A.M. to 10.00 P.M on all seven days in a week.

2.3 Those network equipments, which are not under warranty, will be covered under comprehensive hardware contract by way of which the vendor to whom comprehensive AMC is awarded shall be required to replace all the defective parts of the equipment with genuine original spare parts. All the equipment are of standard make such as CISCO, D-link, Netgear, Digisole, etc. This condition about replacement would come into effect after the contract period has begun. The breakdown of any core or all the cores of the OFC arising out of natural processes or unforeseen circumstances and not due to intentional/ negligent breakdown, should be diagnosed and repaired , including splicing and replacement of pigtels, by the vendor. The successful bidder, on award of AMC, shall begin the AMC service with all such equipments (which are not under warranty).

2.4 The detailed specifications and quantities of the equipment are indicated at Annexure-II (attached hereto with the specifications). Bids will be evaluated on the basis of quantities indicated in Annexure-II. However, NADT reserves the right to vary the quantities as well as items at the time of award of contract and also while renewal of contract.

3.0 INSTRUCTIONS TO THE BIDDERS

3.1 The tender documents can be obtained from NADT, Room No. 210, Admin building, Chhindwara road, Nagpur - 440030 from 10.00 a.m to 4.00 p.m. on all working days from 22.09.2015 to 08.10.2015 against a bank draft of Rs. 500/-drawn on any nationalized bank and issued in favour of 'ZAO, CBDT, Nagpur', payable at Nagpur. The tender document is also available at NADT's Website: <http://nadt.gov.in> and www.incometaxindia.gov.in. Tender fee of Rs. 500/-in the form of Demand Draft will have to be furnished separately at the time of submitting of bid by the bidders using internet documents.

3.2 The bids should be prepared strictly in accordance with the instructions contained in the specifications. These shall be submitted in a properly sealed cover as described in Clause 3.3 of these specifications, addressed to D.D.O Grade-II, Room No. 210, Admin Building, National Academy of Direct Taxes, Chhindwara Road, Nagpur-440030 and super scribed "**OFFER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACR (AMC) OF NETWORK AND RELATED EQUIPMENT AT THE NATIONAL ACADEMY OF DIRECT TAXES**". The interpolations, insertions, cuttings and corrections, if any, made in the tender document must be duly initiated by the bidder.

3.3 Each of the bidders shall submit its bids in two parts viz. '**Technical Bid**' and '**Financial Bid**' in separate sealed covers super scribed with the words 'Technical Bid' and 'Financial Bid' as the case may be. The draft/pay order for Earnest Money must be submitted in a separate sealed envelope and super scribed with the words "**Earnest Money**". The Financial bid shall be prepared as per proforma "Schedule of Prices" (Annexure-II) enclosed with these specifications. The two parts of the bid and the envelope containing Draft/Pay Order for Ernest Money shall be placed in one sealed cover which shall be marked and super scribed as indicated in Para 3.2 above.

3.4 The offers should be valid for acceptance for a period of at least 180 (one eighty) days from the date of opening of the bids.

3.5 While submitting the bids as per the specifications, the bidder shall deemed to have read, understood and accepted all the terms and conditions stated in the tender document for this work and the clauses of the Contract Agreement (Annexure -I) that, if selected, it will be required to enter into. All certificates/information/documents as listed under Para 4 shall be furnished along with the bid.

3.6 The bidders shall be free to inspect the equipment between 11.00 AM and 3.00 PM, on 01.10.2015 and for the same may contact DD(ICT), NADT.

3.7 A Certificate that all costs of repair and maintenance charges other than that specifically provided for as per the terms of this contract have been included in price bid, shall be furnished by the bidder along with the price bid.

3.8 The bidder will indicate the complete address of the company/office and service centre along with the name(s) of the contact person(s) and their telephone/Fax/Mobile No.(s)/email Ids and other particulars as per the Proforma given in **Schedule-I**.

3.9 The bidder shall quote the unit-wise charges for the maintenance of the equipment as detailed in **Annexure-II** forming part of the "**Schedule of Prices**". **However, the bidders shall be rated on the basis of their overall AMC charges for all the items and not on the basis of the charges for AMC for the individual units quoted by them.** The duly filled in "Statement for financial Bid" should also be submitted by the bidders, along with other details in Annexure-II. The rates should be quoted both in figures and words and each page of tender document must be signed by the bidder. The rates quoted shall be Net and firm and

no change of rates shall be allowed during the contract/extension period for any reason including increase in duties and taxes etc. The rates should be inclusive of everything (including taxes).

3.10 In case of discrepancies, the minimum quoted price shall be considered for evaluation. In case of difference between the amounts in figures and in words the rates quoted in words will govern.

3.11 The offers/bids must be sent by Registered Post/Courier/By hand/Speed Post sufficiently in advance so as to reach the Office of the D.D.O Grade-II as at Para 3.2 above, by the scheduled date and time. Any bid received after the due date and time, by whatever means, shall not be considered and shall be returned unopened.

3.12 The bids prepared as per procedure in Para 3.3 above will be received up to 4.00 PM on 08.10.2015 in Room No. 210, Admin building, NADT, Nagpur-440030 and will be opened (Technical bids only) at 4:30 p.m. in the conference hall of the Admin Building on the same day. In case the said day happens to be a holiday, the bids will be accepted and opened on the next working day. The bidder or any of his authorized representatives may be present along with the authorisation certificate at the time of tender opening. The tenders received after the deadline shall not be considered.

3.13 The date of opening of financial bids shall be intimated separately, only to the bidders declared successful in technical bids. The contract will be awarded to the lowest bidder.

3.14 The tender specifications indicating the details of the items to be covered under AMC and terms and conditions shall be available up to 4.00 PM of the last date of tender sale against payment of a bank draft of Nationalized Bank of Rs. 500/-drawn in favour of ZAO, CBDT, Nagpur.

3.15 Conditional or ambiguous tenders are liable to be rejected summarily.

3.16 Facilities and Inputs which will be provided to the contractor by the Academy

The following facilities and inputs will be provided by the academy to the contractor in order to enable him to perform the services satisfactorily during duty hours.

- 1 The academy will provide a suitable place in the campus to the technical staff where they can sit with fan and light.
- 2 Public Toilet facilities in the NADT campus.
- 3 A chair and table will be provided for each staff.
- 4 The NADT will provide the stationery required for the performance of services.

4. QUALIFYING REQUIREMENT AND DOCUMENTS TO BE FURNISHED

4.1 The "Technical Bid" must contain the following documents, failing which the tender is likely to be rejected. The decision of NADT regarding fulfilment of the requirements of the Technical Bid shall be final and binding.

4.1.1 Please note that no prices shall be indicated in the technical bid otherwise the bid will be disqualified.

4.1.2 Schedules I, II, III, IV and V attached with these specifications shall be duly filled in and enclosed with technical bid. The bidders are also required to furnish the Performance Certificates for rendering satisfactory services from their earlier clients for various AMCs handled by them in the past three years.

4.2 The bidder must have the experience of providing the similar services for Maintenance of Network of LAN/WAN and its peripherals with resident engineer(s) to other Organizations and should be in this field for at least last three years. A list of Govt. Departments and other offices where the bidders have executed such orders during last three years shall be furnished with the technical bid (Schedule II).

4.3 The bidder should have a minimum revenue of Rs. FORTY Lac per annum during each of the last three years from AMC of Network equipment & its maintenance. It should have its own office/branch office and service centre at Nagpur.

4.4 The company should have satisfactorily executed the AMC of Network of LAN/WAN and its peripherals with resident engineer(s) under comprehensive AMC for all organization in each of last three years, and the size of the contract should be:

4.4.1 One single work of comprehensive AMC for a minimum of 600 network nodes along with other peripherals for the last three consecutive years, OR

4.4.2 Two similar works of comprehensive AMC for a minimum of 350 Network Nodes each along with other peripherals for the last three consecutive years and

4.4.3 The bidder should have executed at least one work of Annual Maintenance Contract for Networking with resident engineer successfully costing not less than 5 lac.

4.5 The vendor should have handled AMC of network & its equipment along with installation/ maintenance of Microsoft Active Directory System. The vendor should attach an experience certificate/ order copy which includes work on ADS for the last three years.

4.6 The bidder should have at least 15 qualified personnel with BCA/MCA/BE/B.Sc./M.Sc. (Electronics/Computer Science)/ 3yrs Polytechnic Diploma in electronics or equivalent with experience of minimum 3 years. Company should also have at least four CISCO certified engineer with valid networking Certification CCIE/CCNA/CCNP.

4.7 The company shall provide proof of having satisfactorily executed comprehensive AMC mentioned in Clause 4.4 along with a list of equipment so handled.

4.8 Copies of returns of Sales Tax, service tax and Income Tax paid for the Financial Year 2011-12, 2012-13 & 2013-14 and Permanent Account No.(PAN) card allocated by the Income Tax Department, audited/ un-audited balance sheet, Profit and Loss Account of the bidder for the previous financial years 2011-12, 2012-13 and 2013-14 shall be furnished with technical bid. The bidder should have been making profit for last three completed financial years. i.e 2011-12, 2012-13 & 2013-14. Audited Profit and Loss account Statements statement should be submitted.

4.9 A list of qualified service personnel, along with their qualifications and experience (Schedule-III), who are permanent employees of the company since 01.04.2011, shall be furnished along with the technical bid.

4.10 The bidder shall furnish with the bid all information as sought as per the specifications, in the absence of which the bid is liable to be rejected.

4.11 No Alteration should be made in any of the terms and conditions of the bid document specified in Notice Inviting Tender. In the submitted bid, no variations or deviations in any manner whatsoever, to the terms and conditions will be admissible. Bids not accepting or modifying any of the terms and conditions, in whole or in part, as listed in part-3 of the tender document will be summarily rejected.

4.12 The bidders are required to deposit the Earnest Money of Rs. 30,000/- (Thirty Thousand only) in a sealed cover at the time of submission of bid. The earnest money deposit (EMD) shall be deposited in the form of a pay order/bank draft drawn in favour of the Sr.AO, ZAO, Nagpur. The tender shall be summarily rejected in the absence of Earnest Money. No interest on the Earnest Money shall be paid. The demand draft towards EMD of all other bidders except those whose technical bids have been accepted shall be returned within one week of finalisation of the technical bids. The EMD of technically qualified bidders, with the exception of successful bidder, shall be returned within one week of the finalisation of financial bids. The EMD of successful bidder shall be returned within one week of furnishing of necessary Performance Bank Guarantee as mentioned in clause 6.20.

4.13 The bidder should not be blacklisted by any Ministry/Department of the Government of India or any PSU or any other organization. The bidder should give undertaking that the bidder organization is not blacklisted by Ministry/Department of the Government of India or any PSU or any other organization.

4.14 Furnishing of false, misleading, inaccurate information or particulars in the bid document or in any other manner shall lead to the disqualification of the bid and bidder at any stage or time. It shall also lead to termination of the contract, if awarded.

4.15 If bidders participate in this bid without being able to comply with all of the eligibility criteria mentioned above, the BID WILL BE REJECTED. If EMD is not submitted along with the Eligibility bid, the documents will not be taken up for further processing and the Technical Bid and Commercial Bid covers along with the Eligibility Documents will be returned to the bidder.

4.16 Clarification, if any will be sought by the NADT from the bidder and has to be responded WITHIN the time allotted by NADT. If any clarification called for is not responded within five working days or incomplete response is received, it will lead to the REJECTION OF THE BID and no further correspondence in the matter will be entertained.

5. GENERAL TERMS AND CONDITIONS

5.1 The bidder must be conversant with the handling of repair and maintenance of all the Networking equipments including switches, Router, maintaining Active Directory System and associated network peripherals covered in the specifications.

5.2 The Director General, NADT reserves the right to reject any/all the bids without assigning any reason.

5.3 The officers of NADT may visit the premises of the technically qualified bidders to assess their capability to handle such jobs without giving any prior intimation. Thereafter, the price bid of only those bidders shall be opened whose technical bids have been found acceptable.

5.4 Acceptance of the bid shall be communicated to the successful bidder by a formal letter of acceptance.

5.5 The successful bidder shall be required to have at its disposal at least two service engineers with appropriate qualifications to discharge the service obligations at NADT campus in Nagpur. If required, bidder can appoint persons, one in each shift, to do the work. The Company should assign the service related obligations at NADT to its such employees who are Network service related qualified engineers or equivalent like BCA/MCA/BE/B.Sc./M.Sc. (Electronics/Computer Science)/ 3yrs Polytechnic Diploma in electronics or equivalent and having at least three years of experience in handling network issues.

5.6 The successful bidder shall be required to pay taxes, which would be levied by the Govt., for the execution of the work awarded under the Contract and all such charges must be included in the final price declared in the financial bid.

5.7 The successful bidder shall be required to submit a duly signed and stamped '**Comprehensive Annual Maintenance Contract Agreement**' as per proforma at Annexure-I, or such further modified terms as may be communicated to the contractor in writing , on a stamp paper of Rs. 100/-.

5.8 The successful bidder shall submit a certificate within 10 days of award of the contract that all the equipment have been taken over by him failing which the earnest money may be forfeited. Further, the vendor has to enter into a back to back AMC agreement including updation/ upgradation of firmware from time to time with the OEM (M/s. CISCO Systems India Pvt. Ltd.) for 2811 Router and APC India Pvt. Ltd. for SURT20KUXI-20 KVA online UPS respectively. The agreement copy of the same has to be submitted to NADT within a month of award of the contract.

5.9 Each page of the tender should be numbered and signed by the bidder with the seal of the firm.

5.10 Telegraphic/telex/fax/e-mailed letterhead quotations are not acceptable and will be ignored.

5.11 The workers of the contractor shall have no right to stay in the campus beyond their duty hours unless required by the institute.

5.12 The bidder, after award of the contract agrees to attend to all the complaints as well as follow the procedures and satisfy all terms and conditions in accordance with Clauses 6.1 to 6.34 of the specifications.

6. SCOPE OF COMPREHENSIVE AMC AND ITS IMPLEMENTATION

6.1 The successful bidder/Contractor shall provide services for the repair and maintenance of the network equipment to be maintained at NADT including Active Directory System (ADS), associated peripherals, LAN nodes (around 642) from 7:00 AM to 10:00 PM on all seven days in a week, hereinafter, termed as 'service hours'. The successful bidder shall mobilize its technical manpower and resources in such a manner that two qualified engineers having appropriate qualifications as stated in Para 5.5 are able to attend the calls/ complaints instantly on registering of complaint during the specified duration of service hours (7:00 AM to 10:00 PM). Credential of manpower working in the campus has to be provided to NADT in terms of their competency and security of the campus. Any complaint registered during the service hours must be attended to by that day itself, except with prior permission of JD(ICT)/DD/AD(Systems)//DD(ICT).

- 6.1.1 Under special circumstances, owing to specific needs of NADT, services of service engineers may also be required beyond the specified service hours. For example, preparations required at odd and late hours prior to holding of online examination or presentation, web streaming, video conferencing, opening & valedictory functions, etc., where network related services may be required beyond the service hours. Sometimes, problems may arise on the eve of such important events and may necessitate intervention of service engineers beyond the service hours.
- i. The vendor shall provide the contact details of three different persons (at least two at any given point of time), who could be contacted at odd hours beyond the specified service hours for emergency services;
 - ii. The contact details shall include the telephone numbers (both landline and mobile); and residential address;
 - iii. Such designated persons must be able to reach NADT Campus within half an hour to 45 minutes of making a call; and
 - iv. Such designated persons would then assist in troubleshooting of the problem.
 - v. The Engineer must respond to the telephonic calls and SMS of Designated officers, JD(ICT), DD(ICT) & DD/AD(Systems) , NADT.
- 6.1.2 The vendor should monitor and coordinate with BSNL & PGCL/NIC lease data circuit service provider for rectifying any fault in the circuit. In case of any fault, a complaint should be lodged by the vendor on the same day itself with the service provider or latest by the next day. A complaint register should be maintained by the vendor for this purpose where the complaint docket number must be noted for each call. In case of default, clause 6.2.1 will apply to the vendor.
- 6.2 If any complaint registered on a day is not addressed to or attended on the same day itself or the latest by the next day (with prior permission of JD(ICT)/DD(ICT)/DD/AD (Systems)) as per Para 6.1 and 6.10 :
- 6.2.1 A fine of Rs. 500/- per default (failure to attend/ rectify/ solve each failure) shall be deductible from the AMC charges payable to the vendor, subject to the condition that cumulative amount of fine on a particular day shall be restricted to Rs. 5,000/- and that for a month shall be restricted to Rs. 25000/-.
- 6.2.2 The fine specified as above may be waived off under circumstances beyond the control of the vendor by the JD(ICT) by an order in writing to that effect at the request of the 'Head of Services' on the recommendation of DD(ICT)/DD/AD (Systems). However, the vendor will not be eligible for automatic waiver and the waiver must be obtained in writing for it to be applicable.
- 6.2.3 If the defaults/ failures reach up to a level where daily and/ or monthly limits for fines are being reached, NADT shall be at liberty to review the contract and rescind it after an inquiry, which may be initiated by a written communication to that effect to the 'Head of Services' and completed within

15 days of initiation. The vendor shall be given an opportunity of being heard in this regard.

- 6.3 The successful bidder shall provide the troubleshooting services during such odd hours beyond the specified service hours in the night as well. The mechanism for the same will be as follows:
- 6.3.1 The Contractor may depute two engineers, one in each shift, from 7:00 am to 10:00 pm everyday for attending the calls at NADT Campus, Nagpur. He will receive all the calls from the users/Facility management personnel. The Contractor shall utilise the Web based Call management system in addition to telephonic call logging system for logging and management of all the calls at its own cost.
- 6.3.2 The Help Desk and Call Management Centre (CMC) available at the NADT will also forward a call to the network engineers for attending calls of all other network including that for LAN; OEM suppliers (whose warranties are still in force); and original software providers or logging complaints and getting the problems rectified. The vendor shall also coordinate with the OEM (including Cyberoam) for replacement of equipment under warranty.
- 6.3.3 The Call Management Software (CMS) software will also be able to generate MIS reports associated with Help Desk Services like calls closed, calls not closed during the day, calls requiring escalation etc.
- 6.3.4 The Network AMC vendor must be able to escalate the calls to the OEM vendor as and when required for the equipments under warranty and provide stand by equipment till replacement of the original one.
- 6.3.5 At the start of the service, the vendor shall coordinate with NADT to map the identity of users (their mobile numbers and emails) with physical location of their nodes (networking)/machines and this database must be updated every time officers come in or go out of NADT.
- 6.4 The Contractor shall keep at its disposal at least two service engineers, one in each shift (7 am to 2:30 pm and 2:30 pm to 10 pm resp.), at all such times during the service hours for maintenance of LAN/WAN/Network devices and other peripherals/Software/etc. Moreover, their timings for remaining available for rendering the required services shall be prescribed by the vendor from time to time as deemed appropriate based on the service requirements at NADT and as communicated to the vendor. Additional service engineers may have to be pressed into service on a particular day or during a particular period depending upon the number of pending complaints for no extra payment. In this regard the instruction of NADT shall be binding. The said service engineers must be well versed with the day-to-day problems encountered in the network and its peripherals and nodes. They must be equipped with maintenance kits comprising of tool box, multimeter, optical time domain reflectometry (OTDR), crimping tools, diagnostic software and any other tool required for carrying out such network services. All the service engineers, who the vendor mobilizes for providing specified services on the basis of complaints registered at CMC at NADT, must be contactable on immediate basis. Therefore, they all must carry a mobile phone and share their numbers for rendering services at NADT. Everyday, the vendor through its call coordinator or any other person (Head of Services or his/ her deputy) declare the service engineers, who will be attending the complaints on that particular day. The vendor may, at its discretion, also provide the said list in advance.
- 6.5 The comprehensive AMC shall also include the following:
- (i) Loading of latest software for router including installation of free updates from the website/OEM on regular basis;
 - (ii) Providing Hardware support such as replacing CAT-6/CAT-5 cables, replacing Fibre cable, replacing Patch cords including RJ-45, crimping connectors, configuring

- routers/switches/access points, managing Wi-Fi system, replacement & maintenance of wall mounted patch panels, replacement of I/O boxes, configuration of IP for LAN etc.
- (iii) Monitoring of internet bandwidth provided by the service providers and solving of choking/errors in the LAN & WAN.
 - (iv) The breakdown of any core or all the cores of the OFC arising out of natural processes or unforeseen circumstances and not due to intentional or negligent breakdown, should be diagnosed and repaired, including splicing and replacement of pigtels.
 - (v) Maintenance of Fibre Optic wall mount enclosures including splicing and replacement of OFC patch cords, if required

6.5.1 The vendor shall through its service engineers attend all the complaints. Absence of express listing of a particular type of complaint shall never be a justification for not delivering a service or attending a problem. This contract includes all problems that can possibly arise while operating Network equipments, associated peripherals, LAN/WAN operations etc. along with networking configurations. If any call is not attended to for such reasons and written waiver of JD(ICT) is not obtained in advance, it shall attract fine as stipulated in Para 6.1 and 6.10.

6.6 The Contractor shall ensure onsite external cleaning of all network equipments under the AMC at least quarterly. He shall provide the cleaning material, approved by NADT, required for the purpose. The person deputed for this purposes must render the services on all working days.

6.7 The Contractor shall intimate the DD(AD(Systems)/DD(ICT) on the status of complaints pending/rectified on a daily basis. The Contractor shall also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status on monthly basis to the DD/AD(Systems)/DD(ICT).

6.8 The Contractor shall provide new spare parts, assemblies and sub-assemblies in place of such items, which develop defects /suffer breakdown during the period of AMC. The NADT will provide items such as CAT6/CAT5/OFC cables in case of new connections. The cost of RJ45 connectors shall be borne by the vendor. All spare parts replaced shall be of original equipment manufacturer/supplier of that Networking equipment or peripheral and shall be new (not used or second hand). In case of unavailability of any part, the related equipment should be changed with a new one or equivalent working machine without any extra cost.

6.9 All network diagnostic shall be free of cost including fault in Optical Fibre transmission system.

6.10 The Contractor shall attend to the minor complaints within half an hour of the complaint made on the same day. However, all complaints must be attended by the next day. The complaints of DG, ADG-I, ADG-II, ADG-III, Addl./Jt. Ds and DDs/ ADs shall be given priority in that order. Alternate plans may also be chalked out by the DD/AD(Systems)/DD(ICT) from time to time to solve the immediate problems of Faculty Members. By minor complaints, it is meant that the faults can be corrected within 24 hours. However, the leeway to take the complaint to the next day cannot be a routine practice. Minor problems must be solved on the same day and should be carried over to the next day only under unavoidable circumstances and with prior permission of DD/AD (Sys)/DD(ICT), failing which, it will attract fine.

6.11 In case of major faults, the equipment should be set right and restored in working condition within three days from the date of reporting of fault. However, after deciding that it is a major fault, a standby unit of equivalent configuration shall have to be provided within one day by the Contractor so that the work of that user/Section does not suffer. The provision of standby unit does not absolve the Contractor from the responsibility of repairing the fault early. If the faulty equipment is not rectified & installed within 3 calendar days from reporting the fault, penalty would be levied from the date of complaint, as per Clauses

7.4 & 7.5 of the specifications.

6.12 If any glitch/problem is not resolved within a specified time limit (2 hours in case of minor problem and 72 hours in case of major problems), the owner will be at liberty to get the same repaired by any outside vendor and the cost of the same shall be deducted from the quarterly bill of the contractor.

6.13 The Contractor shall keep sufficient number of spares such as I/o Box, Access points, Media converters, switches, patch cords, OFC patch cords, Cat 6 cables & RJ45, etc. as standby so as to put these in service whenever required. Any cost incurred towards transportation of the faulty/repared as well as standby equipment shall be borne by the Contractor.

6.14 The Contractor shall be required to hand over all the equipment in working condition at the time of termination of the Contract, otherwise the equipment, found faulty, shall be made good at his risk and cost by arranging its repair from external agencies.

6.15 The Contractor shall make arrangement of the requisite documentation/maintenance records etc. as required for processing the quarterly payment during the period of AMC, which may be required by him for carrying out the maintenance. He shall submit a copy of the document/maintenance records to NADT, as and when required for reference.

6.16 All the equipment under AMC should pass through quarterly preventive maintenance and the preventive maintenance report, duly signed by the vendor, should be submitted along with the quarterly bills. It will also include testing of all the utilised/unutilised OFC cores with OFC diagnostic tool (OTDR) and submission of auto generated report through OTDR.

6.16.1 The vendor shall appoint a fairly senior officer, who will be designated as “Head of Services” and will be empowered to :

1. Mobilize emergency support and services from within or outside the organization in order to cater to any emergency needs;
2. Exercise administrative control over service engineers assigned to deliver services at NADT for acts of commission and omission;
3. Respond to immediate needs of NADT as communicated by DD/AD(Systems)/DD(ICT)/JD(ICT);
4. Provide immediate services by summoning additional resources within its organization in emergency situations; and
5. Act promptly and take remedial steps in case of failure of mechanism set for emergency services beyond service hours. If the designated persons cannot be reached or contacted for ‘beyond service hours’ assistance, ‘Head of Services’ will be contacted.

6.16.2 There can also be situations, where the designated service engineers may not be able to troubleshoot the problem while they are assigned to attend a complaint. In such situations, the ‘Head of Service’ shall make use of superior resources available within its organization to provide the necessary solution. Such needs can be ascertained based on feedback provided by service engineers or mutual consultation between DD/AD (Systems)/DD(ICT) and Head of Services.

6.16.3 Head of Services may have another officer deputizing for him/ her for issues involving lower degree of complications, but will be ultimately responsible for all bigger issues including ‘recourse to procuring remedial emergency services from open market at the cost of the vendor, if the same cannot be provided by it within the required time’.

6.17 The Contractor shall not use the services of any undesirable personnel for attending calls at NADT. Any such person(s) not acceptable to NADT shall not be sent to NADT for providing any service.

6.18 The Contractor shall not enter into a sub-contract with any other person(s)/company(ies) or transfer the contract or any benefit there under to any person(s) or company(ies). The contractor shall be solely and exclusive liable and responsible to its workers for the following:

- i) The payment of wages, allowances and other benefits as per provisions of Minimum Wages Act or any other applicable acts or enactments in force from time to time.
- ii) The payment of compensation under the Workman's Compensation Act or any other applicable acts or enactments in case of injury or death of any of its security personnel/other worker.
- iii) Any other allowances or benefits as admissible under different laws, rules and enactments to employees, including weekly rest/ off day's leave, national holiday etc.

6.19 The Contractor shall get the maintenance of the equipment, including the cleaning thereof, done by his maintenance staff solely at his own risk. The NADT shall not, in any way, be liable to make any payment, incur any expenditure or face any lawsuit in any court of law for any injury or death suffered by the successful bidder's maintenance staff during the course of maintenance under this AMC. The successful bidder shall give an undertaking that he/she will comply with all the statutes regarding labour laws for his staff.

6.20 The Contractor shall have to furnish a Bank Guarantee, valid for a period of twenty six months from the date of signing of the contract, for an amount equivalent to 10% of the amount of AMC. The Bank guarantee should be executed in the proforma in Annexure-IV. The bank guarantee must be submitted within 10 days from date of award of contract. This security shall be liable to forfeiture in the event of any breach or non-observance of the terms of the contract by the contractor or premature termination of the contract on part of the contractor for any reason. The performance bank guarantee will be renewed by the contractor, if the contract is extended after the normal expiry period of the contract.

6.21 The Performance Guarantee should be in a form/instrument as intimated to the successful bidder(s) immediately upon the signing of the contract. The Performance Guarantee should be valid for a period of 14 months from the date of signing of contract and must be submitted to the Hirer within 10 days of signing of the contract. The security shall be liable to forfeiture/encashment in the event of breach or non-observance of any of the terms of the contract by the successful bidder(s). No bill of the successful bidder(s) will be processed for payment until the Performance Guarantee is furnished to the satisfaction of the Hirer.

6.22 The successful bidder, having been given the Letter of Acceptance (LOA) for the Contract, shall contact the JC(ICT)/DD(ICT)/Dy./Asstt. Director (Systems), NADT within five days of his acceptance for executing the contract. Failing to do so will result in forfeiture of the earnest money.

6.23 He shall submit a duly signed and stamped 'Comprehensive Annual Maintenance Contract Agreement' on stamp paper of Rs. 100/-, as per proforma enclosed at Annexure-I with these Specifications, immediately after acceptance of Contract.

6.24 The Contractor shall observe all security measures as are applicable to the office of NADT. The DG, NADT reserves the right to cancel the contract in case of breach of security regulations and to take such action as may be considered necessary. Any special precautions required to be observed by the contractor shall be made known to him by the office of the NADT from time to time.

6.25 The contractor should also undertake the exercise of preventive maintenance of the items mentioned under Annexure-II at least once in each quarter and submit a report in the format specified in Format-III. The

vendor should undertake the exercise of preventive maintenance after the end of the quarter and claim the bill accordingly after completion of it.

6.26 The Contractor shall be responsible for any damage to the land & buildings, equipments, furniture & fixtures, vehicles, other items and articles within the NADT premises if such damage in the opinion of the institute is due to negligence or carelessness or any fault on part of the contractor or its employees or workers or agents and the Contractor shall be liable to pay to the NADT such amount in respect of such damage as may be assessed by NADT.

6.27 Without prejudice to the preceding term of contract, the contractor will be liable to reimburse the NADT any cost or legal liability / penalty / fine imposed on the NADT by any authority, because of any misconduct or any act of omission or commission of the contractor or any of the workers/ subcontractors / agents / any other persons deployed by the contractor.

6.28 The NADT shall have the right to withhold any reasonable sums from the amounts payable to the Contractor under this contract, if the Contractor commits breach of any of the terms and conditions with regard to payment of all statutory and other dues or compliance with statutory or other obligations.

6.29 In the event of instances of the gross misbehavior, theft, burglary, moral turpitude, misuse of the occupied area, breach of contract, unsatisfactory services etc. by the Contractor or by any staff/agent of the Contractor, the NADT may forthwith terminate this contract summarily without previous notice to the contractor and contractor shall have no claim whatsoever against NADT or any of its officers in consequence of such termination.

6.30 However, no dispute shall be taken by either of the parties to the contract, to any court of law without first requesting it to be referred to a mutually acceptable arbitrator, under the relevant arbitration law, and any decision of such arbitrator will be final and binding on both parties, and shall not be appealable in any court of law, except on the grounds of malafide or perversity.

6.31 The bidder shall obtain a valid labour license under the Contract Labour(R & A) Act, 1970 and the Contract Labour (R & A) Central Rules, 1971, before commencement of the work, a copy of which he shall submit to NADT, He shall continue to have a valid license until the completion of work. The bidder shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. Payment of Wages Act, 1936, Minimum Wages Act, 1948. Employees Liability Act, 1938, Workmen's Compensation Act, 1923. Industrial Dispute Act, 1947. Maternity benefits Act, 1961, and Apprentices Act, 1961 or the modification thereof or any other laws relating thereto and the rules made there under from time to time. The bidder is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits / risks in relation to employees to be engaged by him. Provisions of EPF and Misc. Provisions Act, 1952 and Employees Provident Fund Scheme 1952 shall be followed by the bidder in respect of staff engaged by them for performing the works of NADT. The persons deployed by the bidder shall always carry the proof that they have been covered under ESI, PF. Mere proof of furnishing the code number of the bidder is not sufficient. The proof of compliance shall be included in the monthly bill without which it will not be processed.

6.32 The contractor agrees and undertakes to bear all taxes, rates, charges, levies or claims whatsoever as may be imposed by the State/Central Govt. or any local body or any other authority.

6.33 The contractor shall not enter into a sub-contract with any other person(s)/company(ies) or transfer the contract or any benefit there under to any person(s) or company(ies).

6.34 After the award of contract, the contractor shall be initially on trial for two months, subject to fortnightly review of performance. The continuance of the contract for the remaining period shall be subject to the satisfactory performance during the trial period.

7. TERMS OF PAYMENT

7.1 The Contractor shall submit his bill towards the charges for the annual maintenance services in four quarterly instalments after the end of each quarter. The payment for the same shall be subject to recoveries, if any, due to delay in rectification of faults or due to rendering working equipment unserviceable as stated under paras 6.10 and 6.11 above and paras 7.4 to 7.6 hereunder or under any relevant clause of this contract.

7.2 No claim on account of sales tax, service tax, work contract tax or any other taxes and duties for the material used for execution of the work, awarded under the contract, will be entertained by the NADT and all such taxes and duties shall be borne by the contractor himself.

7.3 The NADT shall deduct such taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of the contract agreement.

7.4 If any of the network equipment remains non-operational/non-functional due to unattended Hardware/Software malfunctioning beyond the agreed upon permissible period as specified in Clauses above or/and if stand-by equipment is not provided, then deduction of Rs.500/-(Rupees five hundred only) per Item/part per calendar day, from the day complaint is made, shall be deducted from the quarterly bill, subject to the condition that cumulative amount of fine on a particular day shall be restricted to Rs. 5,000/- (Five thousand only) and that for a month shall be restricted to Rs. 25,000/- (Twenty five thousand only). If the equipment is not put in working condition within a month, the equipment of same specification or whatever with nearest available specification shall be procured and its cost shall be deducted from the AMC charges/Bank Guarantee for this Contract. This will be inclusive of the penalty amount plus Rs. 2,000/- extra as penal cost.

7.5 If any Network equipment is found without latest update of the necessary software/firmware or replacement of defective hardware beyond one month, deduction of Rs.200/- per instrument per day shall be made from the quarterly bill.

7.6 A penal deduction at the rate of Rs. 1000/-(Rupees one thousand only) per person and per working day shall be made from the bills for the number of days, the qualified personnel, as specified under Clause 6.4, remain absent.

7.7 Sum of all recoveries levied during the quarter shall, however, be limited to the amount of quarterly bill. Additional deductions, towards procurement of equipment against unrepaired equipment, if any, shall be made from the Bank Guarantee. However, the contract may be reviewed as per the relevant clause if the fine recoverable reaches the upper limit.

7.8 Pro-rata recoveries, for withdrawal from AMC of any of the network equipments/ networking nodes, associated peripherals shall be made. Any equipment can also be added on pro-rata basis during the period of AMC. The rates will be as indicated in Schedule II.

7.9 The NADT officials will review the status of pending complaints with the Contractor from time to time. If it is found that many complaints (5 or more) requiring repair of networking equipments or

nodes(networking) are pending for over a month, the DG, NADT reserves the right to withhold the payment of quarterly bills temporarily till all pending complaints are cleared.

8. CHANGE OF LOCATION:

8.1 In case any Network equipment is required to be shifted from one place to another, its de-installation from old location and reinstallation at new location shall be done by the Contractor.

8.2 In case of shifting of the said equipment beyond 50 km from the existing location, the terms and conditions of the AMC shall get extended by mutual consent, to the said equipment at the location to which it is shifted and on such further terms and conditions as are mutually agreed upon between the Contractor and the NADT in writing.

9. ARBITRATION:

9.1 In case of any disagreements so as to the interpretation of any clause or otherwise, relating to the AMC, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Pr. DG/ Director General, NADT whose decision shall be final. Also in the event of any dispute, relating to the AMC, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Pr. DG/ Director General, NADT for arbitration and the decision of such person(s) would be binding on both the parties. The proceedings of the arbitration shall be carried out only in NAGPUR.

10. RENEWAL/TERMINATION OF THE CONTRACT

10.1 The contract will be initially for a period of one year. The NADT, however, reserves the right to Renew/ Extend the term of the contract on a quarterly, six-monthly or annual basis, up to a total period of three years, after obtaining willingness of the Contractor, with or without altering any or all the terms and conditions of the contract.

10.2 During renewal of the contract, the hardware quantity per item may be added/ reduced.

10.3 In case of renewal of the contract, the Contractor shall have to furnish a fresh Bank Guarantee, valid up to two months beyond the last date of the validity of the Contract, for an amount equivalent to 10% of the amount of AMC.

10.4 The NADT reserves the right to abandon or terminate the contract at any time without assigning any reason, after giving three months notice to the Contractor. In the event of the service/work being found unsatisfactory and/or not according to the specifications and standards laid down in the contract, the contract may be terminated at one month's notice after giving to the Contractor an opportunity to show cause as to why such an action should not be taken. In the event of termination of contract on account of unsatisfactory/substandard services, the NADT shall not accept any responsibility for any loss suffered by the Contractor.

10.5 In case of termination of contract, NADT shall be at liberty to get the job completed from alternative sources at the risk and cost of the Contractor and deduction to this account shall be made from the Contractor.

11. HANDING OVER

11.1 At the time of expiry of contract all the equipment under maintenance shall be handed over in working condition so that handing over of AMC to next Contractor takes place in a smooth manner.

11.2 Any equipment not made available in working condition on the last working day of the contract period shall be rectified/ repaired by the Contractor within next 3 working days failing which the equipment shall be got rectified from alternate sources and deductions of the same made from the AMC payment.

11.3 The Contractor shall provide services for 15 working days from the date of the expiry of the contract for smooth transfer of the AMC to the new contractor without any extra cost. In this connection, any equipment which is noted as in non-working condition till last hour of the AMC contract period shall be rectified by the outgoing AMC Contractor without any extra cost to NADT.

FORMAT – I

COMPLAINT REGISTER

(To be submitted every alternate day in the morning to the DD/AD (Systems))

| Sl. No. | Date & Time of receiving complaint | Name of the Member/ Officer/Section | Contact Number | Room No/Address | Type of Complaint | Complaint Attended Date & Time | Token Number | Status of Complaint | Remarks |
|---------|------------------------------------|-------------------------------------|----------------|-----------------|-------------------|--------------------------------|--------------|---------------------|---------|
| 1 | 2 | 3 | 4 | 5 | | 7 | 8 | 9 | 10 |
| | | | | | | | | | |

COMPLAINT FORM

Complaint No/ Date and time Name of Officer Address Tel. No.
Token No.

Equipment (Type of equipment, Make/Model & Sr.No.)

Nature of complaint

Attended on _____

Attended By _____

Rectified on _____

Date & Time

Remarks :

Signature of User/User Representative with Name

CLEANING RECORD
(To be submitted every quarter along with the bill)

| Date | Type of Equipment | Machine Sr.No. | Name of building & Room No. | Name of the user | Remarks of user | Signature of User/Representative |
|------|-------------------|----------------|-----------------------------|------------------|-----------------|----------------------------------|
| | | | | | | |
| | | | | | | |

ATTENDANCE REGISTER
Vendor's Support Staff and Engineers
(To be kept in the office of the DD/AD (Systems))

| Sr. No. | Name of Engineer | Date | Time of Arrival | Time of Departure | Signature of the Engineer | Remarks of AD/DD(Sys) |
|---------|------------------|------|-----------------|-------------------|---------------------------|-----------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

Quarterly Report on Preventive Maintenance

(To be submitted equipment wise and building wise in the week after the end of the quarter to the AD/DD (Systems) along with the soft copy of the details)

For the Quarter(period):

Type of equipment:

Building Name:

| Sr. No | Name of User | Room No/ Floor/Building | All the ports of Switch & Router configuration Checked (Y/N) | Whether all cores of OFC working (Y/N) | I/O box/Patch cord/Patch panel/Network connectivity checked (Y/N) | Power Input to the system & earthing checked (Y/N) | Remarks, if any | Date | Signature of user |
|--------|--------------|----------------------------|--|--|---|--|-----------------|------|-------------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

GENERAL INFORMATION

SCHEDULE - I

TENDER PROFORMA

(To be filled in by the bidder for the technical bid)

1. Name of the company:
2. Head/Regd. Office Address:
 - (a) Postal
 - (b) Fax No.
 - (c) Telephone No. (s)
 - (d) E-mail Address
 - (e) Website Address

3. Former name of Company (if any)

4. Nagpur office Address:
 - (a) Postal
 - (b) Fax No.
 - (c) Telephone No. (s)
 - (d) E-mail Address

5. Type of Organization
 - (a) Individual
 - (b) Partnership
 - (c) Incorporated

6. Control Room Details
 - (a) Postal
 - (b) Fax No.
 - (c) Telephone No. (s)
 - (d) Mobile No.
 - (e) Working Hour
 - (f) E-mail Address

7. Year of establishment

8. Amount of EMD deposited
 - Draft No.
 - Bank Detail
 - Amount

9. Tender Fee
 - Draft No.
 - Bank Detail
 - Amount

10. Period of validity of tender

11. Details of technical particulars and schedules/Annexure enclosed.

12. Name and Address of the authorized signatory/contact person for this tender

13. Submission of a Letter of authorisation for attending bid opening as per Schedule-V

14. Submission of tender compliance report in the format given in Schedule-IV

15. Turnover for the last three F.Y

2011-12

2012-13

2013-14

(Whether copy of relevant documents enclosed or not (audited P&L A/c. & Balance Sheet)

16. Total staff strength of the company on its payroll

a) Regular for last 3 years

b) Engineers/ other staff

(Whether copy of relevant documents enclosed or not.)

17. PAN –

(Whether copy of PAN Card is attached or not)

18. Sales tax/VAT Regd. No.

(Whether copy of relevant documents enclosed or not)

19. Work Contract Tax Call No.

20. Whether Company has minimum four certified engineers with valid CISCO certified CCIE/CCNA/CCNP (copy of proof enclosed or not)

21. Whether the company has experience on ADS (Active Directory System)

(The vendor should attach an experience certificate/ order copy which includes work on ADS for the last three years)

22. One single work of comprehensive AMC with residential engineer for a minimum of 600 network nodes along with other peripherals for the last three consecutive years (Copy of relevant document enclosed or not)

OR

Two similar works of comprehensive AMC with residential engineer for a minimum of 350 Network Nodes each along with other peripherals for the last three consecutive years (Copy of relevant document enclosed or not).

23. The bidder should have executed at least one work of Annual Maintenance Contract for Networking with resident engineer successfully costing not less than 5 lac (Copy of relevant document enclosed or not).

24. The bidder should have a minimum revenue of Rs. FORTY Lac per annum during each of the last three years from AMC of Network equipment & its maintenance (Copy of relevant document enclosed or not).

25. The bidder should have its own office/branch office and service centre at Nagpur (Copy of relevant document enclosed or not).

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge and belief. I also hereby certify that this concern was never blacklisted in past by any organisation. In case any deviation /discrepancy is found in the above statement at any stage, the contract will be terminated immediately and the concern will be blacklisted.

Signature of bidder

Date:

Name

Place:

Office Seal

Schedule-II

Details of Annual Maintenance Contracts Executed/Under Execution since 01.04.2011

| S.No. | Name of Organization/Address | Whether Govt. Organisation /PSU/Private | Contract period | | Value of AMC | Size of the AMC | whether AMC was with resident Technical Personnel(s) or not |
|-------|------------------------------|---|-----------------|----|--------------|-----------------|---|
| | | | From | To | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Signature of bidder

Date:

Name

Place :

Office Seal

Details of Staff working continuously with company/Concern since 01.04.2011

| S. No. | Name of the Staff | Mob.No. | Email.ID | Whether Regular or temporary | Qualifications | Date of Appointment | Designation |
|--------|-------------------|---------|----------|------------------------------|----------------|---------------------|-------------|
| | | | | | | | |

Signature of Bidder

Date:

Name

Place:

Office Seal

[Format of Tender Compliance Report]

To,

Sir,

Sub: **Regarding tender for providing AMC OF NETWORK AND IT'S EQUIPMENT SERVICES at NADT, Nagpur.**

I have gone through the complete terms and condition of the Tender for Providing **AMC OF NETWORK AND IT'S EQUIPMENT SERVICES** at NADT, Nagpur and accept the same.

Place:

Date:

Signature of the Bidder
Name:

OPENING OFFICER

SIGNATURE OF THE CONTRACTOR WITH SEAL

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

To,
The

Sir,

Sub: **Authorization for attending bid opening in the tender of “AMC OF NETWORK AND IT’S EQUIPMENT SERVICES” at NADT, Nagpur. reg.**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below:-

| Order of preference | Name | Specimen Signature |
|----------------------------|------|--------------------|
| I. | | |
| II. | | |
| (Alternate Representative) | | |

Signature of bidder

Or Officer authorized to sign the bid Documents on behalf of the bidder

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE – I

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) AGREEMENT OF NETWORK AND RELATED EQUIPMENT AT NATIONAL ACADEMY OF DIRECT TAXES, NAGPUR.

This AGREEMENT made on this, the _____ day of _____ 2015 between the President of India, acting through the Additional Director General - III, hereinafter referred to as "THE OWNER" (which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors and assigns) on the one part

And

M/s _____ having its registered office at _____ hereinafter referred to as "THE CONTRACTOR" (which expression shall unless excluded by or repugnant to the context, be deemed to and include his heirs, executors, administrators, legal representative, successors in interest and assigns) on the other part.

WHEREAS the **Owner** is desirous of entrusting to the Contractor a contract of comprehensive repair & maintenance of the Network equipments, Active Directory server, nodes(networking),SAN storage, associated peripherals, mentioned in the Specifications appearing hereinbefore and described in Annexure II hereunder, and located in the NADT campus, in Nagpur; hereinafter referred to collectively as the "EQUIPMENT".

AND WHEREAS the Contractor has agreed to undertake such repair and maintenance, as per the terms and conditions and charges set out hereunder.

AND WHEREAS it is agreed that a formal agreement be executed between the parties thereto:

NOW IN consideration of the premises, it is hereby agreed and declared by and between the parties hereto as follows:

1.0 SCOPE OF SERVICE:

1.1 M/s _____ hereby agrees to undertake the repair and maintenance of the network equipment installed in the NADT campus, Nagpur, so as to keep it fit for normal usage on the terms and conditions of this agreement.

1.2 The AMC for the network equipment is for the period from _____ to _____ (both days inclusive).

1.3 The Contractor shall provide services for the repair and maintenance of the networking equipments to be maintained including updating application/system software, etc. in NADT from 07.00 A.M. to 10.00 P.M, on all seven days in a week. If required, the contractor may depute persons in shifts to do the work.

1.4 The calls at the NADT campus shall be attended promptly on all days except gazetted holidays. However, in special circumstances, the Contractor may be required to provide such services on gazetted holidays also.

1.5 The Call Management System (CMS) software shall be extensively used for maintaining the call details.

1.6 The Contractor agrees to load necessary software/updates/firmware on all equipment under AMC.

1.7 The Contractor agrees to provide support for LAN/WAN/Network equipment/ network software support, configuration of router & switches, configuration of controller / non-controller based Wi-Fi and configuring the devices for network access.

1.8 The Contractor agrees to depute qualified personnel as specified in clause 5.5 & 6.4 of the Tender Specifications. The said personnel shall be well-versed in solving day-to-day problems encountered in the network and its related devices and shall be capable of configuring all the devices. They shall be equipped with the maintenance kit comprising of toolbox, multimeter, OFC diagnostic kit, RJ45, Patch cord including OFC patch cords, media converters, etc. The said personnel shall report to the Dy/ Asst. Director (Systems)/DD(ICT), NADT, Nagpur.

1.9 The Contractor agrees to provide the names and qualifications of the Service Engineers after getting the contract.. Attested copies of certificates showing their qualifications must also be filed along with the list. No change in the names can be made during the tenure of the contract without prior consent of the Dy./ Asst. Director (Systems)/DD(ICT), NADT, Nagpur.

1.10 The Contractor shall ensure onsite external cleaning of every item of the Equipment, at the end of each quarter. The Contractor shall provide the cleaning material, approved by NADT, required for the purpose. The personnel(s) of the Contractor, deputed for the purpose, shall report to and work under the instructions of the Owner and shall do the work as assigned by the Owner.

1.11 The Contractor agrees for replacement of existing CAT-6 cables, Patch cords, OFC connectors & pigtels, other spare parts, assemblies and sub-assemblies, which develop defects or break during the period of AMC including part of networking equipment, switches, router, access points, media converters, etc. All spare parts replaced shall be of original equipment manufacturer/supplier of that network equipments and peripherals and shall be new. The faulty parts arising out of replacements shall be the Contractor's property. The contractor also agrees to maintain all Fibre Optic wall mount enclosures including splicing, if required. The contractor shall also maintain the OFC of NADT including breakdown of any core or all the cores of the OFC arising out of natural facts or unforeseen circumstances and not due to intentional or negligent breakdown, should be diagnosed and repaired , including splicing and replacement of pigtels.

1.12 The contractor agrees to monitor and coordinate with BSNL & PGCL/NIC lease data circuit service provider for rectifying any fault in the circuit. In case of any fault, a complaint should be lodged by the vendor on the same day itself with the service provider or latest by the next day. A complaint register should be maintained by the vendor for this purpose where the complaint docket number must be noted for each call.

1.13 The Contractor agrees to attend to all the complaints in accordance with Clauses 6.1 to 6.24 of the Specifications.

1.14 The Contractor's responsibility to maintain the said equipment in operating condition is subject to :

1.12.1 the non-occurrence of any event beyond the reasonable control of Contractor including, but not limited to, acts of God or public enemy or Governmental authority, confiscation of facilities, act

of war or threatened war, hostility, rebellion or sabotage or damage resulting from fire, flood, explosion, accident, Earth Quake, riot, lockouts, strikes or other concerned acts of workmen, direct or indirect.

1.12.2 the non-occurrence of any event occasioned by fault or negligence of the owner, his agent or his employees or by causes external to the system such as, but not limited to, power failure.

1.12.3 The performance by the Owner of his obligation under this agreement .

1.15 The Contractor agrees to make arrangement of the requisite documentations during the period of AMC. The list of documentation in particular formats

| | |
|--|--------------|
| Complaint Register | (FORMAT-I) |
| Complaint Form | (FORMAT-II) |
| Quarterly Report on Preventive Maintenance | (FORMAT-III) |
| Cleaning register | (FORMAT-IV) |
| Attendance Register | (FORMAT-V) |

1.16 The Owner also reserves the right to withdraw any item of the Equipment included in the contract hereof at anytime during the period of this contract.

1.17 The Contractor agrees to submit a Bank guarantee of an amount equivalent to 10% of the amount of the AMC and also during each renewal of the contract.

2.0 PERIOD OF CONTRACT

2.1 The contract shall commence on _____ and shall remain in force till _____ (both days inclusive).

2.2 During the entire period of the contract, no request for any increase in the rates on any account would be entertained and the performance would be reviewed from time to time to ensure that it is to the entire satisfaction of the Owner.

2.3 The contract will be initially for a period of one year and may be extended for up to 3 years. The Owner, however, reserves the right to Renew/ Extend the term of the contract on a quarterly, six-monthly or annual basis, after obtaining willingness of the Contractor, with or without altering any or all the terms and conditions of the contract.

3.0 AVAILABILITY OF MAINTENANCE SERVICE:

3.1 The Contractor shall provide repair and maintenance services for the said equipment through qualified Engineers and other staff as per the Clauses 1.3 to 1.12 Services rendered during the said period shall be charged as specified in clause 4.1 below.

3.2 The Contractor shall ensure that no complaint remains unattended. In case of failure to do so, recoveries as indicated in Clause 4.6 below shall be effected from the quarterly bills.

3.3 The Contractor shall be required to maintain a register detailing complaints wherein each complaint received and action taken thereon along with the timings will be recorded by the Contractor's service staff. The complaint register will be produced to the DD/Ad(Systems)/DD(ICT), NADT on daily basis for inspection and further directions, as the case may be.

4.0 REPAIR/ MAINTENANCE CHARGES:

4.1 The Owner shall be liable to pay to the Contractor a sum of Rs. _____/- Rupees. _____ only) including all taxes towards the charges for repair and maintenance rendered during the period of AMC from _____ to _____ in quarterly instalments, after effecting recoveries, if any, as stated under clauses 4.6 to 4.8 hereunder.

4.2 Pre-receipted bill, in triplicate, shall be submitted by the Contractor as per the following schedule:

- 1st bill on or after _____
- 2nd bill on or after _____
- 3rd bill on or after _____
- 4th bill on or after _____

The Contractor shall submit along with the quarterly bill the complaint register for the quarter, the preventive maintenance report and the cleaning record and the attendance register for the quarter.

4.3 The Owner shall deduct prescribed taxes, duties and any other statutory levies imposed by the Government on such charges as may arise from the implementation of this agreement.

4.4 On receiving the complaint from NADT user, the complaint shall be entered into a complaint register/Web based call Management System. The complaint shall be immediately passed on to the contractor's service engineer by a written note or by a telephonic message, as the case may be. The service engineer shall attend to the complaint the same day. All minor complaints shall be repaired positively within 24 hours. The complaints of Director General, Addl. Director General-I, Addl. Director General-II & Addl. Director General-III shall be attended most promptly. In case the engineer feels that the complaints cannot be rectified within this time, standby equipment shall be installed by next working day and faulty equipment shall be repaired immediately. However, this will not absolve the Contractor's responsibility of rectifying NADT's equipment within stipulated time and shall be counted for penalty stated elsewhere in the specification.

4.5 In case of major faults (OFC splicing, Fibre Optic LIU, etc.), the equipment shall be set right in working condition within three days from the date of reporting of fault. However, after deciding that it is a major fault, a standby unit shall be provided by the Contractor within one day so that the work of that user does not suffer. The provision of standby unit does not absolve the Contractor from the responsibility of repairing the fault early. The Contractor shall keep sufficient number of standby equivalent systems viz switches, access points, routers, RJ4, Patch Cords, Media converters, etc. so as to put these in service whenever required. Contractor will also coordinate with the OEM for replacement of active devices under warranty.

4.6 If any item of the Equipment remains non-operational/non-functional beyond the agreed upon permissible period as defined in the tender specifications and stand-by is not provided, a deduction @ Rs.500/-(Rupees five hundred only) per item/part of item per calendar day, from the day complaint is made shall be deducted from the quarterly bill, subject to the condition that cumulative amount of fine on a particular day shall be restricted to Rs. 5,000/- (Five thousand only) and that for a month shall be restricted to Rs. 25,000/- (Twenty five thousand only). If the equipment is not put in working condition within a month, the equipment of same specification or whatever with nearest available specification shall be procured and its cost shall be deducted from the AMC charges/Bank Guarantee for this Contract. This will be inclusive of the penalty amount plus Rs. 2,000/- extra as penal cost.

4.7 The Contractor shall also be penalized at the rate of Rs. 1000/-(Rupees one thousand only) per day per person for the number of working days, the qualified personnel, as specified under Clause 5.5 & 6.4 of the Specifications, remains absent.

4.8 Pro-rata recoveries, for withdrawal from AMC of any item of the equipment shall be affected by the Owner before making payment of any bill of the Contractor.

5.0 CHANGE OF LOCATION:

5.1 In case any Network equipment is required to be shifted from one place to another, its de-installation from old location and reinstallation at new location shall be done by the Contractor.

5.2 If the shifting of the said Equipment is beyond 50km from the existing location, the Contractor shall be discharged of the obligations under this agreement, unless the terms and conditions of this agreement are extended by mutual consent, to the said equipment at the location to which it is shifted and on such further terms and conditions as are mutually agreed upon in writing between the Owner and the Contractor.

6.0 TERMINATION OF AGREEMENT

The owner reserves the right to abandon or terminate the contract at any time without assigning any reason, after giving three months notice to the Contractor. In the event of the service/work being found unsatisfactory and/or not according to the specifications and standards laid down in the contract, the contract may be terminated at one month's notice at their risk and cost of the Contractor and after giving to the Contractor an opportunity to show cause as to why such an action should not be taken. In the event of termination of Contract on account of unsatisfactory/substandard services, the Contractor shall be liable to compensate the owner of all the loss, damages, costs and consequences thereof.

7.0 OTHER TERMS OF AGREEMENT

7.1 The Owner may stipulate any further conditions during the period of the Contract which will be duly communicated to the Contractor in writing.

7.2 The Contractor shall not employ any undesirable personnel(s) and if any such person(s) is not acceptable to the Owner, the Contractor shall immediately replace him.

7.3 The Contractor undertakes not to enter into a sub-contract with any other person(s)/company(s) or to transfer the contract or any benefit there under to any person(s) or company(s) without the prior written approval of the owner.

7.4 The Contractor shall get the maintenance, including cleaning of the equipments, done by his maintenance staff solely at his own risk. The owner shall not, in any way, be liable to make any payment, incur any expenditure or face any law suit in any court of law for any injury or death suffered by the Contractor's maintenance staff during the course of maintenance under the contract. The Contractor shall observe all laws and be responsible for the implementation thereof in respect of the staff employed by him.

7.5 The Contractor shall observe all security provisions as are applicable to the NADT. The NADT reserves the right to cancel the Contract in case of breach of security regulations and to take such action as may be considered necessary. Any special precautions required to be observed by the Contractor shall be made known to the Contractor by the owner from time to time.

7.6 The specifications and General Terms and Conditions appearing hereinbefore and Annexure II, all Formats and Schedules appearing hereinafter shall be construed as if they were part of this contract.

8.0 ARBITRATION:

In case of any disagreements so as to the interpretation of any clause or otherwise, relating to the AMC, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Director General, NADT whose decision shall be final. Also in the event of any dispute, relating to the AMC, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Director General, NADT for arbitration and the decision of such person(s) would be binding on both the parties. The proceedings of the arbitration shall be carried out only in Nagpur.

IN WITNESS thereof the parties thereto, acting through their properly constituted representatives there up to duly authorized, have caused these presents to be signed and executed for in their respective names and on their behalf on the day, month and year first above written at Nagpur.

For and on behalf of :

For and on behalf of :
THE PRESIDENT OF INDIA

Signed

Signed

Name :

Name :

Date :

Date :

IN THE PRESENCE OF

Signed

Signed

Name

Name

Date

Date

Place Nagpur

Place Nagpur.

Schedule of Prices for Comprehensive AMC Network Systems**A. Equipment Out of Warranty.**

| Sr.No. | Type of Equipment | Make/model type | Quantity | Unit Charges/ per annum | Total AMC Charges/an num |
|--------|-------------------------------------|--|----------|----------------------------|--------------------------------|
| 1 | ROUTER s | CISCO 2811 | 01 | | |
| | | CISCO 1800 | 01 | | |
| 2 | SWITCHES | | | | |
| | SWITCH UNMANAGED | D-LINK 24 PORT DES-1024D | 03 | | |
| | SWITCH UNMANAGED | D-LINK/ Netgear 8 PORT | 12 | | |
| 3 | ACCESS WI-FI POINT | D-LINK DWL 2100AP | 19 | | |
| 5 | MEDIA CONVERTER | D-LINK/Digisol 10/100 Mbps | 13 | | |
| | | D-Link/digisol 10/1000 Mbps | 02 | | |
| 6 | Maintenance of LAN NODEs | I/O Port/CAT6 cable /RJ45/Patch cord/Patch Panel/OFC diagnostic & splicing/OFC LIU maintenance, etc. (The vendor is required to quote a lump sum amount.) | 642 | | |
| 7 | UPS ONLINE | APC - SURT20KUX-20 KVA | 1 | | |
| 8 | UPS ONLINE | APC - SURT20KUXI-20 KVA | 1 | | |

ANNEXURE-II

B. Equipments under warranty:

| S.No. | Description (Model/configuration) | Make/Model | Qty. (Number) | AMC required with effect from | Unit Charges per month | Total AMC Charges per Anum |
|-------|--|------------------------------|---------------|-------------------------------------|-------------------------------------|-------------------------------------|
| 1 | SWITCH UNMANAGE | NETGEAR 24 PORT JFS524 | 21 | Under Life time Warranty | Under Life time Warranty | Under Life time Warranty |
| 2 | SWITCH UNMANAGE | NETGEAR 16 PORT JFS516 | 09 | Under Life time HW Warranty | Under Life time Warranty | Under Life time Warranty |
| 3 | Switch L2 , Fast Ethernet Smart Switches | DLINK 24 Port DES 1210-28 | 7 | Under limited Life time HW Warranty | Under limited Life time HW Warranty | Under limited Life time HW Warranty |
| 4 | Switch unmanaged | D-Link 16 Port, DES1016-D, | 1 | Under limited Life time HW Warranty | Under limited Life time HW Warranty | Under limited Life time HW Warranty |
| | Switch unmanaged | D-Link 16 Port, DES1024-D, | 1 | Under limited Life time HW Warranty | Under limited Life time HW Warranty | Under limited Life time HW Warranty |
| 5 | Switch unmanaged | Digisol 24 Port , DGFS1024-D | 1 | Under limited Life time HW Warranty | Under limited Life time HW Warranty | Under limited Life time HW Warranty |
| 6 | SWITCH UNMANAGE | CISCO-24 PORT | 01 | Under limited Life time HW Warranty | Under limited Life time HW Warranty | Under limited Life time HW Warranty |
| 7 | ACCESS Wi-Fi POINTs | CISCO-4410N | 08 | Under limited Life time HW Warranty | Under limited Life time HW Warranty | Under limited Life time HW Warranty |
| 8 | Access Wi-Fi Points | CISCO- WAP 121 | 12 | Under limited Life time HW Warranty | Under limited Life time HW Warranty | Under limited Life time HW Warranty |

Total AMC Charges in figure (A) : Rs. _____

Total AMC Charges in words (A) : _____

ANNEXURE-III

Location of Equipment

A. NADT, CAMPUS

FORM FOR PERFORMANCE GUARANTEE
IN CONNECTION WITH AMC OF NETWORK AND & RELATED EQUIPMENT SERVICES

To

The President of India

WHEREAS (name of address of the contractor)
(hereinafter called "the contractor") has undertaken, in pursuance of contract no.
..... Dated
for AMC Of Network & related equipment Services (hereinafter called "the contractor").

AND WHEREAS is has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the contractor such a bank guarantee:
NOW Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of (amount of the guarantee in words and figures), and we undertakes to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

(Bank's common seal)