

NATIONAL INSTITUTE OF HYDROLOGY  
(A Govt. of India Society under Ministry of Water Resources  
River Development & Ganga Rejuvenation)  
JALVIGYAN BHAWAN, ROORKEE

Tender Document for **AMC of Campus Wide Network and Networking Equipment (Active & Passive Items)** in National Institute of Hydrology, Roorkee - 247 667

Last Date & Time for submission of Bids: **07.05.2018 3:00 PM**

**Venue :** Purchase Section,  
National Institute of Hydrology,  
Jalvigyan Bhawan,  
Roorkee - 247 667

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NATIONAL INSTITUTE OF HYDROLOGY  
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**TENDER NO. 5(VII)/2018-Pur-6**

**DATED: 11.04.2018**

**NOTICE INVITING TENDER**

Sealed tenders (Technical and Commercial Bids) are invited in separate sealed envelopes for AMC of **Campus Wide Network and Networking Equipment (Active & Passive Items)** in National Institute of Hydrology, Roorkee - 247 667, as per the details given in the Tender document.

The Tender Document may be downloaded from the Institute website: [www.nihroorkee.gov.in](http://www.nihroorkee.gov.in). The completed Tender Document with a Crossed Demand Draft of Rs. 590/- in favor of National Institute of Hydrology, payable at Roorkee, may be submitted in the Office of **the Purchase Officer, National Institute of Hydrology, Jalvigyan Bhawan, Roorkee - 247 667 (Uttarakhand)** latest **by 07.05.2018** before 3:00 p.m.

## TENDER DOCUMENT

**Subject: Annual Maintenance Contract of Campus Wide Network and Networking Equipment (Active & Passive items) at National Institute of Hydrology, Roorkee - 247 667**

On behalf of Director, National Institute of Hydrology (NIH), Roorkee, sealed tenders (Technical and Commercial Bids) are invited in separate sealed envelopes for **AMC of Campus Wide Network and Networking Equipment (Active & Passive Items)** in National Institute of Hydrology, Roorkee - 247 667, from established, reliable and reputed IT Service Provider/ organizations to maintain the networking equipments (all active and passive components,) and keep the campus network setup operational round the clock in NIH Headquarters at Roorkee, **for one year on annual basis, extendable further for one year**. Entire maintenance will be given to one such organization and no intermediary will be entertained. The firm should have a track record of maintaining at least one network of minimum 1000 nodes at the same location with at least 5 years of quality experience in maintaining the network equipment and setup. The firm should have an minimum annual turn over of Rs. 4 crores for the past two years 2016-17 and 2017-18 in respect of AMC related services for maintaining IT infrastructure. The firm must have ISO certification for computer hardware maintenance services.

The tender form containing the details of terms and conditions duly filled in along with the demand draft for Earnest money in favor of National Institute of Hydrology should reach to the Purchase Officer, National Institute of Hydrology, Jalvigyan Bhawan, Roorkee - 247 667 **by 3:00 p.m. on 07.05.2018** and shall be opened on same day at 3.30 p.m.. One representative of the firm may be present at the time of opening of the Technical Bid.

All interested eligible bidders are requested to submit their bids duly filled in as per the criteria given in this document:

1. Technical Bid and EMD should be sealed in a separate envelope subscribing “Technical Bid for **Campus Wide Network and Networking Equipment (Active & Passive items)**”.
2. Commercial Bid should be sealed in a separate envelope subscribing “Commercial Bid for **Annual Maintenance Contract of Campus Wide Network and Networking Equipment (Active & Passive items)**”.
3. Demand Draft for Earnest money in favor of National Institute of Hydrology must be put with the Technical Bid and terms and conditions.

Both Technical and Commercial Bid envelopes should be enclosed and sealed in a separate envelope subscribing the “Tender for **Annual Maintenance Contract of Campus Wide Network and Networking Equipment (Active & Passive items)**”. The sealed envelope should be addressed to: Purchase Officer, National Institute of Hydrology, Jalvigyan Bhawan, Roorkee - 247 667.

Last Date of Submission: **07.05.2018 up to 3:00 p.m.**

The completed Tender documents are to be submitted with **Tender Fee Amount of Rs. 590/- in cash or crossed DD** in favour of National Institute of Hydrology, payable at Roorkee. Tender fee Demand draft must be kept in the Technical Bid. As such the Technical Bid envelope must have (i) duly filled in Technical Bid (ii) Demand Draft for EMD and (iii) Demand draft for Tender Fee.

## CHAPTER 1:

## ELIGIBILITY CRITERIA OF TENDERER/ BIDDER

Eligibility Criteria: The bidder should be

- a) ISO 9000/9001 Certified Company with at least 5-years experience in providing Annual Maintenance services for IT network setup with consistent good record in reputed organizations.
- b) The bidders must have successfully carried out the job of Comprehensive Annual Maintenance of Active, Passive network equipments **of at least two reputed government organizations.** Relevant documents to be enclosed.
- c) The bidder should have **maintained at least one network of minimum 1000 nodes** in single/multiple location/s under single contract. The bidder should have the **experience of providing satisfactory services** for networking equipments. Relevant documents to be enclosed.
- d) Bidder should have executed minimum 2 similar projects of 7 lakh each in last 4 years in any Government Organization. Performance Certificate to be attached.
- e) The bidder should have an minimum **annual turnover of Rs. 4 crores** for the past two years 2015-16 and 2016-17 in respect of AMC related services for maintaining IT infrastructure. This has to be substantiated by the Balance sheet of the Firm / Company for the relevant years and if break up of figures are not available in the Balance sheet then it should carry a certificate by the CA firm who has audited the accounts of the bidder.
- f) The Bidder should have posted net profit in the last two financial years. The Certification to this effect must be certified by the CA.
- g) Bidder should have done AMC business of at least 50 lakh per annum in last 3 years . C.A Certificate to be attached.
- h) Bidder should have executed AMC contract for Cisco and Security Device in at least 2 Government Organizations. Relevant documents to be attached
- i) The bidder should have **at least one of its service centre located in and around 250 km of Roorkee.**
- j) **Letter from the Principal/OEM (in case of critical items like Cisco, Dlink switches,)** supporting the tenderer for the entire AMC period including the extended period as per clause for supply of spares parts and necessary support to the bidder, if required by them, to upkeep the systems and network setup up in AMC.
- k) The bidder should not have been blacklisted on any account by any government organization.
- l) Adequate infrastructures to satisfactorily execute the AMC Contract (enclose documents)

*The bidder should submit all documentary evidences in support of the eligibility criteria.*

**In case of failure of submission of any of the documents in Technical Bid, the bid will be considered non-responsive and will be rejected. NIH will have the option to treat some documents as mandatory/optional in the benefit of the Institute i.e. NIH Roorkee.**

### 2. Schedule of Invitation to Tender

- (a) Name & Address of the Purchaser Director,  
National Institute of Hydrology,  
Roorkee - 247 667.
- (b) Locations where the AMC Services are to be performed NIH, Roorkee

- |     |   |  |
|-----|---|--|
| (c) | <b>Place of submitting Tender</b>                                       | Office of the Purchase Officer,<br>National Institute of Hydrology,<br>Jalvigyan Bhawan, Roorkee |
| (d) | <b>Last Date &amp; Time</b> for Submission<br>of Tender is on or before | 07.05.2018 up to 3.00 p.m.   |
| (e) | Date & Time of Opening of tender  | 07.05.2018 at 3.30 p.m.  |
| (f) | Date till which the Tender is valid                                     | 90 days from the date of opening of<br>Financial bid   |

**Note: NIH shall not be responsible for non-receipt/non-delivery of the tender documents due to any reasons whatsoever.**

**Scope of Work**

The successful bidder shall maintain all the equipment as listed in Chapter 5 ‘**List of Hardware**’ of the Tender document under a “**On site Comprehensive**” Annual Maintenance Agreement initially for a period of 1 (one) year which may be extended further period on mutual agreement. However, order from NIH will be placed on annual basis based on the satisfactory performance of the services. It may further be extendable for the another year on mutual agreement basis without increase in AMC Cost. A formal letter from the Institute to this effect & acceptance from the vendor will suffice.

The **comprehensive maintenance** shall cover:

- 1.** Maintaining of all items under AMC in good working condition.
- 2.** Functioning of entire network setup in the campus along with all Active, Passive networking equipment in good working condition.
- 3. Corrective maintenance: -.**

The company has to provide the repairs/replacement of defective parts of various switches/router/machines and other parts which are bound to go bad due to whatsoever reason including technical, electrical, burn out, wear and tear etc. within the maintenance charges including plastic parts.
- 4. Maintenance of entire Network and Passive equipment** which also include all such items for the RF link such as RAD Modem Router and other items like switches, information outlet, jack panels, cable termination and fiber splicing as and when required in case of break down for whatsoever reason. This shall include the following:
  - (a)** Maintaining of all racks and networking equipment in good and clean condition.
  - (b)** Shifting or addition of network nodes in a network currently comprising of more than 450 nodes.
  - (c)** Fixing of conduits for cable laying as per **ISO** standard for addition of approx. 100 networking nodes.
  - (d)** Laying/Removal of UTP cable, cable terminations, I/Os, patch panel, & cable testing etc.
  - (e)** Splicing of fiber cable using suitable connectors and proper shielding of spliced cables in jointer box in case of breakdown in any part of the campus.
  - (f)** Any other work assigned by NIH to keep the passive network in good and clean condition.
- 5 Maintenance of Active Network.** This shall include the following
  - (a)** Maintenance and smooth functioning of entire campus network at NIH HQ Roorkee.
  - (b) Two hours maximum down time for any active networking equipment (switch)**
  - (c) Replacement of active networking equipment with equivalent or higher model – as listed in Chapter 4 clause 4.**

*Note: For carrying out above listed actions, prior approval from the NIH is required with plan of work.*
- 6** Periodic quarterly **preventive maintenance**.
- 7** Configuring the devices to access the Institute’s Network/Internet/E-Mail. Procedures will be

provided by NIH.

- 8 At any point network equipment of equivalent / higher configuration may be added/removed from the AMC at already agreed tender rate.**
- 9** The vendor shall station at least one qualified resident Engineer with at least 3 years of experience and necessary tools for maintaining the network in various buildings of NIH campus. The vendor shall provide maintenance services on all working days i.e. Monday to Friday from 9.00 a.m. to 6.00 p.m. However, if needed by NIH, such services shall be provided by the vendor even on Saturdays/ Sundays and other holidays.
- 10 A stand by machine of similar or higher capacity must be provided if the machine is down continuously for duration as given in Chapter 4.**
- 11** The resident engineer should have mobile phone facility so he/she can be contacted at site when in movement.
- 12** Resident engineer will work in coordination with NIH IT Engineers towards configuring the managed switches and also monitor the management and cyber security aspects of the LAN. The service includes preventive maintenance of the network.
- 13** If the Resident Engineer proceeds on leave due to any reasons, then bidder will immediately appoint corresponding replacement during the period of leave, otherwise a deduction at the rate of Rs. 500/- per day will be made after two days.
- 14** Payment to Resident Network Engineer shall be released directly to bidder on quarterly basis by NIH
- 15** Bidder should not make frequent changes in the posting of its Resident Engineer at NIH Roorkee.
- 16** For each quarter of the annual contract period, on annual basis, performance certificate from , Computer Centre shall be obtained by the vendor. The bills along with the weekly reports and performance certificate on prescribed performa shall be submitted to the office of Head, Computer Centre immediately after expiry of the each quarter for the release of the payment. Payment will be released subject to deducting the penalty, if any. The vendor will maintain complaint details in respect of all user requests/ complaints.. Data/ information management shall be computer based and weekly reports must be submitted to the Head, Computer Centre, NIH, Roorkee. This will be a precondition for processing of bills. One senior engineer must visit every fortnight to review/repair the complex problems. Also monthly review meeting on the activity will be a must to attend and sort out issues with mutual discussion.
- 17** Maintenance of recommended spare parts at Computer Centre, NIH, Roorkee. It must cover all such vital components required for the entire jobs as above
- 18** The firm will guarantee minimum uptime of 95% in respect of Networking equipment. If the uptime of any system falls below this for any given month, NIH shall have the right to extend the contract period for that system by one month on compensatory ground in addition to the penalty clause mentioned.
- 19** Maintaining item wise record of replacement/repair activities carried out on each equipment. NIH may seek these details as and when required.
- 20 Any other action required for keeping the equipment under good working condition.**



## CHAPTER 3:

## INSTRUCTIONS TO THE BIDDER

### 1. General instructions

The offer complete in all respect, in prescribed format, should be submitted on or before the time and date fixed for the receipt of offer as set forth herewith in the tender document. Offers received after stipulated time and date shall be summarily rejected.

### 2. Deposit of Earnest Money

- (a) Tenders submitted without Earnest Money deposit shall be rejected.
- (b) The bidder shall be required to deposit earnest money of Rs. 2.0 Lacs/- through fixed deposit receipt/Bank guarantee /Bank Draft/Pay Order drawn in favor of the National Institute of Hydrology, **payable at Roorkee from any commercial banks in an acceptable form. The EMD must accompany the “Technical bid and Terms and conditions.”** hereafter referred as ‘Technical Bid’, otherwise the offer shall not be considered.
- (c) The EMD shall remain deposited with NIH till the period of validity of offer.
- (d) No interest shall be payable by NIH on EMD.
- (e) The EMD deposit is liable to be forfeited, if the tenderer withdraws, amends, impair or derogates from the tender in any respect, within the period of validity of his offer.
- (f) The EMD of the successful tenderer shall be returned after the Contract Performance Guarantee is furnished by him.
- (g) If the successful tenderer fail to furnish Contract Performance Guarantee then the EMD shall be liable to be forfeited by NIH and NIH will have the choice to award the contract to second lowest bidder.

### 3. Last date for Submission of Tender Document:

Sealed Technical and Financial Bids placed separately in a single sealed envelope complete in all respects, along with the earnest money and tender document fee, should reach the office of Purchase Officer, National Institute of Hydrology, Jalvigyan Bhawan, Roorkee - 247 667 **on or before 07.05.2018 up to 03:00 PM.**

### 4. Submission of Bid

- (a) The bidder should submit bids in two parts viz. ‘Technical Bid’ and ‘Commercial Bid’. The Technical Bid should be placed in a separate envelope and sealed properly along with DDs for EMD and Tender Fee, subscribing ‘**Technical Bid for AMC of Campus Wide Network and Networking Equipment (Active items & Passive Items)**’ and ‘Commercial Bid’ should be sealed in a separate envelope subscribing ‘**Commercial Bid for AMC of Campus Wide Network and Networking Equipment (Active items & Passive Items)**’. Both Technical and Commercial Bid envelopes should be enclosed and sealed in a single separate envelope marked as ‘Bid for Maintenance (AMC) of Campus Wide Network and **Networking Equipment (Active items & Passive Items)**’. The bid should be addressed to the Purchase Officer, National Institute of Hydrology, Roorkee.
- (b) All prices and other such information like discounts etc. having a bearing on the price shall be written both in figures and words in the prescribed form. All the papers submitted with the bids as above for Technical and Commercial Terms and Conditions must be signed by the tenderer. Where there is a difference between amount quoted in words and figures, the amount quoted in

words shall prevail. The GST as applicable should be quoted separately, failing which, NIH shall have no liability to pay other charges, and the liability shall be that of the tenderer.

- (c) Each page of the bids shall be numbered. It must bear the signature and seal of the tenderer at the bottom. All offers shall be either typewritten or written neatly in indelible ink. Any correction should be properly authenticated.

## **5. Technical Bid**

The Technical bid must be submitted in a spiral bounded report format containing the documents arranged and labeled as per the following index:

- (a) Covering letter duly signed by the authorized person (Annexure –I).
- (b) DD towards Earnest money.
- (c) DD/Cash Receipt towards tender document fees.
- (d) Company Profile as per format in Annexure – II.
- (e) Documentary evidences in respect of eligibility criteria. Each document should be labeled on the top right so as to indicate the eligibility criteria serial number.
- (f) Letter from the Principal/OEM (in case of third party item) supporting the tenderer for entire AMC period including.
- (g) Compliance to all terms and conditions laid down in this Tender Document.
- (h) Compliance to the Scope of work laid down in this Tender Document.
- (i) Details of the Manpower proposed to be posted at NIH, Roorkee, for rendering AMC services (Annexure –III).
- (j) Quality of Service Offered (Annexure –IV).
- (k) Inventory of Standbys to be provided at IT Help Desk at Computer Centre, NIH, Roorkee (Annexure –V).
- (l) Arrangements proposed by the bidder for ensuring replacements of parts with non-spurious items i.e. original equipment.
- (m) Any deviation to the scope of work or terms and conditions

Failure of submission of any of the document in Technical bid will make the bid rejected as non responsive. NIH will have the option to treat some documents as mandatory /optional in the benefit of the Institute i.e NIH.

***Note: Technical Bid with loose or unlabelled papers will be summarily rejected.***

## **6. Financial Bid**

The Financial bid should be according to the format given in the Tender Document. It should be ensured that no required value against an item is missed. If the bidder does not want to charge for an item, the value must be filled as ZERO. All totals should be correct. The financial bid should contain following:

- (a) Covering Letter from the Bidder duly signed.
- (b) Unit rate of Maintenance charges on yearly basis against the machines as indicated in Chapter - 5.
- (c) GST, if any must be indicated.
- (d) Total bid amount in terms of INR for a year covering all the machinery as indicated in the Chapter -5.
- (e) The Financial Bid shall be opened only for the technically short-listed vendors on specified date and time at the Office of Purchase Officer, NIH, Roorkee. One representative from the company may be present, if they desire so, at the opening of the Financial Bid.
- (f) **NIH will select the vendor on the basis of overall lowest bid quoted by technically short-listed**

**bidder.** The decision of the Director, NIH, arrived at as above, shall be final and representation of any kind shall not be entertained on the above. Any attempt by any vendor to bring pressure of any kind may disqualify the vendor for the present tender and the vendor may be liable to be debarred from bidding for the NIH tenders in future for a period of three years.

- (g) NIH shall have no obligation to convey reason for rejection of any bid. It shall be open for NIH to reject even the lowest bidder, in the interest of the Institute and no reason need to be given thereof.

## 7. Clarification of Bids

To assist in the examination, evaluation and comparison of bids the NIH may, at its discretion, ask the Bidder(s) for clarification(s) of the bid. The request for clarification and the response shall be in writing.

## 8. Effect and Validity of Offer

- (a) The submission of any offer connected with these specifications and documents shall constitute an agreement that the tenderer shall have no cause of action or claim, against NIH for rejection of his offer. NIH reserves the right to reject or accept any offer or offers at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against the maintenance service.
- (b) The offer shall be kept valid for acceptance for a minimum period of **90** (ninety) calendar days from the date of opening of Financial Bid.
- (c) The offer shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by NIH to the tenderer. While the offer is under consideration, if necessary, NIH may obtain clarification on the offer by requesting for such information from any or all the tenderers either in writing or through personal contacts as may be considered necessary. Tenderer shall not be permitted to change the substance of their offer, after the offer has been opened.
- (d) NIH shall not be responsible for any delay in submission of the tender bids. The offer submitted by the bidder through *telex/telegram/fax or e-mail would not be considered* as a valid offer. No further correspondence will be entertained in this matter
- (e) In the event, the vendor's company or concerned division of the company is taken over by another company, all the obligation under the agreement with NIH shall be passed on to the new company/division for compliance by the new company on the negotiations. The Registration number of the firm along with GST Registration/TIN/PAN number allotted by the Sales Tax authorities shall invariably be given in the tender.
- (f) In the case of tenderers whose tenders are not considered for placing order, the earnest money deposit shall be refunded without any interest within one month of the decision. In the case of tenderers whose tender are accepted for placing the order, tenderers shall give Security Deposit equivalent to 10%(ten percent)) of the value of the annual contract as security deposit/performance guarantee, which will be valid for the entire period of the contract plus two months.
- (g) In case it comes to the notice of NIH that the market rates have come down from the time when rates were finalized in the rate contract/order or there is a need for re-asking the offer based on

market trends, NIH, may ask the technically short-listed vendors to re-quote the maintenance cost and the vendor shall be selected on the basis of procedure given earlier. The time difference between such re-quotes shall be minimum 3 month except in case of the Union Government budget.

**NIH reserves the right to award the contract to any of the bidders irrespective of not being lowest, taking into consideration the interest of NIH and in this respect, decision of Director, NIH shall be final.**

## **9. Tender Opening and Selection of Service Provider**

Only the 'Technical Bids' part will be opened at the notified location on **07.05.2018 at 3:30 p.m.** in the presence of bidders or their representatives, who wish to be present. Technical bids will be evaluated and after technical evaluation of the offer received, the financial bids of only those vendors who are found technically suitable, shall be opened. Only technically qualified bidder will be informed by post/fax/phone/email about the opening of the Financial Bid at appropriate time.

Bidders will be selected by the following steps given as under:

- (a)** Short-listing of eligible vendors satisfying the technical qualification requirements laid in this Tender document.
- (b)** Selection of bidder as the Service Provider who offers the lowest price and meets the commercial qualification requirements from the technically qualified short listed vendors.

Vendors will be short listed by a duly constituted Tender Evaluations Committee (TEC). If considered necessary, TEC will visit and inspect the infrastructure for service-providing-facilities of the vendor. The TEC may examine strength of the service support in terms of qualified engineers, spare parts stock, repair facilities, quality data and MIS at vendor's place. The short-listed vendors may be called for detailed discussion at a specified date, time and venue if needed, by the TEC.

## **10. Acceptance of offer**

The tender shall be processed as per standard procedure. NIH, however, reserves the right to reject any tender without disclosing any reason. NIH would not be under obligation to give any clarifications to those vendors whose tenders have been rejected.

## **11. Signing of Agreement**

The successful bidder(s) shall execute an AMC Agreement as per the format prescribed by NIH based on this Tender Document and agreed Terms and Conditions. After the expiry of agreement, NIH, **based on the performance of the services offered and on its sole discretion, may offer the successful bidder to extend the AMC contract for another one-year period.**

**1. Performance Guarantee Bond & Security Deposit**

- (a) After an 'Acceptance of tender' is issued by NIH, the successful bidder shall be required to submit a Performance Guarantee Bond & Security Deposit of 10% of annual contract value (BG) from a nationalized/commercial bank. This will be done within 15 days from the receipt of the acceptance of the award of contract. Performance Security shall remain with NIH for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation. No interest shall be paid on the Security Deposit amount.
- (b) If the vendor, having been called upon by NIH to furnish Performance Guarantee Bond, fails to furnish the same, it shall be lawful for NIH to recover the amount of the bond from the vendor by deducting the amount from EMD or any pending bill of the vendor under any contract with NIH or the Government or any person contracting through NIH or otherwise howsoever and cancel the contract and award the contract to another vendor at the risk and cost of the vendor.
- (c) On performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the vendor without any interest.

**2. Deployment of Engineers and Other Personnel**

- (a) The bidder shall depute one qualified, cultured, resident-engineer. In case of absence of an engineer, substitute shall be provided by the successful bidder on day-to-day basis. The successful bidder shall furnish names, designations, qualifications experience and mobile numbers of all deputed engineers. Deputed Engineers should be well experienced in maintenance of all types of network cabling, Software such as Windows, Linux and Anti Virus, and TCP/IP networking. The engineers must report every day at 9:00 a.m. to the IT Help Desk, Computer Centre and mark attendance. The engineers shall be changed by the company only after prior approval of the In charge, , Computer Centre during maintenance period. The engineers may be assigned duties depending on the requirements.

**3. Delivery of Services**

- (a) The vendor shall, as may be required by NIH, deliver/provide the services at the NIH Headquarters, Roorkee.
- (b) The vendor will ensure maintaining services by deputing an engineer in NIH (preferably one engineer-expert in LAN//Networking hardware) with sufficient spare parts of networking equipment. The maintenance call should be attended along with solution/standby on the same day at NIH Headquarters. The vendor will have to do preventive maintenance of Network Switches etc. at least once in each quarter. Reports to this effect will be submitted by the vender to the In charge, Computer Centre in each quarter.
- (c) Engineer will also be required to provide networking services for events like conferences, presentation etc organized by NIH.
- (d) The vendor will collect faulty equipment from the site and deliver/install the rectified equipment on site.

- (e) The engineers will submit weekly report on their activities towards AMC to their office with a copy to office of Head, Computer Centre, NIH Roorkee. This will be mandatory for processing of bills.
- (f) During the contract period vendor will maintain recommended spare part at NIH headquarters for all the networking equipment Interface cards, switches, other network equipment if applicable, so as to provide spares on demand for keeping machines and network service up. **A penalty of Rs. 2,000/- per day or part thereof will be levied for non-maintenance of spare parts in NIH premises as given. The list of spare parts to be maintained is given below (OEM make provided in Chapter 5; consumable items may be provided by NIH)**
1. Switches (Min. One each for every 05 Switches/Hub and one for the core switch) (same or higher model )
  2. Networking cable 300 meter (UTP)
  3. I/O Port 5 Nos CAT 5e/6
  4. RJ45 connector 50 No.
  5. SC and ST connector 5 Nos
  6. OFC patch chords 5 Nos ( 1 of SM SC-SC,  
2 of SM SC- ST  
2 of MM SC-ST)

Apart from above, the maintenance engineer must be well equipped with Maintenance Kit comprising of screw driver set, crimping tool, LAN tester, power cable, LAN and Brushes etc.

- (g) In case the equipment is down continuously for duration more than as given in annexure IV because of faulty parts in a system, vendor shall have to replace the faulty system by another working system having similar or higher configuration without any further cost to NIH. If however, replacement is not done by the vendor then the penalty will levied as per Chapter 4, Clause 4 unless genuine and convincing reason is submitted to the Head, Computer Centre, NIH, Roorkee . In case resident engineer does not attend complaints at site for more than 7 (seven) days continuously, the contract between NIH and the vendor may be considered as breached and the AMC may be considered by NIH to be awarded to next lowest bidder.

#### 4. Call attendance and Penalty

The company has to rectify the call within 9 hrs of the call placement and provide the service solution to keep the systems up. Machine will be considered as satisfactory operational if all parts of the machine are in working condition.

The company will provide replacement of machine of same or higher configuration when machine is not working for duration as given in annexure IV. If the machine has not been made functional for more than 3 (three) days then 100% of the AMC charges for the machine would be deducted as penalty. User of the machines will have the sole authority to certify such cases wherever applicable. Penalty charges will be as follows:-

##### (a) Period & Penalty Charges for Active and Passive Networking Equipment

|                     |   |
|---------------------|---|
| 9 hours to 24 hours | 25% of the AMC cost of the equipment for the quarter  |
| 24 Hours to 3 days  | 80% of the AMC cost of the equipment for the quarter  |
| Above 3 Days        | 100% of the AMC cost of the equipment for the quarter |

- (b) Penalty for **absence of Engineers @ Rs. 500/- per day** will be deducted from the quarterly bill submitted by the vendor.

(c) Penalty @ of Rs. 2000/- per day will be deducted for **non-maintenance of proper spare parts** as given in clause 3(g) 'Delivery of Services' in Chapter 4 of the Tender Document. In case of complete system failure, penalty @Rs. 4000/- per day shall be deducted after two hours of call placement and failure to get the network up and the problem rectified.

## **5. Payment of AMC Charges**

No part of the contract price shall become due or payable until the vendor has delivered and provided service to the complete satisfaction of NIH. Payment for the contract will be processed on quarterly basis only after receiving bill from the service provider attached with performance report for the quarter from Officer-in-Charge, Computer Centre, NIH Roorkee. Processing will be effective after the expiry of said period as per the rates quoted in commercial terms and (agreed mutually) on the basis of **actual working machines**. Review of such cases of addition/deletion of items/equipments listed in the tender documents will be on the basis of mutual agreement and **decision of NIH will be final**. The payment is subject to necessary deduction towards penalty for downtime of machines as Clause 4 for 'Call attendance and Penalty' in Chapter 4 in the Tender Document. A pre-receipted bill shall be submitted in duplicate to the office of Head, computer centre, NIH. The Bill must accompany the 'Performance Report', as above.

## **6. Freight and Taxes**

The prices should be inclusive of all taxes, freight etc if applicable. Octroi Duty/WCT if any, shall be borne by the vendor.

## **7. Extension of AMC Period**

The AMC can be further extended on mutual agreement for another year or part thereof on pro-rata charges basis on satisfactory performance. No supplementary agreement is necessary for this. A formal letter from the Institute to this effect & acceptance from agency shall suffice.

## **8. Termination of Agreement**

The NIH may terminate the agreement by giving a written one-month advance notice to the Service Provider, without compensation to the Service Provider and/or other suitable action, if :

- (a) The Service Provider becomes bankrupt or is otherwise declared insolvent;
- (b) The Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.
- (c) The quality of services rendered to NIH gets degraded and/or not up to satisfaction of NIH.
- (d) If at any stage, it is found that the parts supplied by the maintaining agency are duplicate or of inferior quality, the AMC may be summarily terminated and the Bank Guarantee may be revoked and NIH may take any other suitable action.
- (e) The Service Provider may request for termination of agreement by giving three-month Advance notice to NIH.

## **9. Travel Expense**

No travel expense will be borne by NIH. The company is bound to provide these services at NIH

Headquarters, Roorkee.

#### 10. Other Terms and Conditions

- Over-writing in the bid, if any, should be supported by signatures. Illegible writing may lead to rejection of bids
- The tenderer must ensure that the conditions laid down for submission of offers detailed in the bid document are completely and correctly fulfilled. Tenders, which are not complete in all respect as stipulated above, may be summarily rejected.
- **It will be imperative on each tenderer to fully acquaint him of the entire local conditions and factors which would have effect on the performance of the contract and cost. NIH shall not entertain any request for clarification from the tenderer regarding local conditions. No request for the enhancement in price shall be entertained after the bidder has accepted the offer**
- In the evaluation and comparison of bids, NIH reserves the right to reject any or all tenders.
- **NIH reserves the right to increase/decrease the quantity of items as mentioned in this tender document at the time of award of work or at a later stage.**
- NIH shall not be responsible for any delay, loss or non-receipt of tender documents or any other related document sent by post.
- All disputes, if arise during the contract period shall be shall at once instance be mutually discussed in order to resolve the same, failing which regular Courts at Roorkee only will be have jurisdiction to adjudicate upon the matter.
- The NIH may offer one-time orientation program to the deputed engineer to introduce him/her to the Institute LAN, Antivirus system .
- **Items presently under maintenance/warranty with other agencies may also be included at the same unit rate on pro rata charges basis for the remaining AMC period when the Warranty/AMC is over with the existing agency. For this the selected bidder may need to depute additional engineer as agreed to.**
- The maintenance shall be done in the Institute premises. However, if it becomes necessary to take out the faulty equipment to the workshop a Gate pass for shifting of equipment should be obtained by the IT Help Desk from In charge, Computer Centre, NIH Roorkee
- In case the repair of equipment takes more than 9-hours standby equipment should be made available to the user concerned.
- **In case, replacement of part become necessary, the part of the same make and the same (minimum) configuration as in the original hardware shall be used. A document containing details of all such replacements is to be maintained separately.**
- The maintaining agency shall provide, at its cost, complete required tool kit and accessories for maintaining hardware, software and passive network to deputed engineers.
- The NIH reserves the right to depute a third party to audit the replacements made in the equipment under AMC or take any other such action as it may deem fit necessary to evaluate and control the quality of services rendered by the selected bidder.
- No transportation charges will be payable to the maintenance agency for site visits carried out by agency personnel in the course of carrying out maintenance work.



- The consumable items may be procured by NIH independently and will be issued to the identified bidder for carrying out various work under AMC.
- The NIH, if deems necessary, may evaluate the infrastructure availability and suitability of the bidder through inspections to be carried out by a team to be deputed by NIH.

**11. Checklist /Index for Technical Bid**

An indicative index for Technical bid Check List has been included at the end of document. This has been designed to help the tenderer in submitting complete offer. The tenderes must fill this Check List and submit with the Technical Bid along with their offer in their own interest. An incomplete offer is liable to be rejected.

**12. Safety Measures**

- (a) The Vendor shall take all precautionary measures in order to ensure the safety of their personnel (his representative, agent, workmen) working in the office while executing the work.
- (b) The Vendor shall ensure that unauthorized careless or inadvertent operation of installed equipment, which may result in accident to their staff and /or damage to the equipment does not occur.
- (c) The vendor shall assume all liability for and give to NIH the complete indemnity against all actions, suits, claims, demands cost charges or expenses arising out of and in connection with any accident, death or injury, sustained by any of their person or persons within the office premises and any loss or damage to NIH' property sustained due to the act or omissions of the vendor irrespective of whether such liability arises under the workmen compensation act or any other statute in force from time to time.

**13. Settlement of Dispute and Jurisdiction.**

In case of any dispute, the decision of Director, NIH (or his nominee, not below the rank of Scientist 'G') will be final and binding on both the parties.

**CHAPTER-5: LIST OF HARDWARE ITEMS TO BE MAINTAINED UNDER AMC AND ONE RESIDENT ENGINEER**

| <b>A.</b> | <b>Active Items</b>                                  | <b>Qty</b> |
|-----------|--|------------|
| 1.        | L3 switches WS-C3750X-24P-S                          | 01         |
| 2.        | L2 switches WS-C2960S-24PD-L                         | 02         |
| 3.        | L2 switches WS-C2960S-24PS-L                         | 07         |
| 4.        | L2 switches WS-C2960S-24TS-L                         | 10         |
| 5.        | Wi-Fi AP541N-N-K9                                    | 10         |
| 6.        | Operation & Management of Watch Guard System XTM 810 | 01         |
| 7.        | For software controlling CWLMS-4.0-100-K9            | 01         |
| 8.        | Cisco Router 3900                                    | 01         |
| 9.        | Cisco Router 1900                                    | 01         |
| 10.       | D-Link Switches 24-P                                 | 05         |
| 11.       | D-Link Switches 16-P                                 | 04         |
| 12.       | D-Link Switches 08-P                                 | 07         |
| 13.       | D-Link Switches 05-P                                 | 10         |
| 14.       | D-Link Wifi  | 13         |
| 15.       | Maintenance of captive ports                         | 01         |
| 16.       | Maintain Network Management System                   | 01         |

| <b>B.</b> | <b>Structured Cabling Passive Components *</b>   | <b>OEM Make</b>                                | <b>Quantity</b> |
|-----------|--|--|-----------------|
| 1         | CAT6 Cable with RJ-45 connectors   | AMP 6 1427200-x                                | -               |
| 2         | 24 Port Jack Panels (Cat6)   | AMP 1375014-2                                  | 19 piece        |
| 3         | Mounting Cord min. 4ft (Cat6)  | AMP 1859247-4                                  | 358 piece       |
| 4         | Mounting Cord min. 7ft (Cat6)  | AMP 1859246-7                                  | 358 piece       |
| 5         | I/O (One Port Face Plate, Cat6 I/O and OEM/Non-OEM Gang Box)   | AMP 1375055-x (I/O), Amp 235001-1 (Face Plate) | 358 piece       |
| 6         | 6 Core MM OFC (6-core Outside Plant Cable - Corrugated Steel tape Armored, Loose-tube, Gel-filled, 50/125 micron OM3 MM) | AMP 2121106-3                                  | 720 meter       |
| 7         | Fiber Optic LIU for 12 fibers with SC/ST Pigtails, Splice Trays & Splice Protectors (Fully Loaded)                       | AMP CK5662-000                                 | 5 piece         |
| 8         | SC/ST-LC/SC Patch Cords MM   | AMP 6536509-3                                  | 16              |
| 9         | 6 port adapter plates loaded with MM Couplers  | AMP 559516-1                                   | 10              |
| 10        | SC Type MM Connectors  | AMP 1-5503948-1                                | 60              |
| <b>C.</b> | <b>Passive Enclosures - Racks</b>  |  |                 |
| 1         | 12U Rack with standard accessories   | APW President                                  | 07              |

\*The consumable items in the passive items list may be procured by NIH independently and will be issued to the identified bidder for carrying out various works under AMC.

**AGREEMENT BETWEEN NATIONAL INSTITUTE OF HYDROLOGY, ROORKEE AND M/s--  
----- PVT LTD.**

This agreement made on this day----- between the National Institute of Hydrology (NIH), Roorkee (hereinafter referred to as the “Institute”) and represented by the Purchase Officer, National Institute of Hydrology, Roorkee of one part and -----of the other parts.

Whereas the M/s----- engaged in the business of repair and maintenance of computers, printers, network equipments etc.

And Whereas the NIH is desirous of availing the service of M/s ----- for comprehensive maintenance of Network Equipments and N/W setup in NIH Roorkee.

Now it is hereby agreed by and between the parties here to as follows.

M/s ----- shall maintain the equipment as specified in **Chapter 5 ‘List of Hardware’** of Tender Document which are part of this Agreement on terms and conditions hereafter mentioned.

**1. PERFORMANCE GUARANTEE BOND**

**(a)** After an acceptance of tender is issued by NIH, the vendor shall furnish a Performance Guarantee Bond & Security Deposit of 10% of the annual contract value. This will be done within 15 days from the receipt of the acceptance of the Tender by NIH by way of Bank Draft. This will be submitted along with the acceptance of the award of contract. Performance Security shall remain with NIH for period of sixty day beyond the date of completion of all contractual obligations of the supplier including warranty obligation. No interest shall be paid on the Security Deposit amount.

**(b)** If the vendor having been called upon by NIH to furnish Performance Guarantee Bond fails to furnish the same it shall be lawful for NIH to recover the amount of the bond from the vendor by deducting the amount from EMD or any pending bill of the vendor under any contract with NIH or the Government of any person contracting through NIH or otherwise howsoever and cancel the contract and award the contract to another vendor at the risk and cost of the vendor.

**(c)** On performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the vendor without any interest.

**2. TERMS OF AGREEMENT**

The agreement shall remain in force initially for two years on annual basis starting from----- for Headquarter at Roorkee. It may be renewed for further period of one year on mutual consent. It shall be open to either of the party to terminate this agreement at any time by giving three months notice to the other party, in writing except in the event of failure of the contractor to comply with the other terms and conditions in which event the agreement shall be terminated without giving any notice and the decision of the NIH in this regard shall final and binding upon M/S ----- . At any time computer peripherals and network equipments may be added in / deleted from the AMC, as already agreed to in tender- rate. For those not covered under AMC, such additions any take place with mutual agreement between Institute and Service provider (The vendor).

**3. MAINTENANCE HOURS**

The vendor awarded the contract for AMC, will have to provide maintenance service from 9:00 a.m. to 6:00 p.m. (Monday to Friday) and also on Saturday, Sunday and other holidays if required, to keep the machines in good working order. If required the vendor shall give support beyond the office hours i.e. beyond 9:00 a.m. to 6:00 p.m. without any additional cost to NIH. The service consists of preventive and corrective maintenance and functioning of 450 networking nodes and other networking equipments by carrying out the necessary repairs, replacement and fitting of such parts.

#### **4. PAYMENT FOR AMC**

Payment for the contract will be made on quarterly basis and after the expiry of said period. The performance certificate from In-charge, Computer Centre, NIH and weekly report as submitted earlier ( for the period ) to office of Head, Computer Centre, NIH must be attached with the bill at the time of submission of the said bill.

#### **5. TERMINATION OF AGREEMENT**

The NIH may terminate the agreement by giving a written one-month advance notice to the Service Provider, without compensation to the Service Provider and/or other suitable action, if :

- (a) The Service Provider becomes bankrupt or is otherwise declared insolvent.
- (b) The Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.
- (c) The quality of services rendered to NIH gets degraded.
- (d) If at any stage, it is found that the parts supplied by the maintaining agency are duplicate or of inferior quality, the AMC may be summarily terminated and the Bank Guarantee may be revoked and NIH may take any other suitable action.
- (e) The Service Provider may request for termination of agreement by giving three-month Advance notice to NIH.

#### **6. TRAVEL EXPENSES**

No travel expenses will be borne by NIH. The company is bound to provide these services within NIH Campus at NIH Roorkee

#### **7. COMPREHENSIVE MAINTENANCE**

Comprehensive Maintenance Service will cover:-

##### **Corrective Maintenance**

Any complete system failure shall be attended to promptly by the company's specialists within 02 hrs depending upon the nature and complexity of the faulty machine. Failure shall be rectified with least possible delay offered by vendor as per annexure IV (Quality of Service offered)

##### **Replacement of parts**

The company has to provide for repairs/ replacement of defective parts of various networking parts (active and passive) within the maintenance charge at short notice irrespective of any cost .

- The firm would maintain sufficient spares for proper upkeep of machines and functioning of entire network at NIH. It must cover all such vital components required for entire job.
- The Company shall ensure the functioning of entire network at NIH Roorkee which has about 450 nodes with internet and entire intranet facilities. It has web Server, external DNS, IAS Server for publishing, Squid Linux proxy.

- Maintenance of Entire network and Active, Passive equipments:- the company has to maintain the functioning of entire campus network comprising of 450 nodes at HQ Roorkee. Extension of existing network by (app.) 100 networking nodes in a year along with conduit as per standard (ISO) comprising of four bundle of CAT 6 UTP cable and all passive items including I/Os, face plate, conduits/ channel clamps, connector are to be provided by the company. Splicing of fiber cable using suitable connectors and proper shielding of spliced cables in jointer box will be done by the company in case of breakdown of fiber cable, in any part of the campus.

## 8. CALL ATTENDANCE AND PENALTY

The company has to rectify the call within 9 hrs of the call placement and provide the service solution to keep the systems up. Machine will be considered as satisfactory operational if all parts of the machine are in working condition.

The company will provide replacement of machine of same or higher configuration when machine is not working for duration as given in annexure IV. If the machine has not been made functional for more than 3 (three) days then 100% of the AMC charges for the machine would be deducted as penalty. User of the machines will have the sole authority to certify such cases wherever applicable. Penalty charges will be as follows:-

### (a) Period & Penalty Charges for Active and Passive Networking Equipment

|                     |   |
|---------------------|---|
| 9 Hours to 24 hours | 25% of the AMC cost of the equipment for the quarter  |
| 24 Hours to 3 days  | 80% of the AMC cost of the equipment for the quarter  |
| Above 3 Days        | 100% of the AMC cost of the equipment for the quarter |

(b) Penalty for **absence of Engineers** @Rs. 500/- per day will be deducted from the quarterly bill submitted by the vendor.

(c) Penalty @ of Rs. 2000/- per day will be deducted for **non-maintenance of proper spare parts** as given in clause 3(g) 'Delivery of Services' in Chapter 4 of the Tender Document. In case of complete system failure, penalty @Rs. 4000/- per day shall be deducted after two hours of call placement and failure to get the network up and the problem rectified.

## 9. ADDITIONAL CLAUSES

A) An event of default shall mean and include service provider's failure to discharge any obligations undertaken in this agreement or a short-coming in the quality and or standard of the services in the opinion of Institute officials.

B) That whenever an event of default occurs, NIH shall serve a written notice on service provider or communicate through the Complaint register bringing to his notice the event of - network failure or shortcoming and service provider shall restore the services and in case services are not restored and /or the shortcoming is not removed within 30 days the NIH apart from recovering the penalties shall also have a right to immediately terminate this agreement and forfeit the Bank Guarantee without prior written consent of the other party. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or negligent act or omission of either of the party hereto or any of their or its employees and such obligations shall survive the termination of this agreement.

## 10. INDEMNITIES

M/s ----- Pvt. Ltd/ contractor has agreed to bear the responsibility for any claims, demands, persecution, or actions against the NIH arising out of this agreement and as a result of any action or omission by M/s -----Pvt Ltd. or any of its employees or in case of any legal action by any person employed by M/s----- Pvt. Ltd. under this agreement and has undertaken to keep the NIH indemnified against all losses and damages suffered, including expenses incurred by the NIH defending the claim(inclusive of legal expenses)as a result of any such claim, demands, proceedings, prosecutions or actions. The parties have agreed that this provision shall survive termination of this agreement and M/s ----- Pvt. Ltd has agreed to clear the amounts claimed by the NIH under this clause within 15(fifteen) days the date when the demand is made.

## **11. REPRESENTATIONS AND WARRANTIES**

The parties hereby present and warrant to each other that;

- (i) It has the power and authority to sign this agreement, perform and comply with its duties and obligation this agreement.
- (ii) This agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- (iii) That the execution, delivery and performance of this agreement have been duly authorized by all requisite action and will not constitute avocation of
  - (a) any statute, judgment, order, decree or regulation of any court, government instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or
  - (b) any other documents or the best of its knowledge any indenture, contract or agreement to which is a party or by which it may be bound
- (iv) There are no actions, suite or proceeding pending against it before any court governmental instrumentality or arbitral tribunal that restrain it from performing its duties and obligations under this agreement and
- (v) No representation or warranty made herein contain any untrue statement.

## **12. CONFIDENTIALITY**

Parties undertake to treat this Agreement and each of terms as confidential. Neither party shall disclose to any third party the existence or the terms of this agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of their or its employees and such obligations survive the termination of this Agreement.

## **13. SEVERABILITY**

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this Agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this Agreement shall remain in full force and effect, unless the valid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining Agreement. In such a case, the parties to this Agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

## **14. NOTICES**

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be written in English and shall be personally delivered, or transmitted by registered mail with postage full paid, or transmitted by facsimile (with postage prepaid) to the address specified below or to such other address as may, from time to time, be given by each party to the party in writing and in the manner herein before provided;

i) **Head, Computer Centre, National Institute of Hydrology, Roorkee**

ii) **M/s-----**  
-----  
-----

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back when transmitted by facsimile.

**15. DISPUTE RESOLUTION and JURISDICTION**

If any dispute difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the parties shall resolve them by resort to the following in the order so mentioned.

Parties shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties.

If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the dispute shall be referred to the sole arbitration of an arbitrator appointed by the Director of NIH or his nominee. The party having a grievance shall serve a written notice by registered acknowledgement due post, on the order party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on the Director, NIH requesting him to appoint an arbitrator.

The arbitrator proceedings shall be held in accordance with the provisions of Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof venue of arbitration shall be Roorkee and both the parties to this agreement shall bear the cost of arbitration equally.

Parties agree that neither party shall have a right to commence or maintain any suit or Legal proceeding concerning any dispute arising out of this Agreement or out of the breach, termination or in validity or the Agreement until the dispute has been determined in accordance with the arbitration procedure agreed herein. The parties further agree that the award shall be final and binding on the parties to this Agreement.

**16. MATTERS NOT PROVIDED IN THE AGREEMENT**

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

**17. ASSIGNMENT/ AMENDMENT**

M/s----- shall have no right to assign its obligations under this Agreement without a written approval and permission from the Institute to any other firm or company. Further no amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective dully authorized representatives of each of the parties hereto.

**18. HEADINGS**

The headings used in this Agreement are inserted for convenience reference only and shall not effect the interpretation of the respective clauses and paragraphs of this Agreement.

**19. SURVIVAL OF RIGHT AND OBLIGATION**

Termination of this Agreement for any cause shall not release the Parties from any liabilities which at the

time of termination already accrued to such party of which thereafter may accrue of any act or omission prior such termination.

**20. NO PARTNERSHIP**

Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor constitute any party an agent of any other party for any purpose .

**21. THE AGREEMENT**

This document together with Chapter-5 ‘**List of Hardware**’ attached hereto signed by both parties shall constitute the entire binding agreement between ----- and the Institute.

**Signed on behalf of NIH**

**Signed on behalf M/s-----**

**Name.....**

**Name.....**

**Date**

**Date**

**Authorized Signature**

**Authorized Signature**



BID PROPOSAL SHEET/FORWARDING LETTER

Tenderer's Proposal Reference No. & Date:

Tenderer's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

E-Mail Id:

The Head  
Computer Centre,  
NIH, Roorkee

Subject: Annual Maintenance Contract of Campus Wide Network and Networking Equipment (Active & Passive items)

Dear Sir,

We, the undersigned Tenderers, having read and examined in detail the specifications and scope of the work as specified in the tender document and all other bidding documents in respect of **Annual Maintenance Contract of Campus Wide Network and Networking Equipment (Active & Passive items)** at National Institute of Hydrology, Roorkee do hereby propose to provide the maintenance services as in the bidding document.

PRICE AND VALIDITY

All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the date of opening of financial bids.

EARNEST MONEY

We have enclosed the required earnest money in the form of Bank Draft/Pay Order/ ----- Bank Guarantee in the Technical Bid. The details are as under:

Earnest Money Amount: Rs-----

DD/Pay Order No.

Date

Bank and Branch

DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Technical specifications and terms mentioned in the Tender document. No Technical deviation will be acceptable and any technical deviation is liable to the rejection of tender.

BID PRICING

We further declare that the prices stated in our proposal are in accordance with your Terms & Conditions in the bidding document. We further understand that the quantities as specified in this Tender may increase or decrease at the time of Award of Purchase Order or at a later stage as per the requirements of NIH.

**ALTERATION IN NUMBER OF ENGINEERS**

We understand that NIH may require an additional engineer at a later stage on the same rates and terms and consitions.

**QUALIFYING DATA**

We confirm that we satisfy the qualifying criteria and have attached the requisite documents as documentary proofs. In case you require any further information/documentary proof in this regard during evaluation of our bid, we agree to furnish the same in time to your satisfaction.

**CONTRACT PERFORMANCE SECURITY**

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Guarantee Bond in the form of Bank Guarantee for the amount of 10% of the total order value.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.

We understand that the NIH is not bound to accept the lowest or any bid that it may receive.

Thanking you,

Yours faithfully,

(Authorized Signatory)

Date:  
Place:  
Business Address:

Name:  
Designation:  
Seal

**COMPANY'S PROFILE**

|     |  |  |
|-----|--|--|
| 1.  | Name of the Registered Firm  |  |
| 2.  | Address  |  |
| 3.  | Telephone No.  |  |
|     | Mobile   |  |
|     | Fax:   |  |
|     | E-Mail   |  |
| 4.  | Type of Organization (whether sole proprietorship/<br>partnership/private limited or Cooperative body etc.) <i>Attached<br/>Documentary Proofs</i>                       |  |
| 5.  | Name of the Proprietor/ Partners/Directors of the<br>Organization/Firm   |  |
| 6.  | Service Tax No. :  |  |
| 7.  | TAN No:  |  |
| 8.  | <b>Work Experience</b><br>For providing AMC services as described in this document   |  |
| 9.  | Total no. of engineers working in the Organization   |  |
| 10. | <b>Details of Engineers:</b><br><u>Type</u> <u>Total No.</u> - <u>Graduates Dip. Holders</u> – <u>Experience in years</u><br>a. Hardware<br>b. Software<br>c. Networking |  |
| 11  | <b>Annual turnover of the Company in the last two years 2016-17 and 2017-18</b>  |  |

(Authorized Signatory)

Please provide the details of the Manpower proposed to be posted at NIH for rendering AMC services

| <b>Resource Type</b> | <b>Approx. No. of Resources Required</b> | <b>Qualification With Specialization</b> | <b>Minimum Experience</b> | <b>Mobile No.(if available, otherwise to be provided later)</b> | <b>Remarks</b> |
|----------------------|--|--|---------------------------|---|----------------|
| Resident Engineer    | One                                      |  |                           |   |                |
|                      |  |  |                           |   |                |

(Authorized Signatory)

**Quality of Service Offered, Based on the Manpower suggested in this Tender Document**

| Item | Service Time in which machine functionality restored |         | Time after which standby will be provided (in Hours) |         |
|------|--|---------|--|---------|
|      | Expected   | Offered | Expected   | Offered |
|      |  |         |  |         |
|      |  |         |  |         |
|      |  |         |  |         |
|      |  |         |  |         |
|      |  |         |  |         |
|      |  |         |  |         |
|      |  |         |  |         |

After expiry of ..... hours at the first level  
 After expiry of ..... hours at the second level

**Escalation Matrix**

**Level-2**

Contact Name Contact  
 Phone Contact E-Mail  
 When to contact

**Level-3**

Contact Name Contact  
 Phone Contact E-Mail  
 When to contact

(Authorized Signatory)

**Inventory of Standbys items/machines to be provided at IT Help Desk at Computer Centre, NIH**

| <b>Item with parts inventory</b>   | <b>Quantities Expected</b>   | <b>Quantities offered</b> |
|------------------------------------|--|---------------------------|
| All Networking Related Components  | Min. one for every component   |                           |
| For Passive networking maintenance | Min. as mentioned at S. Nos. 2 to 6 at <b>clause 3(f) of</b> Chapter 4   |                           |
| For Active networking equipment    | Min. one no. for every 5 switches (i.e. each set of switch configuration) and one core switch                                |                           |
| Passive networking                 | Passive networking items and accessories for addition of approx. 100 networking nodes and maintenance of 450 existing nodes. |                           |

**FINANCIAL BID**

**(AMC OF ACTIVE AND PASSIVE NETWORK)**

**A. Manpower Cost including Mobile phones, transportation etc. (excluding Hardware)**

| Resource Type  | Approx. No. of Resources | Amount/Per Month/Per Resource person (Rs.) | Taxes , if any (Rs.) | Total Amount/Per Month (Rs.) |
|--|--------------------------|--|----------------------|------------------------------|
| Resident Engineer                                    | 1                        |  |                      |                              |
| <b>Total Cost towards Man Power (Per Month)</b>      |                          |  |                      |                              |
| <b>Total Annual Cost towards Man Power (A) (Rs.)</b> |                          |  |                      |                              |

**B. Active and Passive Equipment Maintenance Cost**

| S. No. | Item   | Make            | Approx. Quantity     |                                       | Unit Rates (Rs.) | Taxes , if any (Rs.) | Total Amount (Rs.)   |                                       |
|--------|--|-----------------|----------------------|---------------------------------------|------------------|----------------------|----------------------|---------------------------------------|
|        |  |                 | 1 <sup>st</sup> year | 2 <sup>nd</sup> /3 <sup>rd</sup> year |                  |                      | 1 <sup>st</sup> year | 2 <sup>nd</sup> /3 <sup>rd</sup> year |
|        | <b>Items – 01 (Active)</b>                           |                 |                      |                                       |                  |                      |                      |                                       |
| 1      | L3 switches WS-C3750X-24P-S                          | Cisco           | 01                   |                                       |                  |                      |                      |                                       |
| 2      | L2 switches WS-C2960S-24PD-L                         | Cisco           | 02                   |                                       |                  |                      |                      |                                       |
| 3      | L2 switches WS-C2960S-24PS-L                         | Cisco           | 07                   |                                       |                  |                      |                      |                                       |
| 4      | L2 switches WS-C2960S-24TS-L                         | Cisco           | 10                   |                                       |                  |                      |                      |                                       |
| 5      | Wi-Fi AP541N-N-K9                                    | Cisco           | 10                   |                                       |                  |                      |                      |                                       |
| 6      | Operation & Management of Watch Guard System XTM 810 | Watch Guard     | 01                   |                                       |                  |                      |                      |                                       |
| 7      | For software controlling CWLMS-4.0-100-K9            |                 | 01                   |                                       |                  |                      |                      |                                       |
| 8      | Cisco Router 3900                                    | Cisco           | 01                   |                                       |                  |                      |                      |                                       |
| 9      | Cisco Router 1900                                    | Cisco           | 01                   |                                       |                  |                      |                      |                                       |
| 10     | D-Link Switches 24-P                                 | D-Link          | 05                   |                                       |                  |                      |                      |                                       |
| 11     | D-Link Switches 16-P                                 | D-Link          | 04                   |                                       |                  |                      |                      |                                       |
| 12     | D-Link Switches 08-P                                 | D-Link          | 07                   |                                       |                  |                      |                      |                                       |
| 13     | D-Link Switches 05-P                                 | D-Link          | 10                   |                                       |                  |                      |                      |                                       |
| 14     | D-Link Wifi  | D-Link          | 13                   |                                       |                  |                      |                      |                                       |
|        | <b>Items – 02 (Passive)</b>                          |                 |                      |                                       |                  |                      |                      |                                       |
| 1      | Cat6 Cable with RJ-45 connectors                     | AMP 6 1427200-x | -                    |                                       |                  |                      |                      |                                       |
| 2      | 24 Port Jack Panel (Cat6)                            | AMP 1375014-2   | 19 piece             |                                       |                  |                      |                      |                                       |
| 3      | Mounting Cord min 4ft (Cat6)                         | AMP 1859247-4   | 358 piece            |                                       |                  |                      |                      |                                       |
| 4      | Mounting Cord min 7ft                                | AMP             | 358                  |                                       |                  |                      |                      |                                       |

|    |   |  |              |  |  |  |  |  |
|----|---|--|--------------|--|--|--|--|--|
|    | (Cat6)  | 1859246-7  | piece        |  |  |  |  |  |
| 5  | I/O One Port Face Plate, Cat6 I/O and OEM/Non OEM Gang Box  | AMP<br>1375055-x<br>(I/O),<br>Amp<br>235001-1<br>(Face<br>Plate) | 358<br>piece |  |  |  |  |  |
| 6  | 6 Core MM OFC (6-Core Outside plant cable – corrugated Steel tape Armoured, Loose-Tube, Gel-Filled, 50/125 micron OM3 MM) | AMP<br>2121106-3   | 720<br>meter |  |  |  |  |  |
| 7  | Fibre Optical LIU for 12 fibres with SC/ST pigtails, Splice Trays & Splice Protectors (Fully Loaded)                      | AMP<br>CK5662-000  | 5 piece      |  |  |  |  |  |
| 8  | SC/ST-LC/SC Patch Cord MM   | AMP<br>6536509-3   | 16           |  |  |  |  |  |
| 9  | 6 Port Adapter plates loaded with MM couplers   | AMP<br>559516-1  | 10           |  |  |  |  |  |
| 10 | SC Type MM Connectors   | AMP 1-<br>5503948-1  | 60           |  |  |  |  |  |
| 11 | 12 U Rack with standard accessories   | APW<br>President   | 07           |  |  |  |  |  |

**Total Annual Cost towards maintenance (B):**

**Grand Total = A + B (Rs.)**



**Other Details (cost will not be included in arriving at L1)**

| S.No. | Items  | Approx. Quantity     |                                       | Unit Rates<br>(Rs.) | Total Amount<br>(Rs.) |                                       |
|-------|--|----------------------|---------------------------------------|---------------------|-----------------------|---------------------------------------|
|       |  | 1 <sup>st</sup> year | 2 <sup>nd</sup> /3 <sup>rd</sup> year |                     | 1 <sup>st</sup> year  | 2 <sup>nd</sup> /3 <sup>rd</sup> year |
| 2     | Provision for extension of existing network by approx. 100 networking nodes in year along with conduiting cable as per standard (ISO). Make of all passive items as per OEM make listed in Chapter 5 (payment as per actuals). | 100                  |                                       |                     |                       |                                       |
|       |  |                      |                                       |                     |                       |                                       |
|       |  |                      |                                       |                     |                       |                                       |

(Authorized Signatory)

### Check List/ Index for the Technical Bid

| S.No | Eligibility Condition   | Page No |
|------|---|---------|
| 1    | Forwarding letter duly signed by the authorized person (Annexure –I).   |         |
| 2    | DD/Pay Order towards earnest money.   |         |
| 3    | DD/Pay Order/Cash Receipt towards tender document fees.   |         |
| 4    | Company Profile as per format in Annexure – II  |         |
| 5    | Documentary evidences in respect of eligibility criteria. Each document should be labeled on the top right so as to indicate the eligibility criteria serial number.  |         |
| 5.1  | The bidder should be: ISO 9001/9002 certified company with at least 5-years experience in providing annual maintenance support networking with consistent good record in reputed organizations.   |         |
| 5.2  | The bidders must have successfully carried out the job of Comprehensive Annual Maintenance of Active, Passive network equipments of at least two reputed government organizations.  |         |
| 5.3  | The bidder should have maintained at least one network setup of minimum 1000 PCs and network equipments in a single institution under a single contract.  |         |
| 5.4  | The bidder should have executed minimum 2 similar projects of 7 lakh each in last 4 years in any Government Organization.   |         |
| 5.5  | The bidder should have the experience of providing satisfactory services for any or all of the following makes of switches. Cisco/Dlink range of networking equipments  |         |
| 5.6  | The bidder should have an Annual Turn Over of at least Rs. 4 crores for the past two years. This has to be substantiated by the Balance sheet of the Firm / Company for the relevant years and if break up of figures are not available in the Balance sheet, by a certificate from the CA firm who has audited the accounts of the Firm / Company. |         |
| 5.7  | The Bidder should have posted net profit in the last two financial years  |         |
| 5.8  | Bidder should have done AMC business of at least 50 lakh per annum in last 3 years .  |         |
| 5.9  | Bidder should have executed AMC contract for Cisco and Security Device like Watch Guard in at least 2 Government Organizations.   |         |
| 5.10 | The bidder should have at least one of its service centre located in Delhi/NCR  |         |
| 5.11 | letter from the Principal/OEM (in case of third party item) supporting the tenderer for the entire AMC period including the extended period as per clause 7 of chapter 4  |         |
| 5.12 | The bidder should not have been blacklisted on any account by any government organization   |         |
| 5.13 | The bidder should submit all documentary evidences in support of the eligibility criteria   |         |
| 6    | Compliance to all terms and conditions laid down in this Tender Document  |         |
| 7    | Compliance to the Scope of work laid down in this Tender Document   |         |
| 8.   | Details of the Manpower proposed to be posted at NIH for rendering AMC services (Annexure –III)   |         |
| 9.   | Quality of Service Offered (Annexure –IV)   |         |
| 10.  | Inventory of Standbys to be provided at IT Help Desk at I (Annexure –V)   |         |
| 11.  | Arrangements proposed by the bidder for ensuring replacements of parts with non-spurious items i.e. original equipment  |         |
| 12.  | Overview of Infrastructure availability with the company in context of this Tender  |         |
| 13.  | Any deviation to the scope of work or terms and conditions  |         |