

SERVICES ORDER

NEW DELHI MUNICIPAL COUNCIL

Bill To: Dir(IT)
ROOM NO-7008 SEVENTH FLOOR
PALIKA KENDRA SANSAD MARG
NEW DELHI, DL 110001 INDIA
01141501383

Ship To: IT STORE
ROOM NO- 2002 A SECOND FLOOR
PALIKA KENDRA SANSAD MARG
NEW DELHI, DL 110001 INDIA
01141501383

Requested By: BHAWANI SHANKER

Date: 15-MAR-2016

M/s. Corporate Infotech Pvt. Ltd
DGS&D Supplier
A-16, LGF
Jangpura Extension
NEW DELHI, DL 110014

PO NO. IT000131

PO Date: 16-MAR-2016

Page: 1 of 1

PO Desc Facility Management and AMC for IT infrastructure NDMC for a period of 1 year w.e.f 08-Mar-2016 to 07-Mar-2017 (Referencemail on dated 07-Mar-2016. Copy Enclosed).

Vendor No: IT00000053

Contact: Mr. Vikas Gupta

Phone No.: 9311962653

Due Date: 07-MAR-2017

Line Item	Item Code	Item Desc	UOP	Quantity	Unit Price ₹	Extended Price ₹
001		Total Equipment's AMC Cost	EA	1.00	3,688,000.00	3,688,000.00
002		Total Man Power Cost.	EA	1.00	3,612,220.00	3,612,220.00

Subtotal: ₹ 7,300,220.00

Contact Person For delivery of items :

Store Incharge
Information Technology Dept,
NDMC, Palika Kendra
Ph:41501354- 60 Ext. 2220

PO Total: ₹ 7,300,220.00

Tax Extra

Approved By:

Prepared By: Prog (IT)

Terms & Conditions enclosed (Doc ID -: IT0000000676)

MR. AMIN AHMED TAZIR
Director (IT)
New Delhi Municipal Council
Palika Kendra, New Delhi

Recd by
C/11/AS/GUPTA
17/3/2016

Zimbra

jd.it@ndmc.gov.in

Facility Management and AMC of IT infrastructure

From : A. W. Ansari <jd.it@ndmc.gov.in>

Mon, Mar 07, 2016 05:46 PM

Subject : Facility Management and AMC of IT infrastructure**To :** vikas@cipl.org.in**Cc :** vinod@cipl.org.in, Amin Ahmed. Tazir
<director.it@ndmc.gov.in>

Dear

kindly refer your bid regarding Facility Management and AMC of IT infrastructure, competent authority of NDMC has approved at their lowest quoted rate Rs. 7300220/- (Tax Extra) for said work. Now you are requested to processes for deployment of main power at the earliest. This mail may be treated as LOI. Formal work order issued within a 2-3 Days.

Thanking you

A.W.Ansari
Jt. Director (IT)

Major Scope of Facility Management

The major scope of Facility Management is given as under:-

- ✓ The facility management shall include onsite comprehensive AMC of IT infrastructure.
 - ✓ A help desk shall be established in the NDMC building for troubleshooting of the problems.
 - ✓ All the complaints shall be registered & monitored via web enabled software.
 - ✓ The manpower deployed will be experienced in the specific fields such as server management, software troubleshooting, and Data Centre management, Network Management, Database Management, and Preventative Maintenance etc.
 - ✓ "Reserve Spare Parts" should always be available with help desk.
 - ✓ The machines which are under warranty should be covered under scope of work for software support, data backup, data recovery and necessary liaison with OEMs.
 - ✓ The lease lines connectivity taken from various service providers such as MTNL, Tata Communications, Tulip etc. needs liaison with the service providers in case of any problem or break down.
 - ✓ The firm shall also provide assistance in case of replacement of the existing computers, printers, UPS etc. with new one.
 - ✓ The firm shall also provide spare parts required for the up-gradation of existing systems.
 - ✓ **Work management of Plasma, LCD, scanning, color, preparation of PPT Photocopy etc. installed in the office, including Laptop operation during different meetings**
- Desktop Support Services
 - Maintenance of Application Software
 - Network Management, including installation of anti-virus. Including up-dation in server and user level.
 - Trouble Shooting

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TERMS & CONDITIONS OF CONTRACT

1. SCOPE OF WORK

- i. The contractor will post at least Twenty Resident Engineers in NDMC building, Palika Kendra on six working days including general holidays as per NDMC's requirement. The manpower deployed in NDMC for facility management services should meet the following specifications:

Sr. No.	Category	Manpower deployed
1	Server Expert cum Team Leader	1
2	Network Admin	1
3	Resident Engineer (Network)	7
4	Resident Engineer (Desktop)	6
5	Resident Engineer (Printer)	2
6	Helpdesk	1
7	Cable Expert cum Helper	2
Total Manpower		20

➤ **Server Expert cum Team Leader**

- B.Tech/M.Tech/BE/MCA/MSc(IT) or equivalent, must have professional qualification of MCSE from recognized University.
- Should have at least 5 years' experience as System Admin, having experience in maintaining/ Configuring/ Installation/ commissioning of Proxy server, Domain controller, Exchange Server.
- He will look after the Email system administration, management MS Exchange server, MS windows server, Maintenance w.r.t. Internet security, anti-virus system etc., Server related troubleshooting, setting-up of web based Email System, total E-security system for NDMC IT infrastructure with up gradation of networks, maintenance and support for Servers, Desktop & all related Peripherals, in Palika Kendra & remote offices of NDMC, Preparation of Disaster Management plans etc.
- He will be responsible for coordinating with NDMC and FMS Company. All engineers of FMS will report to him.

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➤ **Network Admin**

- B.Tech/M.Tech/BE/MCA/MSc(IT) from recognized University or equivalent, must have professional qualification of CCNA from recognized Institution.
- Should have at least 5 years' experience as network admin having 5 years' experience in maintaining/Configuring/Installation/ commissioning of PIX, Core Switch, Layer 2 Switches, Routers, Switches (Managed/Unmanaged), Domain controller and more than 500 clients in LAN.
- He will look after the networking, management of networks/LANs/WANs, Maintenance, installation, configuration & up gradation of Network design, performance analysis of the networks, management of IP addresses and network monitoring & its setup and documentation, Network related troubleshooting, Preventive maintenance of all the networks and networking equipment of NDMC, up gradation of networks, maintenance and support for Network & all related Peripherals, Availability and management of Network/LAN Connectivity in Palika Kendra & remote offices of NDMC, Configuration of Networking Equipment for optimum throughput, monitor and upkeep the performance of LAN/Internet & Network connectivity, identify LAN/Internet faults and its rectification, Preparation of Disaster Management plans etc.
- He will also look after the maintenance/installation of I/O, patch cables, fiber cables, copper cables, LIU box etc., to install necessary software on machines, installations of new networking points or upgrades

➤ **Resident Engineer (Network)**

- Graduate in any stream with Diploma from recognized Institution in the relevant field . Should have at least 3 years' experience in the field of Network maintenance. Resident Engineers must be having 3 year of experience to look after the maintenance/installation/laying of network cables specially in the ducts of the NDMC's Building in the NDMC area and must ensure maintenance/installation of I/O, patch cables, fiber cables, copper cables, LIU box etc, to install necessary software on machines, installations of new networking points or

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upgrades. In case of installation of new networking points, the networking items will be provided by NDMC

➤ **Resident Engineer (Desktop)**

- Should be Graduate in any stream with Diploma from recognized Institution in the relevant field. Should have at least 3 years' experience in the field of Desktop maintenance. Resident Engineers must be having 3 years of experience to look after the maintenance/installation/troubleshooting of Desktops/Laptops/Projectors in NDMC's Building and remote offices of NDMC.

➤ **Resident Engineer (Printer)**

- Should be Diploma from recognized Institution in the relevant field
- He will also look after all type of Printers, Plotters, Line Matrix Printers, Scanners etc. with experience of component level repairing all the above mentioned peripherals.

➤ **Helpdesk engineer** – Graduate and two years of experience in handling the Helpdesk is required.

➤ **Cable Expert cum Helper**– Should have working knowledge of laying cables in ducts, racks, efficiently punch the LAN Cables, Testing the network lines etc.

➤ The Company has to provide the Bio-Data with relevant educational & experience certificates of all the Engineers appointed for the above work.

- ii. In case of the above engineer's non-availability, contractor will provide standby engineers arrangement. If not provided, deduction of amount will be as under:

Sr. No.	Category	Amount to be deducted in Rs./day
1	Server Expert cum Team Leader	2000
2	Network Admin	1500
3	Resident Engineer (Network)	1000
4	Resident Engineer (Desktop)	1000
5	Resident Engineer (Printer)	1000
6	Helpdesk	800
7	Cable Expert cum Helper	500

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- iii. The contractor will have to take Tendered Amount on comprehensive basis i.e. including hard disc, picture tube of monitor, printer heads, Batteries of UPS and all other components. It is the responsibility of the contractor to clean all the viruses from the systems during the Annual Maintenance Period. The contractor has to take care of all the machines mentioned above .If any parts/components become faulty/unserviceable, the contractor shall replace the same at his own cost. During AMC, NDMC will provide consumable items and the contractor has to replace it in the system.
- iv. Contractor shall provide the following services to keep the equipment in good working condition.

Schedules Preventive maintenance to be performed quarterly including:

- i) Checking output supply from CVT/UPS
- ii) Checking for proper earthing of power supply of racks and other equipment's.
- iii) Cleaning of printers.
- iv) Lubricating/oiling mechanical parts
- v) Checking and fixing up loose connections.
- vi) Checking LAN connections and connectivity.
- vii) Checking and identifying bad tracks in HDD.

Facility Management and Administration

The Facility Management operations shall include the following tasks –

- Configuration of server parameters, operating systems administration and tuning
- Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of upgrades including migration to higher versions and patches to ensure that the system is properly updated.
- Re-installation in the event of system crash/failures
- Maintenance of a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc.
- Event log analysis generated in all the sub systems including but not limited to servers, operating systems, databases, applications, security devices, messaging, etc.
- Ensuring that the logs are backed up and truncated at regular intervals

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- Periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measure
- Ensuring the upkeep of existing systems that would be reused and also incorporate necessary changes for new applications if any during the tenure of the contract
- Troubleshooting issues in the infrastructure, network and application to determine the areas where fixes are required and ensuring resolution of the same.
- Identification, diagnosis and resolution of problem areas pertaining to the Server farm infrastructure and application and maintenance of assured SLA levels.
- Implementation and maintenance of standard operating procedures for maintenance of the infrastructure.
- Management of the user names, roles and passwords of all the relevant Subsystems, including, but not limited to servers, applications, devices, etc.
- System administration activities shall include the following tasks but not limited to the following:
 - Configuring and apportioning storage space
 - Setting up of working e-mail accounts and mailing lists
 - Management and integration of databases
 - Implementing security on the Internet / Intranet
 - Setting up of firewalls and authorization systems
 - Performing periodic backup of data and automating reporting tasks
 - Executing hardware and software updates when necessary.

The Facility management activities shall also include the following configuration management processes to track IT assets –

- Providing Information on the IT infrastructure
 - ✓ To all other processes
 - ✓ IT Management
- Enabling control of the infrastructure by monitoring and maintaining information on
 - ✓ All the resources that need to deliver services

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- ✓ Status and history of Configuration Items (CI) or IT Assets and their relationship with other IT Assets

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Network Monitoring and Administration

Network Monitoring and administration activities shall include the following –

- Monitoring and administering the LAN up to the integration points with WAN.
- Creation and modification of LANs, assignment of ports to appropriate applications and segmentation of traffic.
- Coordination with vendor for break-fix maintenance of the LAN cabling.

Security administration activities shall include the following –

- Monitoring of various devices / tools such as firewall, intrusion detection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.
- Root domain administration by creating the root and sub-domains and setting the root level security policies such as authentication mechanisms (single/multi factor), password policies such as password length, password complexity, password expiry, account lockout policy, certificate policies, IPSEC policies etc.
- Periodic reviews of domain level rights and privileges.
- Maintenance of an updated knowledge base of all the published security vulnerabilities and virus threats for related software, including, but not limited to, operating systems, application servers, web servers, databases, security solutions, messaging solutions, etc.
- Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately.
- Responding to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to ensure that workaround / patch is made available for the same.

Backup and Restore

The backup and restore functions will comprise of the following activities –

- Backup of operating system, database and application as per stipulated policies at the Server Farm.

- Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by User Departments or in case of upgrades and configuration changes to the system.
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
- Media management including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets.
- Physical security of the media stored in cabinets.
- Ongoing support for file and volume restoration requests at the Server Farm.

Helpdesk and Server infrastructure monitoring team shall carry out the following-

- Log user calls related to Server Farm infrastructure and assignment of a call ID number.
- Assign severity level to each call
- Track each call to resolution
- Escalate the calls, to the appropriate levels, if necessary as per escalation matrix, which can be defined at the time of award of contract
- Escalate the call related to usage of application software to respective application owners
- Provide feedback to callers.
- Analyze the call statistics
- Creation of knowledge base on frequently asked questions to aid users.
- Continuous monitoring of the physical as well as the IT infrastructure at the Server farm to ensure availability as per agreed SLAs.
- Monitoring shall be done with the help of NMS and EMS monitoring tools and system logs/counters and therefore the reports and alerts can be auto generated.

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1 Role and Responsibility

- ❖ Unscheduled corrective & remedial maintenance to set right the malfunctions of the system by Resident Engineers/Service Engineers at Palika Kendra and NDMC's establishments at other places. This includes replacement of unserviceable parts and upkeep of Network including UTP & Fibre cabling, Jack Panels, I/O boxes, LIUs etc.
- ❖ The maintenance services would include all items like Hard Disc, Picture Tube and Printer Heads etc. except consumables like magnetic media cartridges, floppy diskettes, tape cartridges, cassettes, stationary items, ribbons, cartridges ink, toners.
- ❖ The contractor shall also ensure backup of data up to the extent possible in the case of hard disk crash or any other problem.
- ❖ The contractor shall not sub-contract or permit any third party other than the contractor personnel to perform any of the work, services or any other performance required of the on the contractor under this Agreement without the prior written consent of NDMC.
- ❖ The contractor shall provide Tools, Test Equipment, Gauges, Gadgets & Software to run diagnostics to their engineers at the NDMC site.
- ❖ All the defects has to be rectified within time bound manner as per defined in Service Label Agreement (SLA). Contractor has to provide stand by equipment/part otherwise penalty will be deducted from the quarterly payment as per penalty SLA.
- ❖ No charge will be payable for the movement of engineer from one location to another for attending the service calls.
- ❖ Weekly monitoring of complaints at NDMC / Submission of reports / Review with Deputy Director (IT)/AEE (IT) on monthly basis.

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- ❖ All the PCs and Peripherals should be surface cleaned atleast once in a month and quarterly report along with users signature shall be submitted at the end of the quarter.
- ❖ If contractor will not carry out the work under his scope of work for a longer period, then the same work will be got done on his risk & cost and the amount of the said repair will be deducted from the quarterly amount.
- ❖ The necessary operating software pertaining to the particular system and Microsoft Office (Word, Excel, PowerPoint, Access) etc. will be installed as and when required.

2. CARE OF THE EQUIPMENT

The NDMC shall give the contractor full access to the equipment to enable the contractor to provide maintenance services, make available to the contractor the services of the customer staff who are familiar with the programs run and provide suitable working space and facilities.

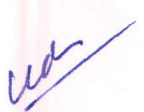
3. WORKING HOURS

The contractor will render maintenance service from 9:00 A.M. to 6:00 P.M. on all working days plus on general holidays as per NDMC's requirement, to keep the equipment in good working condition and order. The service consists of comprehensive, corrective and preventive maintenance and includes carrying out of necessary repairs to the installed equipment and also the loading and reloading of software if required. Two Resident Engineers needs to sit till 7.30 P.M. in the evening.

4. REPLACEMENT OF PARTS

In case of replacement of parts the contractor shall replace the component with original component of the same brand and equivalent functional capabilities. In case the same brand and quality is not available, the contractor shall have to submit a documentary proof procured from the representative of the manufacturer in this regard and only in such cases, the equivalent part/component replacement would be allowed.

Parts required for the maintenance of the equipment and/or corrections of faults will be supplied at no extra cost to NDMC. The replaced parts should be genuine. The Resident Engineers of contractor will not be allowed to carry away replaced parts of the all repaired machines out of NDMC. If required so permission should be obtained by Engineer of Dept. of IT of NDMC. Proper register must be maintained by the contractor for this purpose and submit for verification as and when required by Dept. of IT.



5. SPARE PARTS

The Contractor has to maintain an inventory of five sets of each components of each brand/Model like Hard Disc, Processor, RAM (SD/ DDR-1/ DDR-2), Motherboard, SMPS, Monitor, UPS, Printer, Scanner, Switch etc. and other items such as Key board (50 nos.), Mouse (50 nos.), Networking cable (5 box) , Patch cables (50 Nos.), RJ-45 Connector (500 Nos.) etc. for day to day maintenance at NDMC offices.

6. RELOCATION OF SYSTEMS

During the maintenance agreement in force, the contractor shall be responsible to install or relocate or move PCs or such other equipment as per advice of the NDMC at no additional cost.

7. MAINTENANCE OF RECORDS

- a) The contractor shall maintain history cards of equipment's indicating types of breakdown types of repairs carried out and spare parts used. This information shall be shown to authorized NDMC officials as and when required. Copies of this information shall be furnished to NDMC month-wise so that the status of equipment can be reviewed. This history card shall become the property of the NDMC as and when the contract is terminated.
- b) The contractor shall generate reports related to PIX, Routers, Switches etc. Uptime charts and usage, Statistics on Monthly basis and submit to AEE (IT) of NDMC.
- c) A complaint register will be maintained at site in which details of breakdown, time at which the breakdown took place and time taken to attend the call etc. will be indicated. This register shall form the basic document for the purpose of uptime and penalty calculation. This complaint information shall also be maintained on computer.
- d) Firm will provide help desk at 1st level to cater the calls of NDMC.
- e) The contractor shall ensure that on all such documents, endorsement of the customer is incorporated.
- f) The Resident Engineers are required to sign the attendance register both in morning & evening daily. Also the same is to be verified by the engineer incharge of NDMC fortnightly.

8. PAYMENT OF CHARGES

- The payment to the contractor for the Facility Management services shall be made in quarterly installments at the end of each

quarter after deducting the penalty amount, if any, on submission of pre- receipted bills in duplicate.

- The contractor shall pay wages to its Engineers through ECS within the time stipulated under the provisions of Minimum wages Act, Govt. of NCT of Delhi.
- The Engineers engages by the Contractor for providing the service to the NDMC shall at all times and for all purposes be the employee of the Contractor who shall solely be responsible for providing all fringe benefits to such employees viz. Wages, Bonus, Provident Fund, ESI, Gratuity etc. as per provisions of the law applicable under Minimum Wages Act, Govt. of NCT of Delhi for such purpose from time to time. The Contractor shall furnish a certificate to this effect every month, failing which the NDMC shall have the right to withhold the payment of professional charges and shall also have the right to examine and verify the original records of the Contractor to ensure the compliance of this Clause by the Contractor.
- That the Contractor shall provide additional personnel as and when required by the NDMC on the same rates, terms and conditions as mentioned in tender document.

9. Service Level Agreement

The selected vendor must ensure the services upto the mark according to the provisions contained in SLA.

Purpose of this Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by Supplier to Purchaser for the duration of this contract or until this SLA has been amended. The benefits of this SLA are:

- Trigger a process that applies NDMC and Supplier management attention to some aspect of performance only when that aspect drops below an agreed upon threshold, or target.
- Makes explicit the performance related expectations on performance required by the NDMC
- Assist the NDMC control levels and performance of services provided by Supplier
- This SLA is between Supplier and Purchaser.

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Duration of SLA

This Service level agreement would be valid for entire period of contract. This SLA may be reviewed and revised according to the procedures of SLA (SLA Change Control).

Service Level Agreements & Targets

This section is agreed to by NDMC Supplier as the key supplier performance indicator for this engagement. The following section reflects the measurements to be used to track and report systems performance on a regular basis. The targets shown in the following tables are for the period of contact or its revision whichever is later.

S.No	Service	Parameter	Service Label	Validation	Penalty
1	Helpdesk	Resolution of ticket logged as per the Severity definition chart	99%	Reports generated from the web based system	<p>i) 95%-99% calls resolved in specified time: 2% penalty on the monthly FMS charges</p> <p>ii) 90% - 95% calls resolved in specified time: 5% penalty on the monthly FMS charges</p>
2	Asset / Inventory Management	Provide monthly MIS Asset Inventory	95%	Report	0.2% of monthly FMS charges
		Provide monthly MIS on new requirements with procurement time	95%	Report	0.2% of monthly FMS charges
		Conduct Annual	100%	IT Department	0.5% of Yearly FMS



		Physical Asset verification		approval of Physical Asset Verification report	charges
3	LAN & local server administration	Resolution of ticket logged	99%	Reports generated from the web based system	2% of monthly FMS charges for every default
4	Network Monitoring & Management	SI to monitor the availability of the network link for 99% uptime. SI should measure link availability on a monthly basis.	99%	Downtime Reports Reports on the Network performance	Penalty of 2% per month will be deducted from the monthly FMS charges of that utility, if the reports are not Submitted by the SI.
		Data Centre Network Availability Minimum of 99.8% uptime measured on a monthly basis	99.8%	Report	□□2% of monthly FMS charges for less than 99.8% □□3% of monthly FMS charges for less than 98.0% □□5 % of monthly FMS charges for less than 95%
		Remote Offices	98%	Report	□□2% of monthly

		Minimum of 98% uptime measured on a monthly basis			FMS charges for less than 98% □□3% of monthly FMS charges for less than 97% □□5 % of monthly FMS charges for less than 95 %
5	Data Centre Operations	MIS reporting on physical and environmental conditions controls	95%	Report	0.2 % of monthly FMS charges
		MIS reporting of health checkup of all systems & modules installed	95%	Report	0.2 % of monthly FMS charges
6	Server Administration / Management	Rollout of patches (OS, infra level) on workstations and Servers after patch being approved on test environment	98%	Patch update report	0.5% of monthly FMS charges
		Uptime of app servers	99.8%	Report	□□2% of monthly FMS charges for less than 99.8% □□3% of monthly FMS charges for

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					less than 98% □□5 % of monthly FMS charges for less than 95%
		Uptime of utility servers except email	99.8%	Report	□□2% of monthly FMS charges for less than 99.8% □□3% of monthly FMS charges for less than 98% □□5 % of monthly FMS charges for less than 95%
7	Database Administration services	MIS report of database scheme, disk space, storage and user role	99%	Report	0.5% of monthly FMS charges
8	Backup/Restore	The Supplier should take backup as per the backup schedule defined by utility	99%	Report	If the negligence is found in monthly audit, the Bidder would be penalised a sum of Rs. 5,000/- per negligence.
		Utility would periodically (once a quarter on a random day) request	100%	Report	Rs 5000/- for every restore test failure

		the Supplier to restore the backup data			
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Uptime Calculation for the month:

$\{[(\text{Actual Uptime} + \text{Scheduled Downtime}) / \text{Total No. of Hours in a Month}] \times 100\}$

"Actual Uptime" means, of the Total Hours, the aggregate number of hours in any month during which each equipment, is actually available for use.

"Scheduled Downtime" means the aggregate number of hours in any month during which each equipment, is down during total Hours, due to preventive maintenance, scheduled maintenance, infrastructure problems or any other situation which is not attributable to Supplier's (or Service provider's) failure to exercise due care in performing Supplier's responsibilities.

The NDMC would provide a maximum of 04 hours of planned downtime for the preventive maintenance (as part of scheduled downtime) per month per equipment/service.

The downtime for scheduled maintenance (patch application, upgrades – OS, Database, etc.) would need to be mutually agreed between Utility and the Bidder. To reduce this time, various maintenance activities can be clubbed together with proper planning.

"Total Hours" means the total hours over the measurement period i.e. one month (24 * number of days in the month).

Downtime Calculation:

The recording of downtime shall commence at the time of registering the call with Supplier or Service Provider for any downtime situation for the equipment.

Downtime shall end when the problem is rectified and the application/service is available to the user.

Down time will not be considered for following:

1. Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).

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2. Failover time (30 minutes) in case of cluster environment. Beyond which the service would be considered to be not available and appropriate penalty shall be imposed on the Supplier.

3. Bug in any application which causes the non-availability of the service.

Severity definition chart and penalty is tabulated below for reference.

Support Category	Criteria	Resolution	Maximum Response Time	Penalty Applicable
Critical	The system is unable to be used for normal business activities. There is certainty of financial loss to NDMC	90 Minutes	15 Minutes	Rs.500/- per hour
Urgent	There is a problem with part of the system, which impacts on Purchaser's decision making. No viable workaround is available. There is a likelihood of financial loss.	4 Hours	1 Hour	Rs.450/- per hour
High	The efficiency of users is being impacted, but has a viable workaround.	6 hours	2 Hours	Rs.400/- per hour
Medium	A low impact problem that affects the efficiency of users but has a simple workaround.	12 Hours	8 Hours	Rs.400/- per hour
Low	A fault, which has no particular impact on processing of normal business activities.	One Week	8 Hours	Rs.400/- per hour

Note:

- The above mentioned penalty deductions are in addition to the clause no.1 point (ii) (Non-availability of Engineers) Scope of Work under Terms and Conditions.
- If the Firm does not complete the Preventive Maintenance, 2% of the quarterly FMS amount will be deducted for that quarter.
- If the firm fails to maintain the required site-stock, 5% of the quarterly FMS amount will be deducted for that quarter.

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10. CANCELLATION (VALIDITY OF AGREEMENT)

The contract period would be for one year initially and will be extendable upto three years on the performance basis. The agreement can be terminated during the period by NDMC by giving one-month prior written notice or at the end of that quarter of calendar year, whichever is later.

11. ARBITRATION

In the event of any question, dispute or difference arising between the NDMC and the contractor in connection to this contract (except in any matters the decisions of which has been expressly provided for in contract) the same will be referred to the Sole arbitrator appointed by the Chairperson, New Delhi Municipal Council, There will be no objection that the arbitrator is an officer of the Undertaking, that he had to deal with the matters which the contract relates or that in the course of his duties as an officer of the Undertaking he had expressed view on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract. The venue of arbitration shall be Delhi.

12. SUB-LETTING OF CONTRACT

The contractor shall not sublet, transfer or assign the contract or any part thereof without the written permission of the NDMC, in the event of the contractor contravening this condition, the NDMC, shall be entitled to place the contract elsewhere on the contractor's account and at his risk and the contractor shall be liable for any losses or damage which the contractor may sustain in consequence or arising out of such replacing the contract.

13. FORCE MAJEURE

'Force-majeure' is herein defined as:-

- (i) Any case, which is beyond the control of contractor or customer, as the case may be.
- (ii) Natural phenomena including but not limited to weather conditions, floods, draughts, earthquakes and epidemics.
- (iii) Act of any governmental authority, domestic or foreign, including but not limited to way, declared or undeclared perorations quarantine, embargoes, licensing control or production or distributions.
- (iv) Accidents and disruptions including not limited to fires explosions; breakdowns of essential machinery or equipment and power shortages.

14. SUBMISSION OF BANK GUARANTEE

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The contractors will furnish a bank guarantee to NDMC within 30 days of notification of award. The Bank Guarantee amount shall be 10% of the contract amount and the bank guarantee shall be valid till the expiry of three months after the completion of the contract. This bank guarantee will be treated as performance guarantee.

15. CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS

- 1 All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extension if any and the contractor thereupon necessary and properly pay such tax/levies, the contractor shall be reimbursed the amount so paid provide such payment, if any is not in the opinion of the Secretary (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- 2 The Contractor shall keep necessary books of accounts and other documents, for the purpose of this conditions as may be necessary and shall allow inspection of the same by a duly authorized/document as the Director (IT) may require from time to time.
- 3 The contractor shall, with in a period of 30 days of the imposition of any such further tax or levy, pursuant to the constitution (Forty Sixth Amendment, 1982) give a written notice thereof to the Director (IT) that the same is given pursuant to this condition, together with all necessary information relating thereto.

16 EXTENSION OF CONTRACT

Facility Management & AMC of IT infrastructure of NDMC will be initially for a period of one year and may be extended up to three years on performance basis. The contractor has to accept the extension of the AMC on the same rate, Terms & conditions for a period of three years.

17 LIQUIDATED DAMAGES

If the supplier fails to maintain the records or maintain site stock of spare parts or preventive maintenance or delivery of any or all the Goods or perform the services within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% (half) percent of the price of the delayed goods or unperformed service for

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each and every week (part of a week being treated as a full week) of delay until actual delivery or performance, up to a maximum deduction of 10% (Ten percent) of the total contract price. The Liquidated damages will be in addition to the deductions as mentioned in clause no.1 (ii) (Non-availability of Engineers) Scope of Work under Terms and Conditions and penalty mentioned in Severity Definition chart under clause no.9 (Service Level Agreement).

18 INCIDENTAL SERVICES

The Bidder/Supplier is required to provide various services for the systems under warranty such as installation of operating system, Microsoft Office, Data Backup, Data Migration from one system to other, Network configuration etc. as and when required from time to time free of cost to NDMC.

19. AMENDMENTS

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

20. DEVIATION CLAUSE

The NDMC reserves the right to place the order for additional quantities up to 1 year at the contract rate. Supplier is bound to except for additional quantities under this clause for order placed within 1 year of the date of issue of this supply order.

21. TERMINATION FOR DEFAULT

The Purchaser may without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part.

- If the Bidder fails to deliver any or all of the Goods or perform services within the time period(s) specified in the contract.

Or

- If the Bidder fails to perform any other obligation(s) under the contract.

22. EXECUTION OF CONTRACT

Contractor shall have to execute the contract/agreement with the purchaser within 15 days of the receipt of the supply order on a non-judicial stamp paper of Rs. 50/- as per the prescribed format provided by NDMC. Failure to execute the contract is liable to result the rejection of the work order.

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23. Purchaser's Right to vary Quantities at the time of Award

The Purchaser reserves the right to vary the quantities. Purchaser also reserve the right to order additional quantities at a price not more than the price accepted through this Tender for a period of two years from the date of order placement. The purchase also reserve the right to reduce the quantity of items.

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INTEGRITY PACT AGREEMENT: -

As per CVC guidelines every bidder has to submit the attached signed integrity pact format with technical bid, without signed integrity pact the bid will be rejected. This signed format would be part of agreement and successful bidder will be bound to sign the integrity pact agreement again in Rs. 100/- non judicial stamp paper. (As per Given annexure 'A')

DETAILS OF "INDEPENDENT EXTERNAL MONITOR"

- Dr. U.K. Sen , IEM E-mail : uksen@hotmail.com
- Sh. V.K. Gupta, IEM E mail : vinod101951@gmail.com

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PRE-CONTRACT INTEGRITY PACT Annexure 'A' General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20...., between on one hand the New Delhi Municipal Council acting through Shri _____, The Executive Engineer (hereinafter called the "Principal/Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ (hereinafter called the Bidder(s)/Contractor(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal/Owner proposes to procure (Name of work the Store/ Equipment/Item) through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

Whereas the Bidder(s)/Contractor(s) is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal/Owner is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipments at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement,

and

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Principal/Owner

1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) which could

afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor (s).

1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder(s)/Contractor(s)

3. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or

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indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.

3.3 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.

3.4 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.

3.5 **Deleted.**

3.6 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.

3.7 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.

3.8 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.

3.9 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertakes to exercise due and adequate care lest any such information is

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divulged.

3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.

3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

4. Previous Transgression

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the tender process.

4.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Deleted.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s) shall entitle the Principal/ Owner to take all or any one of the following actions, wherever required:-

(v) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the

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Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.

- .(vi) To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).
- .(vii) To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
- .(viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- .(ix) In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
- .(x) Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s).

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However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond / Gurantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
- (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) form a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) form the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

7. Fall Clause : Deleted

8. Independent External Monitors

8.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

8.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

8.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parities accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of

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meetings

8.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.

8.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) confidentiality.

8.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings

8.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

10. Law and Place of Jurisdiction

11. Other Legal Actions

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner.

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extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

12.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

13 The parties hereby sign this Integrity Pact at _____ on

Principal/Owner

Bidder(s)/Contractor(s)

Chief Executive Officer

Name of the Officer,

Designation

New Delhi Municipal Council

Witness

1. _____

2. _____

Witness

1. _____

2. _____

* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.



(A.A. Tazir)

Director (IT)
MR. AMIN AHMED TAZIR
Director (IT)
New Delhi Municipal Council
Palika Kendra, New Delhi

