

Tender Document

**ANNUAL MAINTENANCE CONTRACT OF
COMPUTERS, PERIPHERALS, SOFTWARE AND
LOCAL AREA NETWORKING
AT
JAMIA HAMDARD
NEW DELHI**

List of Documents:

1. Tender Document : Doc-I
2. Technical Bid: Doc-II
3. List of equipments and Financial Bid: Doc-III



JAMIA HAMDARD
Hamdard Nagar, New Delhi – 110 062

Price: Rs. 5000/-
(Rupees Five Thousand Non-refundable)

(Signature of Authorized Signatory
With Company Seal)

**TENDER DOCUMENT FOR
ANNUAL MAINTENANCE CONTRACT
OF COMPUTERS, PERIPHERALS, SOFTWARE AND
LOCAL AREA NETWORKING AT JAMIA HAMDARD**

Invitation to bid

1. Quotations are invited for providing maintenance services for computers, peripherals and LAN installed at Jamia Hamdard. Jamia Hamdard, New Delhi. Jamia Hamdard currently has over 500 computers and associated peripherals connected through 24 servers.

The details of the systems (computers, peripherals, LAN, etc.) are as given in Annexure-A,B,C & D. Annexure – A (Computer, peripherals, servers and thin clients), Annexure – B (UPS, Scanners and Printers), Annexure – C (LAN), Annexure – D (Laptops and LCDs Projectors). The actual number may either increase or decrease at the time of start of contract or during the year.

Any of the above hardware systems may be withdrawn at any time during the period of contract; Maintenance charges for such equipment will be payable at pro- rata basis. Similarly equipment can be added during the period of AMC and maintenance charges will be paid pro-rata basis.

2. The maintenance support vendor (hereafter referred to as “vendor” in this document) is required to submit the technical and financial bid in two separate sealed covers clearly super scribed “Technical Bid” and “Financial Bid”. The quotations in a sealed cover super scribed "Quotations for the Annual Maintenance of Computers, Peripherals and LAN" should reach Registrar, Jamia Hamdard, Hamdard Nagar, New Delhi 110 062 **latest by 3.30 P.M on 06 November 2017.**
3. Quotations will be opened on the same day at 1500 h in the presence of such bidders or their duly authorized representatives as may be present. As a token of acceptance of all the terms and conditions mentioned in this document, the bidder is required to sign all pages of this document and return the same along with their bid. Tenders of unsigned documents will be rejected. The price bid of those bidders will be opened who fulfill all the requirements of the technical bid.

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Description of the Work

1. The maintenance services will consist of
 - a) Attending to complaints raised by various departments/individuals of Jamia Hamdard (details provided by Computer Centre located at Jamia Hamdard, New Delhi) on daily basis.
 - b) Onsite preventive and corrective maintenance of computers connected in LAN and peripherals at Jamia Hamdard, New Delhi.
 - c) The maintenance contract will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost.
 - d) The maintenance contract also includes removal of virus, software patch up-dation, HDD crash recovery, software support /troubleshooting to keep the system fully operational. The vendor will be responsible for providing virus free computing environment at Jamia Hamdard.
 - e) The maintenance contract also includes repair, maintenance and troubleshooting of all LAN components.
 - f) The vendor shall provide a “**monitoring software**” to monitor status of PCs, software, hardware and peripherals centrally, covered under AMC.
 - g) The vendor shall provide an online system of complaint logging, redressing and feedback windows to all users of the University.

2. The contract will be initially for one year. The contract may be extended further at the discretion of Jamia Hamdard and based on satisfactory services provided by the vendor.

3. The maintenance services will be provided on all working days from 0900 h to 1800 h (Monday to Saturday, except 2nd and 4th Saturday). Provision of availability of service engineers on Sundays or other holidays should be made in case of exigency.

4. The maintenance service by vendor shall provide maintenance services through six qualified experienced and competent resident engineers who shall stay at Jamia Hamdard, New Delhi as indicated in item (3) above. The role of these engineers shall be as follows:
 - Two support engineers for computer maintenance. The onsite engineer responsible for hardware maintenance should have expertise to cover all items of computers, printers, UPS, scanners, CD-writers and network components.
 - One dedicated support engineer for printers, Scanners.

 - One dedicated support engineer for active and passive networking jobs. Whose responsibility will also cover maintenance and cleaning of networking equipment’s like switches, peripherals attached with the switches. He shall also be responsible for laying of structured networking cables as and when it may be required.

 - One L2 (Level 2) network engineer.

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- One L2 (Level 2) Server Engineer with expertise of VMware/Windows Server 2016/2003/Database.
5. Additional engineer(s) may be deputed at Jamia Hamdard in addition to the above resident engineers whenever there are more workload/complaints to rectify the equipment within the stipulated response time.
 6. All computers, peripherals and their parts as mentioned in Doc III will be covered under this maintenance contract.
 7. The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems. Except consumables like ribbons, laser printer toner, floppies, CDs, cables and information outlets (in case of LAN) the contractor will arrange all other parts/components/sub-assemblies including fuser assembly of laser printer free of cost.
 8. The systems that are not serviceable by the vendor due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The decision of Jamia Hamdard regarding non-availability and obsolescence of technology will be final. Withdrawal of such systems shall be communicated to the vendor and equivalent maintenance charges shall be deducted from the amount due to the vendor.
 9. Qualifications and experience of the resident engineers/technicians shall be agreeable to Jamia Hamdard. No frequent replacement will be allowed.

10. **Scope of work of Comprehensive Annual Maintenance Contract:**

Hardware Maintenance: Preventive, remedial maintenance and repair Computer Systems and accessories, LCD Projectors & Laptops as listed in Annexures-A,B,C & D.

The AMC will be comprehensive and services will be required to be rendered by the successful bidder herein after called the vendor at Jamia Hamdard University site.

To provide the comprehensive maintenance of PC's, Servers, Annexure – A. Printers, scanners and UPS (Annexure-B), LAN (Annexure – C) LCD Projectors & Laptops (Annexure-D). It should cover the free replacement of any hardware and rectify the fault if it could be due to Operating Software or Application Software or viruses etc. In case of UPS, the job of replacing the batteries will be done by the service provider without any labour charges, while the Battery will be supplied by the Jamia Hamdard. Similarly Laptop Battery, Printer Drum, Printer Head, Physical Damage & Burn items will be considered as consumable items will be provided by Jamia Hamdard. Complete LAN Network in different buildings within the campus to be maintained along with related hardware and Software's as per the Annexure-A.

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Complete WAN Network within the campus to be maintained along with related Hardware and Software's as per the Annexure-C. The vendor should maintain the 01 Gbps-Internet connectivity. The vendor will be responsible for loading updating, backup, configuring correctly all the Software's including CISCO IOS, Windows OS 2003/XP/Windows 7, Windows Server 2016, Office 2013, Linux Proxy/ Web Server, Anti-Virus S/w, UNIX, Oracle9i/10g, Tally in virtual environment using VMExsi and all the other related software's working in the Campus.

General Conditions

- (i) The Jamia Hamdard reserves the right to accept or reject summarily any or all tenders in whole or in part without assigning any reason whatsoever, or increase or decrease of quantities of any item of the work and the successful tenderer shall perform the same at the rate quoted.
 - (ii) The Jamia Hamdard takes no responsibility for delay, loss or non-receipt of a quotation after dispatch.
 - (iii) Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) in form of crossed demand draft/pay order in favour of *Jamia Hamdard* shall be deposited at the time of submission of tender, as a part of the Technical Bid. Tender received without EMD shall be summarily rejected.
 - (iv) The vendor must be registered with the Registrar of Companies and with the Delhi Sales Tax Department for Works Contract Tax. Copies of necessary supporting documents must be attached.
 - (v) The vendor must be currently maintaining more than 300 computers each on LAN at a minimum of three locations in Delhi/NCR. Copies of two such work order or any other documentary evidence clearly showing that more than 300 computers are being maintained at a single location should be attached.
11. The company should have the experience of maintaining a minimum of 300 PCs or more with peripherals in at least three central Government department/PSU/Autonomous Institute for more than three years along with maintenance of switched Ethernet LAN system having more than 300 nodes in NCR.
 12. The company should have at least Rs. 5 Crores of annual turnover from its services business only, in last two financial years. Turnover certificate from Chartered Accountant to be enclosed.
 13. The company should have adequate physical infrastructure to support AMC project like in house test and repair center (TRC) at Delhi.
 14. The company should have ISO certificate for service support.
 15. The firm shall be registered under company Act. It shall also be registered with income Tax, Service Tax and Sales Tax.
 16. The Tenderer shall submit unnamed bio-data with qualifications and experience of

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- professionals that the company to depute for the above mentioned work. The service provider will place its own staff to render mentioned work. The service provider will place its own staff to render mentioned work. The service provider will place its own staff to render AMC services or will hire on its roll on contract basis co terminus with Jamia Hamdard contract. The arrangement should not be through any HR/Manpower company. The engineers of service provider posted at Jamia Hamdard will not be assigned any other jobs other than that of Jamia Hamdard during the contract period.
17. Service provider will provide mobile phone handsets to Team Leader for connectivity with Jamia Hamdard.
 18. The service provider will not change/replace the professional staff personal proposed in technical proposal/accepted by Jamia Hamdard during the course of contract.
 19. If replacement is inevitable (under exceptional cases where the professional staff has left the organization of the bidder), the service provider will ensure to provide a person of equivalent or better qualification/experience. Such replacement shall be made in a planned manner with prior approval of Jamia Hamdard. The service provider in such circumstances will offer CVs of 2-3 alternatives of the key resource concerned and the decision to choose among them will be of Jamia Hamdard. Similarly if the performance of any key professional is not found satisfactory, Jamia Hamdard shall have the option to ask the service provider to immediately change the concerned resource by giving at least one- month notice.
 20. The L2 Engineers should have relevant working experience, qualification and certifications (with CCNP/CCNA/ MCSE/VMWare) Certification having at least 3 years in system integration, Win-2003,Win-2016 Server, Active Directory, DNS, DHCP, Linux Advanced Server, CISCO IOS, Router, software firewall, Layer3/2 switches, VLAN, LAN and WAN protocols and fiber optics. All other trained persons should be BCA/ B.Sc or three years Diploma holder in Electronics/ Computer Science/ IT having minimum of two year experience in system integration and hardware maintenance with the knowledge of Windows Server 2016/ 2003Pro, Windows XP, MS Outlook and Oracle database management. He will be expert in loading, up-dating and configuring OS, applications anti- virus, drivers etc.
 21. AMC vendor should also ensure the availability of other IT experts out of the AMC site and can be called whenever required for vertical support on the cost of vender.
 22. AMC vendor should also ensure proper maintenance equipment with resident engineers.
 23. AMC vendor should also ensure that all onsite engineers have mobile phones and at least two two-wheelers between them at the cost of the AMC provider.
 24. The vendor should maintain the uptime of more than 99% for the Servers, LAN connectivity, WAN connectivity, Internet connectivity and the uptime for all other equipment should be maintained at more than 96%.
 25. The down time of the backbone equipment (Router, L3/L2 switches, Domain Server, Database Servers etc. in production) should not exceed 2 hours and won time for user

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- equipment (PCs, Printers, Scanners, UPS etc.) should not exceed 4 hours from the time of lodging the complaint. In case the vendor fails to rectify the fault within 4 hours and 8 hours respectively for backbone equipments and user equipments from lodging the complaints, then the vendor will provide the standby unit of same configuration, in default thereof then the penalty will be imposed at the rate of Rs. 1000/- and Rs. 500/- per day respectively for backbone and user equipments till the rectification of the fault as per the end user satisfaction. The amount will be deducted from the next quarter AMC amount.
26. If AMC vender is not able to provide solution to any backbone problem within 8 hours and to any end user problem within 24 hours, Jamia Hamdard will reserve the right to ask any other vendor for specific work. The amount of expenditure incurred will be deducted from the AMC contractor.
- The vendor shall provide a Bank Guarantee of 10% of the total value of AMC from a schedule bank or deposit with Jamia Hamdard equal amount i.e. 10% of the total value of AMC as a security money for due discharge of maintenance services. The security amount is liable to be forfeited in case the vendor not fulfills any of the conditions as per the AMC Tender documents.
 - The vendor must have satisfactorily executed in last 3 years minimum 3 AMC of more than 300 computers connected in LAN under Windows 2003/Windows 2016 Server environment. Necessary supporting documents as required must be attached.

Payment Terms:

The payment shall be made after end of each quarter after getting the Performance report to be signed by Jamia Authorized person along with the daily service Call Reports to be signed by the end users. All taxes applicable on prevailing rates will deducted.

Liquidated Damage:

If any complaint not resolved within 4/ 8 hours due to any reason a penalty of Rs.500/- and Rs.1000/- per day per system respectively will be imposed which will be deducted from the AMC payment for the next quarter.

Security Deposit

The contractor shall be required to deposit a sum equivalent to 10 percent of the total work order at the time of signing the contract as security deposit in cash/demand draft/term deposit or provide a bank guarantee for the said amount from a scheduled bank, pledged in favour of Jamia Hamdard, New Delhi.

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No interest shall accrue on this amount. The Security amount shall be re-payable after one month of the expiry/termination of the contract after deduction of penalty/other dues, if any. The EMD of the successful bidder will be refunded after signing of the agreement and after deposit of security amount.

Payment Terms and conditions:

The payment to the contractor will be made on quarterly basis at the end of each quarter against invoice with PAN number, raised by the contractor and based on past performance. TDS, Service tax, WCT and any other applicable taxes as per prevailing rates, will be deducted before making the payment.

The maintenance charges quoted by the vendor per item shall be on yearly basis inclusive of all taxes and levies applicable. No escalation of prices shall be permitted on any ground.

Termination of Contract and Penalty

The terms and condition of the contract would be as per the draft agreement enclosed in Doc-IV.

Jurisdiction

The courts at Delhi alone shall have the jurisdiction in any matter arising out of relating to or touching this tender.

Arbitration

All disputes arising out of this contract agreement will be settled by the sole Arbitrator appointed by Jamia Hamdard, New Delhi-110062 and the decision of the sole arbitrator shall be final & binding on both parties.

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Doc - II**Technical Bid**

The technical bid shall contain following information in a sealed cover super scribed “Technical Bid”:

1. Name, address, setup and status of the organization. Contact person with telephone number.
2. The bidder shall be a company registered with the Registrar of Companies and registered with Delhi Sales tax for Works contract Tax. *Document in support of registration with the Registrar of companies and with the Delhi Sales Tax Department for Works Contract Tax.*
3. EMD of Rs. 50,000/- (Rupees Fifty Thousand only) in form of DD/pay order in favour of Jamia Hamdard, New Delhi
4. Details of testing and repair facility available with the company.
5. List of at least 5 qualified services engineers with details of qualification and having more than 3 years of experience in the relevant field as per the performa enclosed. *The qualification and experience of resident engineer deputed to Jamia Hamdard will be verified. Copies of qualification and experience certificates to be enclosed.*

Sl. No.	Name	Technical qualifications	Area of specialization	No. of years of experience	Area of Experience	Date of joining the firm

6. List of clients with name, complete address and contact person with telephone number where the company is currently maintaining more than 300 computers on LAN in a single location in Delhi as per the performa enclosed. *Copies of two such work order or any other documentary evidence from Govt. Departments/Public Sector Undertakings clearly showing that more than 300 computers are being maintained at a single location should be attached.*

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Sl. No.	Name of the Organization/Govt. dept/PSU with Contact person with tel. No.	Details of equipment and Nos. (Servers and clients) and stand alone PCS, laptops, printers, other peripherals	No. of resident engineers provided	Period of Contract	Contract value (Rs. in lakhs)

7. List of maintenance contracts satisfactorily executed by the vendor in last 3 years. Minimum 3 such maintenance contracts of more than 300 computers connected in LAN under Windows2016, Windows 2003 Server or above version environment should be listed. A *Performance Certificate to this effect from at least two Govt. Departments /Public Sector Undertakings shall have to be furnished.*

Sl. No.	Name of the Organization/Govt. dept/PSU	No. of resident engineers provided	No. of PCs	Period of Contract	Contract value (Rs. in lakhs)

8. Tender document (Doc-I) duly signed in each page.

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Doc – III**Financial Bid**

The financial/price bid should contain the quotation for maintenance charges per item in terms of yearly basis only, as listed below. Price quoted by the tenderer shall be inclusive of all taxes and levies applicable. No escalation of prices would be permitted on any ground. The financial bid should be enclosed in a separate sealed cover super scribed “Financial Bid”.

A. Equipments to be brought under maintenance contract at the time of the commencement of the contract

Annexure A

COMPUTERS AND PERIPHERALS

S. No	Equipment	Make / Model	Qty	Rate per year per equipment	Total
1	Servers	HP /Dell	08		
2	Desktops	HP / Wipro / Dell / Assembled	500		
3	Thin Client	Itone/HCL	100		
4	Storage	HP MSA 2000	01		
Total (A)					

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B. Equipments to be brought under maintenance contract during the period of contract

Annexure - B

UPS, SCANNERS AND PRINTERS

Sl. No.	Equipment	Make/Model	Qty	Rate per year per equipment	Total
1	Printers	HP / Samsung / Epson /	307		
2	UPS	Nexus/Elnova/Guard	414		
3	Scanner	HP/UMAX/CANNON	41		
Total - (B)					

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Annexure – C**LAN**

Sl. No.	Equipment	Make/Model	Qty	Rate per year per equipment	Total
1	Router	Cisco	02		
2	Switch	Cisco / D-Link	53		
3	Media Converter	D-Link	15		
4	SAN Switch	Cisco	01		
Total (C)					

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Annexure – D

Laptops and LCD Projectors

Sl. No.	Equipment	Make/Model	Qty	Rate per year per equipment	Total
1	LCD Projectors	Sony / Hitachi / Mitsubishi	60		
2	Laptops	HP/Acer/Toshiba/Dell/Sony/IBM	38		
Total (D)					

E. Total (A + B + C + D):

F. Less discount (if any):

Net Total

Note: Actual number of equipment may vary at the time of awarding the contract. For some of the equipment AMC will start during the year as stated above. Few computers on LAN are under warranty with OEM. Software support would also be provided for computers under warranty.

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Draft Agreement to be signed for Annual Maintenance Contract

<Stamp paper of requisite amount>

**MAINTENANCE AGREEMENT FOR
COMPUTERS, PERIPHERALS, LOCAL AREA NETWORKING AND
WEB DESIGNING/PROGRAMMING**

This agreement is made on March 2007 between the **Jamia Hamdard**, whose Headquarters is located at Hamdard Nagar, New Delhi 110 062 hereinafter referred to as “**JAMIA HAMDARD**”,

and

M/s _____, a registered company with registered office at _____, hereinafter referred to as “**Vendor**”, and both the parties as mentioned above set forth and agree to abide by the following terms of this agreement.

1. SCOPE OF THE AGREEMENT

- 1.1 The maintenance services under the maintenance contract shall comprise of preventive and corrective maintenance of computers, associated peripherals and LAN as per Annexure - I enclosed.
- 1.2 All the terms and conditions as mentioned in the Tender document, along with all the Annexures/Appendices as well as the technical bid and financial bid submitted in response to the tender notice invited by **JAMIA HAMDARD** form part of this contract.
- 1.3 The tasks of web designing/programming as well as the network/system administration will be carried out at JAMIA HAMDARD HQ only.
- 1.4 Maintenance services shall be provided at the following locations:

JAMIA HAMDARD Headquarters, New Delhi
Any other location at New Delhi/NCR where the above equipment is installed as indicated from time to time.
- 1.5 Any of the above systems (in Doc-III, issued with the tender document) may be withdrawn

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at any time during the period of maintenance contract; maintenance charges for such equipment will be payable on pro-rata basis. Similarly equipment can be added during the period of maintenance contract and maintenance charges will be paid pro-rata basis.

- 1.6 The relationship between **JAMIA HAMDARD** and the vendor shall be that of the 'Principals' and the 'Maintenance service provider' or 'contractor'.

2. SCOPE OF THE WORK

- 2.1 The maintenance services will consist of

- a) Attending to complaints raised by various departments/individuals of JAMIA HAMDARD (details provided by IT Services Department located at JAMIA HAMDARD-HQ, New Delhi) on daily basis.
- b) Onsite preventive and corrective maintenance of computers connected in LAN and peripherals at JAMIA HAMDARD-HQ, New Delhi and other location in New Delhi/NCR where the above equipment is installed as indicated from time to time.
- c) The maintenance contract will include necessary repairs to the installed systems and replacement of defective/damaged parts, components and other accessories free of cost.
- d) The maintenance contract also includes removal of virus, software patch updation, HDD crash recovery, system administration, network administration, software support /troubleshooting to keep the system fully operational and web site updated. The vendor will be responsible for providing virus free computing environment at JAMIA HAMDARD-HQ.
- e) The maintenance contract also includes repair, maintenance and troubleshooting of all LAN components except the switches (for which separate AMC with the Original equipment supplier exists) to keep LAN fully operational.

- 2.2 The maintenance service vendor shall provide maintenance services through five qualified experienced and competent resident engineers who shall stay at JAMIA HAMDARD HQ, New Delhi as indicated in item 4 (Resident Personnel) below. The role of these engineers shall be as follows:

- a) Two support engineers for computer maintenance. The onsite engineer responsible for hardware maintenance should have expertise to cover all items of computers, printers, UPS, scanners, CD-writers and network components.
- b) One support engineer for printer, UPS and networking trouble shooting, etc.
- c) One network and system/database administrator would also provide user software support services including virus cleaning/patch installation, software installation, etc. He should be well conversant with the latest trends in trouble shooting of computing equipment and networking monitoring tools.
- d) One software designer/developer will be responsible for regular updation of JAMIA HAMDARD web site. He should be knowledgeable about various software tools and techniques for web designing and programming.

- 2.3 All computers, peripherals and their parts as mentioned in Doc III of the tender document

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will be covered under this maintenance contract.

- 2.4 The maintenance services will be provided on all working days from 0900 hrs to 1800 hrs (Monday to Friday). The vendor shall make the services of service engineers available on Saturdays, Sundays or other holidays in case of any exigency.
- 2.5 The vendor shall also carryout periodic preventive maintenance including external cleaning of equipments once every month, during days and timings convenient to the users.

3. GENERAL CONDITIONS

- 3.1 JAMIA HAMDARD reserve the right to increase or decrease quantities of any item of the work and the vendor shall maintain the same at the rate quoted for similar item.
- 3.2 No transportation charges, what so ever shall be paid by JAMIA HAMDARD for any type of services.
- 3.3 It shall be the responsibility of the vendor to ensure that sufficient number of standby equipments/ components are kept at JAMIA HAMDARD-HQ to meet the stipulated response time.
- 3.4 The parts/components/sub-assemblies used for repair/replacement by the contractor will be of the same/equivalent or higher make and functional capability as originally available in the systems. Except consumables like ribbons, laser printer toner, floppies, CDs, cables and information outlets (in case of LAN) the contractor will arrange all other parts/components/sub-assemblies including fuser assembly of laser printer free of cost.
- 3.5 The systems that are not serviceable by the vendor due to obsolescence of technology or non-availability of parts/components/assemblies will be withdrawn from the maintenance contract. The decision of JAMIA HAMDARD regarding non-availability and obsolescence of technology will be final. Withdrawal of such systems shall be communicated to the vendor and equivalent maintenance charges shall be deducted from the amount due to the vendor.

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- 3.6 The vendor shall maintain adequate standby equipment of equivalent configuration for handling major repairs and requiring shifting of such equipment to their test and repair centre.

4. RESIDENT PERSONNEL

- 4.1 The role of these engineers shall be as follows:

- a) Two(**Three**) support engineers for computer maintenance. The onsite engineer responsible for hardware maintenance should have expertise to cover all items of computers, printers, UPS, scanners, CD-writers and network components.
- b) One support engineer for printer, UPS and networking trouble shooting, etc.
- c) One (**engineer**) network and system/database administrator who would also provide user software support services including virus cleaning/patch installation, software installation, etc. He should be well conversant with the latest trends in trouble shooting of computing equipment and networking monitoring tools.
- d) One (**engineer**) software designer/developer who will be responsible for regular updation of JAMIA HAMDARD web site. He should be knowledgeable about various software tools and techniques for web designing and programming.

- 4.2 The service engineers deputed at JAMIA HAMDARD should possess at least a 3 years Diploma in Comp Sc. & Engg./Electronics or Bachelor's degree in Science or Engineering in Computer Science/IT/Electronics related discipline with at least 3 years of post qualification experience.

- 4.3 For the network and systems/database administrator, in addition to the qualifications at item 4.2 above, industry certification like MCSE /CNE, SQL, etc. is a must.

- 4.4 For the software developer/web designer, in addition to the qualifications at item 4.2 above, specialized training in web designing tools such as Macro Media Dream Weaver, Adobe PhotoShop, etc. is a must.

- 4.5 The vendor is required to provide evidence in respect of qualification and experience, which would be checked by JAMIA HAMDARD to see the suitability/competency of the service engineer.

- 4.6 The vendor and the resident personnel shall follow the system of monitoring the work and attendance of the service personnel as stipulated by JAMIA HAMDARD.

- 4.7 In the absence of any engineer/personnel, it shall be the responsibility of the vendor to depute another competent and experienced engineer during the period of absence of the designated resident engineer/personnel.

- 4.8 Additional engineer may be deputed at JAMIA HAMDARD-HQ in addition to the above resident engineers whenever there is more workload/complaints to rectify the equipment

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within the stipulated response time.

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5. PAYMENT TERMS AND CONDITIONS

- 5.1 The payment to the vendor will be made on quarterly basis in at the end of each quarter against invoice with PAN number, raised by the vendor and based on past performance
- 5.2 TDS, Service tax, WCT and any other applicable taxes as per prevailing rates, will be deducted before making the payment.

6. PENALTY

- 6.1 If the services provided by the vendor under this maintenance services contract are not to the full satisfaction of JAMIA HAMDARD, the maintenance contract may be terminated by JAMIA HAMDARD and the charges shall be payable only up to the period, till which the vendor has rendered satisfactory services. The decision of JAMIA HAMDARD in this regard shall be final and binding on the vendor.
- 6.2 In case of non-compliance with the contract, JAMIA HAMDARD reserves the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to the damages.
- 6.3 The maximum response time for repairing the system shall not be more than five hours and penalty for failure of the vendor to repair the system/providing equivalent standby equipment within the response time will be INR 300.00 per system/sub-system per day.
- 6.4 The service engineers provided by vendor shall not be changed frequently. Only one change in respect of each resident engineer will be permitted during the year. For any subsequent change a penalty of INR 10,000.00 would be payable. However, if the engineer/personnel are found incompetent by JAMIA HAMDARD, the service engineer shall be changed by the vendor.
- 6.5 If the resident service engineer is not available for any reason, the vendor shall be responsible for deputing another competent and experienced service engineer for that period to ensure continuity in services. If the vendor fails to do so, a penalty of INR 4000.00 per day and INR 2000.00 per half day will be imposed for the period of absence of each service personnel.

7. ARBITRATION

All disputes arising out of this contract agreement will be settled by the sole Arbitrator appointed by VICE CHANCELLOR, JAMIA HAMDARD, New Delhi and the decision of the sole arbitrator shall be final & binding on both parties.

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8. COMMENCEMENT OF THE AGREEMENT AND TERMINATION

- 8.1 The contract will be initially for **(one)** year from the date of signing of this agreement.
- 8.2 The contract may be renewed for two years, one year at a time, at the discretion of JAMIA HAMDARD and based on satisfactory services provided by the vendor.
- 8.3 This Agreement may also be terminated by **JAMIA HAMDARD** forthwith if at any time:
the vendor fails to rectify major pending complaints that have become due and such failure continues for a period of thirty days.

or

the vendor commits any other breach of this Agreement if such breach is not remedied (if capable of remedy) within forty five days of receipt of notice specifying the breach and calling upon the vendor to remedy it.

or

the vendor goes into liquidation (not being a voluntary liquidation, for the purpose only of a bona fide reconstruction or amalgamation) or enters into any composition arrangements with its creditors or a receiver of its assets is appointed.

- 8.4 In case of any matter relating to terms and conditions not specified in this Agreement, the same shall be decided by mutual agreement of **JAMIA HAMDARD** and the **vendor**.

9. AGREEMENT AND WARRANTY

- 9.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.

9.2 The **vendor** and **JAMIA HAMDARD** represent, warrant and undertake that they have full powers and authority to enter into this Agreement and perform on the obligations they have assumed thereunder. The parties further represent, warrant and undertake that there are no restrictions what so ever preventing them from performing their obligations of entering into this Agreement.

10. NOTICES

- 10.1 Any notice to be given under this Agreement shall be in writing and sent by facsimile transmission or forwarded by registered post to the other party or its nominee, shall be deemed to have been given on the date of dispatch.

(Signature of Authorized Signatory
With Company Seal)

11. FORCE MAJEURE

11.1 If either party is affected by force majeure it shall forthwith notify the other party of the nature and extent thereof.

11.2 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party; and the time for performance of the obligations shall be extended accordingly.

12. APPLICABLE LAW

12.1 The Agreement shall be governed by Indian Law and both the parties consent to the jurisdiction of Delhi Courts in all matters regarding the Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the hands of duly authorised representatives on the day, month and year first before written.

WITNESSES

1.

Signed:
For and on behalf of
JAMIA HAMDARD

Head (IT Services)
Authorised Signatory

For and on behalf of
M/s _____

2.

(Signature of Authorized Signatory
With Company Seal)