



COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH COMPLEX
Human Resource Development Group
Library Avenue, Pusa, New Delhi-110012
Tel. 011-25733766, Fax No. 011-25850580, 25788704, 25766367

By Post/Email

No.CSIRCx/Pur/CAMC LAN/10-11

Dated: 20.04.2011

To

M/s. Omni Infoword Pvt. Ltd.,
B-1/144, III Floor, New Kondli Market,
Near Mayur Vihar, Phase III,
Delhi-110096
Email:sajid@omniinfoword.com

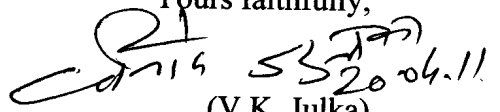
Sub: Comprehensive Annual Maintenance Contract of Local Area Network Infrastructure

Sir,

Further to this office letter No.CSIR CX/Pur/CAMC LAN/10-11 dated 30.03.2011 on the above subject, I am directed to convey the approval of the competent authority to award the onsite Comprehensive Annual Maintenance Contract of Local Area Network Infrastructure for a period of one year w.e.f. 01.04.2011 to 31.03.2012 at a charges of ₹95,000.00 plus Service Tax @10.3% Total ₹1,04,785.00 per annum on the terms and conditions, scope of work contained in Annexure 'A', 'B' and 'C' to this award letter.

It is requested to kindly submit contract agreement and performance security as per terms and conditions contained in Annexure 'A' to this award letter.

Yours faithfully,


(V.K. Julka)

Stores & Purchase officer

Email: vkjulka@csirhrdg.res.in, vkjulka@yahoo.co.in

Encl: As stated *Total 08 Pages*

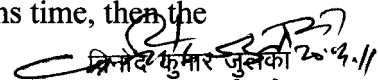
विनोद कुमार जुलका
भंडार एवं क्रय अधिकारी
वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद
सी. एस. आई. आर. कॉम्प्लेक्स
लाइब्ररी एवेन्यू, पुसा, नई दिल्ली-12

General Terms and Conditions

1. **Period of Contract:** The CAMC is awarded for a period of one year w.e.f. 01.04.2011 to 31.03.2012.
2. **Acceptance and date of start of the contract:** The contractor after receiving the award letter of the contract shall submit his/her acceptance immediately along with the required performance bank guarantee within 15 days of issue of the award letter failing which EMD shall be forfeited.
3. **Taxes and Duties:** The Service Tax @10.3% is payable extra. In the event of an increase in taxes/duties, the extra liability on account of these taxes shall be borne by CSIR Cx. Similarly in the event of abolition reduction of taxes/duties, the savings accruing to the bidder shall be passed on to CSIR Cx.
4. **Variation of charges/price:** There will be no change in the agreed amount of service charges during the currency of the contract. However in case if the service provider concludes the contract with other parties for similar items on the similar terms and conditions at lower charges/ rates, the same charges/price will be automatically made applicable by the service provider from that date for the remaining period of contract.
5. **Performance Security:** The contractor is required to submit a performance security equivalent of 10% of the contract value in the form of Performance Bank Guarantee valid for 60 days beyond the end of CAMC period along with the acceptance of the CAMC. In case the performance security is not submitted by the successful bidder, it will be presumed that the successful bidder is not fulfilling obligation of the contract and in such situation the EMD shall be forfeited. In case the performance of the successful bidder is found unsatisfactory during the period of contract or if there is any breach of terms and conditions of the contract due to his/her fault, the performance security will be forfeited and the contract for remaining period shall be cancelled. The performance security shall be refunded to the contractor after satisfactory completion of the CAMC period.
6. The contractor shall have to execute a contract with this office on a **Non-Judicial stamp paper** incorporating the terms & conditions. The Stamp duty for the said contract will be paid by the contractor.
7. **Terms of Payment:** No advance payment will be made to the contractor. The performance of the contractor will be monitored/assessed by the I.T. Division on quarterly basis. Accordingly the payment will be made on quarterly basis after certification of I.T. Division for satisfactory performance of the services rendered by the contractor for the said quarter and production of Preventive Maintenance Reports. The payment will be made through e-payment mode within thirty days from the date of submission of the bill. The contractor is requested to submit their complete bank details along with the invoices for the payment. Bills received after three months

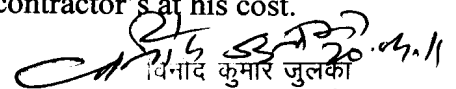
from the end of quarter may not be entertained, hence the contractor is advised to raise bill on time.

8. The Contractor shall submit his bill along with preventive maintenance reports towards the CAMC charges on quarterly basis after the end of each quarter. The payment for the same shall be subject to recoveries, if any.
9. **Penalty:** A complaint need to be attended to within four hours and should be set right immediately. For any fault in switch/LAN equipment, the replacement has to be provided immediately so that network is not down for more than four hours. In case network remain down for more than four hours, a penalty of ₹1,000.00 per day would be imposed till the fault is rectified.
10. **Delivery:** Immediate delivery of the items placed on DGS&D Rate Contract for passive items of LAN and their installation is needed but in any case not later than 15 days after placing the Purchase Order and the same shall be installed within 15 days after delivery.
11. **Installation:** The installation of the items provided on DGS&D Rate Contract will be executed in all the respects by the agency to the complete satisfaction of IT Division, CSIR Cx.
12. CSIR Cx shall have the right of addition/deletion of the quantity of the items under the contract, either before the start of the CAMC or at the starting of each quarter during the CAMC under intimation to the contractor.
13. The CSIR Cx officials will review the status of pending complaints with the Contractor from time to time. If it is found that many complaints requiring repair of systems/peripherals are pending for over a month, CSIR Cx reserves the right to withhold the payment of quarterly bills temporarily till all pending complaints are cleared.
14. TDS will be deducted at source from the contract price payable to contractor for performing the service under the contract.
15. The details of equipments viz. make, model etc. and quantities of the equipment for which CAMC is awarded are indicated at Annexure 'C' to this award letter. However, Head, HRDG, CSIR reserves the right to make variation in the quantities to be brought under CAMC at any given point of time.
16. The contractor shall also provide the regular preventive maintenance service minimum once in three months.
17. The CAMC would be comprehensive in nature i.e. including cost of Resident Engineers(s), Technical Assistants, maintenance of equipments and replacement of all new original spares in original packing for proper functioning of all systems and peripherals as per Annexure-C installed in Delhi at different locations. If any part gives repeated problems i.e. 2 or more repairs in a period of two months time, then the


डॉ. आनंद कुमार जैसवाल
भंडार एवं क्रय अधिकारी
वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद
सी. एस. आई. आर. कॉम्प्लेक्स
लाइब्ररी एवेन्यू, पुसा, नई दिल्ली-12

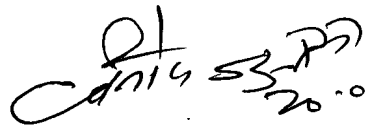
contractor/vendor must replace it immediately with an original new one without any additional cost on the part of CSIR Cx. It will also cover damage and burning of any part of the systems. All the components required to be replaced will be of original make. In the service report, the details of the part number and serial number (if any) must be brought out clearly.

18. The Contractor shall not subcontract the maintenance job to outside agency.
19. Any damage caused for CSIR Cx property or personnel within CSIR Cx premises by the Contractor's Representative (RE/Tech.Asstt of the contractor) during the operation of the contract will be to his account and are recoverable.
20. **Change of Location:** The contractor will ensure shifting/movement of systems or other item under the contract within the building or out of the CSIR Cx building, through his manpower responsible for the maintenance. Four outdoor shifting, transport arrangement will be made available by CSIR Cx.
21. **Handing Over:** The Contractor shall provide services for minimum ten working days beyond the date of expiry of the contract without any extra cost so that all the equipment under maintenance contract are handed over to the next contractor.
22. Any equipment not made available in working condition on the last working day of the contract period shall be rectified/repared by the Contractor within the next ten working days failing which the equipment shall be got rectified from alternative sources and the cost thereof shall be deducted from the last quarter CAMC payment.
23. The contractor will not be entitled to claim any compensation of what so ever nature if the termination/cancellation of CAMC is imposed by CSIR Cx for any reason.
24. **Fall Clause:** In case it is found during the period of Contract with CSIR Cx that the successful bidder has concluded a contract for CAMC under the contract conditions similar to CSIR Cx Contract at a price lower than the CSIR Cx price, the contract price will be automatically reduced from that date for the remaining period of contract.
25. **Force Majeure:** Neither CSIR Cx nor the contractor shall be responsible for delays/failures in performance resulting from acts beyond the control of either. Such acts shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the agreement, fire, earthquakes or other such disasters.
26. **Breach of Contract:** In case the contractor leaves the contract at any stage during the currency of the contract, CSIR Cx reserves the right to get the job completed through any other means or agency at contractor's risk and cost.
27. **Insurance:** Necessary insurance(s) to cover accidental risk for his employee's loss of life, material etc. to the crew or the third party to be arranged by contractor's at his cost.


विनाद कुमार जुलकी
भंडार एवं क्रय अधिकारी
वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद
सी. एस. आई. आर. कॉम्प्लेक्स
लाइब्रेरी एवेन्यू, पुस्तक, नई दिल्ली-12

The contractor shall act as independent operating agency not as an Agent or employees of CSIR Cx.

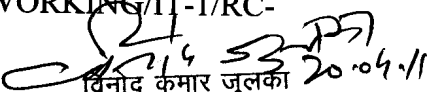
28. **Contractor's Responsibility:** The contractor shall cover all aspects of security written or implied.
29. The contractor will comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by CSIR Cx shall be applicable in the performance of this contract and the contractor shall abide by these laws. The contractor will be responsible for making all statutory payments to his engineers.
30. **Termination of the Contract:** The Head, HRDG, CSIR Complex reserve the right to terminate the contract any time in case the services of the firm are found not satisfactory at any time during the period of the contract along with forfeiture of the performance security giving one month prior notice in writing. The decision of the Head, HRDG, CSIR Cx will be final and binding upon the contractor.
31. **Governing Law:** This contract shall be governed in all respects by India Law only.
32. **Claims:** All the claims etc. lodged with the underwriters, if any, shall be dealt with by the contractor directly.
33. **Arbitration:** If at any time there shall arise any dispute, doubt, difference or question with regard to the interpretation or meaning of any terms and conditions, prices, etc. of this Rate Contract or in respect of the rights, duties and liabilities of the parties hereto or in any way touching or arising out of these presents or otherwise in relation to the present Rate Contract, then every such dispute, difference, doubt or question (except the decision whereof is herein expressly provided for) shall be referred to the arbitration of the sole arbitrator to be appointed by the Director General, CSIR under Indian Arbitration & Conciliation Act, 1996 or any statutory modification re-enactments thereof and rules made there under for the time being in force shall apply to such arbitration. The venue of arbitration shall be the place from where the contract is finalized. The language of the arbitration will be English only.


04.11

विनोद कुमार जुलका
भंडार एवं क्रय अधिकारी
वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद
सी. एस. आई. आर. कॉम्प्लेक्स
लाइब्रेरी एवेन्यू, पुसा, नई दिल्ली-12


TECHNICAL TERMS AND CONDITIONS

1. The service provider will maintain records of the complaints received, calls attended and closing of calls and submit the report to IT Division, CSIR Cx at the end of every calendar month for verification.
2. The service provider would proactively initiate necessary action for smooth operations of LAN infrastructure at CSIR Cx.
3. The service provider would bring all the necessary tools and expertise for the maintenance work.
4. The cabling would be labelled as per the IT Divisions, CSIR Cx schemes defined schedules.
5. The nodes would be tested using standard penta scanner testing and reports should be submitted to IT Division, CSIR Cx for verification. The onsite maintenance support staff should have their own/vendor vehicle and mobile phone to facilitate them at work place. All the charges towards fuel, maintenance of vehicle and mobile phones/call charges shall be borne by the vendor.
6. Annual maintenance contract will be comprehensive and will cover all LAN components/switches/cables/conduits/connectors/power adaptors/patch cords/ I/O ports and supports etc.
7. All the complaints should be attended to immediately. If any of the complaint/problem could not be solved within four hours, then suitable standby replacement of defective LAN component etc. will have to be provided by the contractor at no extra cost and the problem should be solved as early as possible.
8. Availability of Network connectivity at each client computer has to be ensured by the vendor, which may include repair/replacement of LAN Cables (structured/ loose cables)/connectors/patch cords etc at vendor's cost.
9. The contractor should carry out preventive maintenance during the last month of each quarter, otherwise the bill for that quarter shall not be cleared.
10. Replacement of parts/equipment/switches should preferably be of the same model, make and capacity or better and the cost of replacement will be borne by the contractor.
11. The contractor should have CNE's, MCSEs, or other Certified Engineers on his roles to take care of network and provide satisfactory solution on the spot.
12. The comprehensive Maintenance includes replacement (if required) of patch cords, cascading cords (structured/ loosely hanging cables) at contractor's cost, using standard CAT5/CAT6 cable. In case of any fault, replacement & installation of PVC conduit/batten or flexible pipe etc for the existing structured cabling, has to be done by the contractor at his own cost.
13. For properly fixing of loosely hanging UTP cables, jobs may be assigned by HRDG, CSIR(Cx) to the contractor from time to time. The contractor should carry out the cable laying jobs (using conduit, batten etc) as assigned to him, on the prevailing DGS&D rates for the supply, installations and testing of PASSIVE network components (ie UTP Cable, conduit, batten, bends, racks, I/Os, jack panels, patch cords etc). At present the Rate Contract no. NETWORKING/IT-1/RC-


विनोद कुमार जुलका 20.04.11
भंडार एवं क्रय अधिकारी
वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद
सी. एस. आई. आर. कॉम्प्लेक्स
लाइब्ररी एवेन्यू, पुसा, नई दिल्ली-12

710X0000/0311/81/04152/3360, Dated : 05-MAY-2010 valid up to 31 Mar 2011.
This newly laid cabling will automatically become part of existing LAN and has to be maintained by the contractor for the remaining duration of the contract, at no extra cost to HRDG, CSIR(Cx)

14. In case the current DGS&D Rate Contract expires and new Rate contract in not yet published, the contractor should continue to supply and install PASSIVE LAN components at the last DGS&D rate contract till the time, the new DGS&D RC becomes effective.
15. Payment shall be made to the contractor after completion of each quarter. Contractor has to provide the bill duly signed by Head IT or his deputy as the case may be for release of payment.


 20.04.11

विनोद कुमार जुलका
भंडार एवं क्रय अधिकारी
वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद
सी. एस. आई. आर. कॉम्प्लेक्स
लाइब्ररी एवेन्यू, पुसा, नई दिल्ली-12

7

Annexure 'C' to
CSIR Cx Award Letter No.
CSIRCx/Pur/CAMC LAN/10-11 dated 15.04.2011

	Scope of work :	
	Comprehensive Annual Maintenance of Local Area Network (LAN) of Computers at CSIR Complex, Library Avenue, Pusa, New Delhi 110012, including HRDG Guest House using CAT5/CAT6 UTP (AT&T) cable and following components:	
1	Nodes	200
2	NORTEL Switches 10/100(24 Port) Bay Stack 350-24T	06
3	D-Link Switches 10/100(24 Port) DES 3026	01
4	D-Link Switches 10/100(24 Port) DES 1024D	07
5	D-Link Switches 10/100(16Port) DES 1016D	02
6	NORTEL Switches 10/100(12 Port) Bay Stack 350-12T	03
7	D-Link Switches 10/100(08Port) DES 1008D	20
8	Surecom Switches 10/100(08Port)	02
	and supply, installation and testing of PASSIVE LAN items as and when required, as per DGS&D Rate Contract, effective from time to time. The scope of work includes: Diagnostics of fault in any of the cable using scientific instrument (penta scanner). Maintenance of terminations I/O at Jack Panel/ face plate. Maintenance (replacement if required) of patch cords, cascading cords at contractor's cost, using standard CAT5/CAT6 cable. Replacement & installation of PVC conduit/batten or flexible pipe in case of any fault repair at contractor's cost. Replacement of faulty power adaptors for switches at item no 7 and 8 at contractor's cost.	


 20.04.11
 विनोद कुमार जुलका
 भंडार एवं क्रय अधिकारी
 वैज्ञानिक तथा औद्योगिक अनुसंधान परिषद
 सी. एस. आई. आर. कॉम्प्लेक्स
 लाइब्ररी एवेन्यू, पुसा, नई दिल्ली-12