

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI.
DIRECTORATE OF EDUCATION**

I.T. Branch, Room No-01, Luncknow Road, Timar pur ,DELHI-110054

["http://www.edudel.nic.in"](http://www.edudel.nic.in)

No:DE-18/16/(107)/EDP/2006/

Dated:

To,

Subject: Request for Annual Maintenance Rates.

Sir/Madam,

Please quote your most competitive rate for the above mentioned work. The description of machines (Servers) is given in (Annexure-I). You should quote your rate in sealed envelop in the Performa of Tender form (Annexure-II).

The sealed envelope should reach the Assistant Director of Education (IT), Directorate of Education, IT Branch, Room No. 1, Lucknow Road, Timar Pur Delhi. Latest by 12-07-2010 up to 01.00 P.M. No tender will be accepted after the expiry of stipulated date and time.

Thanking You

Yours Faithfully

(V C PACHAURI)
ASSIST. DIRECTOR OF EDN (IT)

Annexure-I

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No:DE-18/16/(107)/EDP/2006/**Dated:****TENDER-NOTICE**

Sealed tenders are invited from HP authorized service centers/ Service partner for comprehensive AMC of HP make Servers installed at LNDC(Laxmi Nagar Data Centre)scope building, Laxmi Nagar, Delhi. The specifications of Servers, which are to be covered under AMC, are as follows.

A	System Details	Make	Model	Serial Number	Serial Number	Serial Number	Serial Number
B	Main Unit	HP	DL360	CN763202EP	CN76302EN	CN76302EM	CB76302ER
	System Configuration						
	Motherboard	HP	CHIPSET SL 76G	NIL	NIL	NIL	NIL
	CPU	INTEL	Xeon 3.2 GHz with 2 MB L2 Cache	NIL	NIL	NIL	NIL
	Memory (No. of module & size)	Hp Part no 345113-851 (Total 6 nos Dimm Slots)		4 GB (4 * 1GB DDR-400 RAM)	4 GB (4 * 1GB DDR-400 RAM)	8 GB (4 * 2GB DDR-400 RAM)	8 GB (4 * 2GB DDR-400 RAM)
	Video Controller (Video Buffer: 8 MB)	ATI	Rage XL PCI FAMILY	INTEGRATED	INTEGRATED	INTEGRATED	INTEGRATED
	Integrated ultra 320 SCSI Controller	HP	Smart array 6i	INTEGRATED	INTEGRATED	INTEGRATED	INTEGRATED
	Ethernet Controller (Gigabit or 10/100Mbps)	HP	D33025 Gigabit Ethernet Controller	00110A60A6D6	00110AGOAI6F6	00110A60ABEO	00110A60A210
	SCSI HDD (Host Swap/Non Hot Swap) 2*146.8 GB HS HDD)	Seagate/HP	St3146707LC/BD146 8A4C5	3KS4VPE4 & 3KS52LLC	3KS52G2T & 3KS54MRN	3KS52EGK & 3KS52S37	3KS4VPE4 & 3KS52LLC
	DVD ROM DRIVE, CDROM (*) & FDD 1.44MB	1. HP DVD ROM DRIVE 2. HP CD-ROM DRIVE 3. HP	1. DVD ROM Drive part No. 1977067R-47 (Model DV-28E) 2. CD-ROM Drive Model GCR-8240N(E56C) 3. FDD Part no. 361402-001	DVD Sr. no 1253605 CD ROM Sr. no 788b602KKTA ORX 3. FDD Sr. no NIL	DVD Sr. no 1253609 CD ROM Sr. no 788B602KKTA ORY 3. FDD Sr. no NIL	DVD Sr. no 1253615 CD ROM Sr. no 788b602KKTAO RV 3. FDD Sr. no NIL	DVD Sr. no 1253605 CD ROM Sr. no 788B602KKTA AORX 3. FDD Sr. no NIL

		FDD					
	SMPS (2*460 WHS) HS/Non HS	HP	DPS-460VVV (Hot Swappable)	AGLD0623243 444 & AGLD 0624268247	AGLD0622239 155 & AGLD 0624268293	AGLD06242681 25 & AGLD 0623243389	AGLD062324 4169 & AGLD 0624268263
	Cabinet (No. of Bays – FA3.5”3, DVD ROM Drive:1, HS:4, Total:4)	HP	HP	NA	NA	NA	NA
	Fibre Channel HBA	Qlogic	Part No. 283384-001	MY90606274	MY90606272	MY90606817	MY90606277
C	OS DETAIL						
	Installed OS name & ver.	Microsoft Windows 2003 Server					

All the tenderers are requested to submit sealed covered tender forms duly filled and addressed to Assistant Director of Education (IT), Directorate of Education, IT Branch Room No. 1, Lucknow Road, Timar Pur, Delhi. **latest by 12.07.2010 upto 01:00 PM.** No tender will be accepted after the expiry of stipulated date and time.

The **Tenders will be opened on same day at 4:00 P.M.** in the Office of Assistant Director of Education (IT), Directorate of Education, IT Branch, Room No. 1, Lucknow Road, Timar Pur Delhi.

The **Contract Agreement** shall be strictly according to the **Schedules, Terms and Conditions, Security Deposit, Payment Terms, Force Majeure, Systems availability, Arbitration** specified in the **Draft Agreement** attached herewith.

Director of Education reserves all the rights to accept/reject any or all tenders in part or full without assigning any reason(s).

It is suggested that only serious and efficient parties should apply. **The parties should go through the penal provisions before applying for the contract.**

For any clarification regarding Configuration/ Installation of all or any AMC Item, Computer Cell may be contacted at **Telephone Number: 23811834** or through **e-mail: apocc@hub.nic.in.**

(V C PACHAURI)
Assistant Director of Education (IT)

Encl.:

1. Tender Form
2. Draft Maintenance Agreement

Annexure-II

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI.
DIRECTORATE OF EDUCATION**

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TENDER-FORM

A	System Details	Make	Model	Serial Number	Serial Number	Serial Number	Serial Number
	Main Unit	HP	DL360	CN763202EP	CN76302EN	CN76302EM	CB76302ER
B	Total Amount (in Rs.)						
	Total Amount for servers AMC(in Rs.)						

with Seal

Authorized Signatory

ANNUAL MAINTENANCE AGREEMENT

This Maintenance Agreement is made at New Delhi on _____ of _____ 2010 (Two Thousand Ten) for the period of one year from _____ to _____ between the President of India represented by duly authorized and competent officer, Director of Education, Directorate of Education, Government of NCT of Delhi, Old Secretariat Delhi - 110054, hereinafter referred to as "First Party" which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office and assigns on the one part and Second Party acting through its authorized representative, duly authorized by Second Party, with its registered office address....., which expression shall unless excluded by or repugnant to the context shall include its representative, executives and assign on the second party.

Whereas the Govt. of National Capital Territory of Delhi has the Servers shown in this Agreement hereof and is now desirous of availing the Comprehensive Maintenance Services for its Servers installed at LNDC(Laxmi Nagar Data Centre)slope building, Laxmi Nagar, Delhi. Second Party has agreed to perform the said maintenance services of the Servers as mentioned in this agreement and limited to the Servers covered by this agreement.

Now, therefore, it is hereby mutually agreed as follows:

1.0 SCHEDULES TO THE AGREEMENT:

The following schedules form an integral part of this agreement:

Schedule -I --- Details of Servers

1.1 However during the currency of the agreement, the department is at liberty to add to, or delete from, this schedule any numbers of Servers, if so warranted. In case of addition of work, services will be performed; the same will be done on already agreed and settled rates for the main contract maintenance.

2.0 TERMS & CONDITIONS OF THE MAINTENANCE CONTRACT FOR THE SERVERS:

2.1 Second Party, shall truly and faithfully carry on the said job as is done by the services/business houses in proper manner/standard fashion for the comprehensive maintenance of Servers, as mentioned in Schedule- I to the full extent and satisfaction of first party for the whole period of one year i.e. from to

2.2 The comprehensive maintenance includes preventive maintenance/quarterly regular services of Servers and/or replacement of any items necessary for keeping Servers active and free from any defects/disturbance and also on

any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of Servers. The replacement of defective spares with good quality and standard original spares will be done by Second Party, without any extra charge of any kind.

- 2.3 The comprehensive maintenance shall be carried out primarily on-site. In case, Second Party feels that the equipment cannot be repaired at site, they will carry and deliver the equipment at their own cost and risk to get it repaired promptly, after installation of same standard hardware as stand by from second party.
- 2.4 The Operating environment condition in which the equipment is presently installed is quite satisfactory and Second Party will not raise any condition with regard to the working environments for the equipment covered under AMC.
- 2.5 Response time for maintenance call should not exceed 2 hours.
- 2.6 The system down time should not exceed 12 hours from the time at which the complaint was made. If the down time is more than 12 hours, Second Party will provide a stand by system. In case the system is not repaired or an alternative system not supplied within the period of 12 hours from the time of failure report then the first party may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from Second Party.
- 2.7 The Company will provide two **Customer Care Number** and **one e-mail ID** to register the complaints.
- 2.8 If the Second Party fails to deposit the Bank Guarantee within the specified time, the Director of Education may terminate the agreement and may declare Second Party black-listed.
- 2.9 Second Party shall maintain the comprehensive maintenance includes preventive maintenance/ quarterly regular service of the Servers. The replacement of defective spares with original good quality and spares will be done by Second Party, without any extra charges of any kind.
- 2.10 Second Party will ensure 99% uptime for Servers failing, which the First party, will impose a penalty as proposed under. However before imposing penalty, the First party will issue a show cause notice in which the details of downtime will be mentioned. It will also include the penalty proposed to be imposed on Second Party. The breakdown time will be worked out as under:-

Total machines days (X) = (No of Servers) * No of Working Days in a quarter

Break-downs (Y) = (No of Servers) * No of breakdown days

Percentage uptime (Z) = ((X-Y) / X)*100

Penalty Amount = ((99-Z)*quarterly payment)/100)
- 2.11 If the defect continues for more than **24 HOURS**, an alternate system shall be provided by the second party. If the defect continues for more than **72 HOURS**, the Director of Education may impose penalty or cancel the contract as per his discretion and the security deposit will be forfeited.

2.12 The defective Equipment shall be repaired/replaced on the place from where the Equipment is installed.

2.13 Second Party shall take all the preventive measures, which are necessary for the upkeep of all the items.

2.14 Second Party shall submit a Monthly Report of the Equipments about their status of functioning whether they are faulty or under repair or functioning well.

2.15 The decision of Director of Education in the matter of timings etc. of the lodging a complaint, amount of penalty etc. will be final and binding on Second Party.

2.16 The Decision of Director of Education will be final in case of any dispute or claim arises.

3.0 SECURITY DEPOSIT:

3.1 The second party shall deposit 10% of the AMC amount as security deposit with the first party at the time of signing the agreement. This amount shall be refunded to the second party by the first party upon determination or expiration of this agreement after adjusting such dues or claims or both as may remain unpaid by the second party to the first party within a month termination or expiration of this agreement.

4.0 PAYMENT TERMS:

4.1 The total maintenance charges for one year are Rs.....shall be payable to the second party. The payment towards the Comprehensive Annual Maintenance Contract will be made at the end of every three months, i.e. post quarterly. For this purpose, the Second party will have to submit the bill in the name of First party and payment shall be made by it within 15 days from the receipt of bill.

4.2 Enhancement or decrease or taxes, duties or prices or components, etc. will not affect the AMC rates during the entire period of AMC: no difference shall be paid or claimed as a result of the above.

4.3 In the event of non-satisfactory performance of maintenance services by the second party, first party shall have the right and discretion to terminate this agreement by giving one-month notice and to forfeit the security deposited by the second party.

5.0 FORCE MAJEURE:

5.1 The Govt. of National Capital Territory of Delhi or the second party, against the other, in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikers, riots, embargoes from any political reasons

beyond the control of any party including war (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party.

5.1.1 Has delayed the performance of its work as it was beyond its reasonable control and it has not been due to negligence or default on its part.

5.2 Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

6.0 SYSTEM AVAILABILITY:

6.1 In the event of any dispute as to whether the system downtime is due to damage caused by mishandling or system malfunctioning the issue will be referred to Department of Information Technology, Govt. of National Capital Territory of Delhi for a decision. The decision of the department of IT will be final and binding upon both the parties.

7.0 ASSIGNMENT:

7.1 The second party shall not assign this agreement or any part, thereof or any benefit thereunder without the written consent of Govt. of National Capital Territory of Delhi to any other party.

8.0 ARBITRATION:

8.1 In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of this agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration to the nominee of Lt. Governor of Delhi. The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties.

8.2 The parties shall continue to perform their obligations under this agreement during arbitration proceedings.

8.3 The venue for arbitration will be New Delhi.

9.0 THE AGREEMENT:

9.1 This document with Schedule I hereto signed by both the parties shall constitute the entire agreement binding on both the parties.

9.2 This agreement has been executed in two originals and each party has retained one original. In witness whereof each of the parties hereto has caused

this agreement to be executed as on the day, month and the year first above written.

First Party

For and on behalf of President of India

Name:

Designation:

(Rubber Seal)

Second Party

For and on behalf of M/S_____

Name:

Designation:

(Rubber Seal)

In presence of

Witness – I

Name:

Address:

In presence of

Witness – I

Name:

Address:

Witness – II

Name:

Address:

Witness – II

Name:

Address: