

INFORMATION TECHNOLOGY DEPARTMENT
NDMC: PALIKA KENDRA, NEW DELHI
Ph: 41501383(D), 41501353 - 60 Ext. 2701

No.D/ 434 /Dir(IT)/2017

Date: 27/Feb/17

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**Subject: Installation, and successful commissioning of 10 Mbps p2p Lease Line at Charkha Museum ,
Connaught Place**

Sir,

Quotations are invited from the established and renowned P2P service provider with valid licenses/permissions to provide P2P service provider from Govt of India in sealed cover duly subscribed with quotation no. and date. Your sealed quotation must reach this office by 3:00 P.M. on due date i.e. 02/03/2017 at room no. 7008 at 7th floor, Palika Kendra, NDMC.

It shall be responsibility of quotationer to ensure that their quotation reaches in time. As quotation received after the due date and time will not be considered.

	Description	OTC	ARC	Total Cost
1	10 Mbps P2P Link Between Location New Delhi Municipal Council Palika Kendra parliament Street, New Delhi-110001& Charkha Museum Connaught Place			
	Total Amount (Taxes Extra as applicable)			

CONDITIONS OF CONTRACT

1. Application

These Terms & conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

2. Standards

The software/Hardware Device and services supplied under this contract shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned to the authoritative standards, such standard shall be latest issued by the concerned authorities.

3. Prequalification

a) The Bidder should have successfully implemented similar nature of work (attach copies of work order)

At least one similar completed works costing not less than 80% of Tender estimate cost.

Or

At least two similar completed works costing not less than 60% of Tender estimate cost.

Or

At least three similar completed works costing not less than 40% of Tender estimate cost.

b) Bids are invited from established, reputed and experienced firm / company/ partnership firm registered under the Indian Companies Act, 1956. The Partnership Act, 1932 and who have their registered offices in India should be in the similar nature of Business for more than 3 years as on 31/1/2017 . The Bidder should have executed at least 1 similar work successfully in any Govt./State Govt./PSU/Govt. owned organization.(attach proof).

c) The bidder should have an annual turnover of Rs. 1 Cr. or above during each of the last 03 financial years excluding the current year. The bidder should provide audited balance sheets and annual report as documentary evidence.

d) The Bidder/OEM should have support services at 24 X 7. The support service should have toll free number.

- e) The service provider would ensure that the local loop provisioning does not violate any regulation as laid by Govt. of India/ TRAI in respects of such links/Networks. The ISP shall be responsible for making all the payments towards the local loop charges/rentals/ WPC and any other charges (Self declaration document is to be attached)
- f) The bidder **SHOULD NEVER HAVE BEEN** black listed /defaulted (in payment or in completion of the project) in any Govt./State Govt./PSU/Govt. owned organization.(attach self authorization letter).
- g) The Copies of Service Tax , PAN and VAT should be submitted

4. Scope of Work

The Scope of work necessarily, but exclusively, includes the following activities:

- a) Supply, Installation, Successful Commissioning of 10 Mbps p2p Lease Line at Charkha Museum , Connaught Place The onsite unconditionally support has to be made available for a period of 1 year from the date of Installation and Configuration.
- b) Complete maintenance of the NDMC premises (Termination Device) shall be sole responsibility of the Vendor.
- c) The link is required to be terminated in the router/firewall owned and managed by NDMC on Ethernet hand off.
- d) Vendor shall undertake to sign a Service Level Agreement with NDMC ensuring the High-availability and throughputs of the implemented system.
- e) Any extra items/equipment which may be need for successful installation/commission on supplied items will be supplied by firm with ought any extra cost.
- f) The bidder should provide end-to-end connectivity using its **own optical fiber**. No third party media will be entertained. No RF (Radio Frequency) connectivity is required.
- g) The P2P link have full dedicated 1:1 unshared Band Width.

5. Inspection and Tests

The purchaser shall have the right to inspect and/or test the conformity to the Contract Specification.

Should the system fail to conform to the specification, the Purchaser may reject them and the supplier shall either replace the rejected system or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

6. Arbitration

In the event of any dispute or differences arising between the contractor and the NDMC in connection with this contract, the same shall be referred to the sole arbitration of the Chairperson, NDMC or his nominee whose decision shall be final and binding on both the parties to this contract. The arbitration proceedings shall take place at Delhi and courts at Delhi shall have jurisdiction over the matter. The contract shall be interpreted in accordance with the Indian laws.

7. Warranty

The vendor will be responsible for **one year onsite comprehensive warranty from the date of successfully Installation.**

8. Schedule of completion of Project

Deliveries & Installations shall be completed by the firm in accordance with the terms specified by NDMC within 6 weeks from the date of receipt of work order. Any delay in installation & commissioning beyond time specified shall call for penalty as per Liquidated damages clause.

9. Technical Support

Technical Support for the all services/software/topic or a period of three years will be provided

- i. Provide operational guidance to NDMC staff & System Administrators as and when required.
- ii. Technical Support will be provided 24 x 7 x 4 through telephone, email, Chat or any other media.

10. Delay in the Suppliers Performance

Delivery of the Goods and performance of services shall be made by the supplier in accordance with the time schedule specified by the Purchaser in its Schedule of requirements. Any delay by the Supplier in the performance of its delivery obligations shall render the supplier liable to any or all of

_____ the sanctions forfeiture of its earnest money, imposition of liquidated damages and/or termination of the contract for default.

11. Liquidated Damages.

If the supplier fails to deliver 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 supply or unperformed service for 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.

12. Transportation

The Bidder/Supplier shall be required to meet all transport and storage expenses until delivery, installation/ implementation and during currency of the contract at NDMC sites in Delhi.

13. Proprietary Rights

The Bidder/Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights and other intellectual property rights, material piracy arising from use of the goods or any part thereof in the Purchaser's country.

14. Use of Contract Document and Information

The Bidder/Supplier shall not, without the Purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract.

15. Penalty Deduction

The penalty amount will be recovered from the security deposit or from any sum thereafter that may become due to the vendor out of this contract or any other contract with NDMC. The penalty may be adjusted from the security deposit till it exceeds 10% of the tendered amount.

16. Assignment

The supplier shall not assign, in whole or in part its obligations to perform under this contract, except with the Purchaser's prior written consent.

17. Amendments

No variation in or modification of the terms of the contract shall be made except by written communications

18. Contract Period

The contract between NDMC and Vendor shall be for a period of one year from the date of successful implementation. The contract may be extended up to seven years on performance basis. The contractor has to accept the extension of the contract on the same rate, Terms & conditions for a period of seven years. If there is downward trend in the market rates, the benefit will be transferred to NDMC on actuals.

NDMC reserves the right to increase/decrease bandwidth as and when required and the bidder will charge NDMC only for the increased/decreased bandwidth based on the corresponding negotiated bandwidth rate at pro rata basis.

The bidder will provide a single window service for last mile connectivity and bandwidth including ownership of media, hardware etc.

19. Payment Terms

The standard payment terms, subject to recoveries, if any, under the Liquidated Damages clause & Penalty Clause in the Tender terms and conditions will be paid to the firm :

90% of the OTC shall be paid after successful installation and commissioning of the link after satisfactory services report and on receipt of invoice in duplicate and 10% of the OTC shall be paid after satisfactory completion of the warranty period of one year or against 10% bank guarantee equivalent to contract value within warranty period as per NDMC prescribed format valid up to warranty period plus two months. No advance will be paid in any case.

The standard payment terms, subject to recoveries, if any, under the Liquidated Damages clause & Penalty Clause in the Tender terms and conditions will be paid ARC to the firm quarterly on successful completion of the quarter after satisfactory services on receipt of invoice in duplicate.

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 within the time period(s) specified in the contract Or If the Bidder fails to perform any other obligation(s) under the contract.

21. Force Majeure

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events will include wars, revolutions, fire, floods, epidemics, quarantine and freight embargo's.

22. Performance Security Deposit

The contractor shall have to give Security Deposit along with the acceptance of work order, which shall be equal to 10% of the total work order amount to NDMC within 30 days of notification of award. The security deposit can be in the form of Bank draft/ Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt drawn in favour of the Secretary, NDMC or Bank Guarantee valid till warranty period plus 2 months. Bid security should be refunded to the successful bidder on receipt of Performance Security.

23. 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.

If the bidder backtracks to carry out any/all services under scope of work then NDMC has the right to award the same work on his risk & cost to one of the bidders participating in the bids or from open market. It will also result in cancellation of award, forfeiture of EMD and encashment of Performance Bank Guarantee without assigning any reason to the firm.

24. No unauthorized code

The supplier shall not supply or install any software/device that the purchaser is not licensed to use, unless the product is activated by a required license.

25. 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.

26. Downtime Calculation

Downtime shall be calculated as $(\text{Total Time} - \text{Down Time}) \times 100 / \text{Total Time}$.

Deduction in payment will be made for downtime in the quarterly bills raised The response time for attending the faults will be 1 hour after they are reported The Service Provider will rectify the faults within 12 hours failing which; the bidder will arrange temporary replacements. The services shall be provided 24 X 7 days in a week. Downtime penalty in % of monthly payment:

S. No	Downtime	Penalty in % on monthly bill
1	> = 99.5%	0
2	> 99 to < 99.50	10
3	> 98.5 to < 99.5	20
4	> 98 to < 98.5	30
5	> 95 to < 98	50
6	> 90 to < 95	70
7	< 90%	100


22/2 Director (IT)