



सी एस आई आर - राष्ट्रीय धातुकर्म प्रयोगशाला
CSIR - NATIONAL METALLURGICAL LABORATORY

(वैज्ञानिक एवं औद्योगिक अनुसंधान परिषद) / (Council of Scientific & Industrial Research)

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ISO 9001:2008

No. NML-7(5/KRIT/SKC)/18-PS(1131)

Date : 14.03.2019

AMC ORDER

स्पीड पोस्ट/कूरियर

From : The Director,
CSIR- National Metallurgical Laboratory

To : M/s Hue Service Pvt. Ltd,
H.No. 229, Road No.4, Birsa Nagar,
Near Neelkanth Apartment,
Hatia Station Road, Ranchi – 834002, Jharkhand
Phone no.-7781000425 / 9304953754
Email : nirmal.kumar@hueservice.com/ranchi@hueservice.com

Sub : Award Of Comprehensive Maintenance Contract (CMC) For Maintenance Of
Servers, Computers & Networking Components etc.

Ref : Your quotation no. HSPL_RNC/NML_CMC/18-19/001 Dt. 29.12.2018

Sir,

With reference to the above subject, you are hereby awarded Comprehensive Maintenance Contract (CMC) For Maintenance Of Servers, Computers & Networking Components etc. for a period of three years with effect from 15.03.2019 as per the enclosed terms and conditions. The items covered under the comprehensive maintenance contract are detailed in Annexure I.

Yours faithfully,

Anand
14.03.19
(Anand Bharti)

Section Officer(S&P)

Encl : (a) List of items with their specifications (Annexure- I)
(b) Terms & Conditions (Annexure – II)

TERMS & CONDITIONS OF CONTRACT/PURCHASE ORDER

A. SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

- 1) **Order Acknowledgement / Confirmation:** The order confirmation should be received within 15 days from the date of issue of Purchase Order indicating detailed specifications of the equipment as mentioned in the Purchase Order including the value of the Purchase Order/ equipment. The schedule of the visit of the Service Engineer/(s) for inspection of the site may also be provided along with the order confirmation.

Order Acknowledgement/ Confirmation should clearly accept the terms & conditions of the Purchase Order and this NIT. In the event of any dispute the Purchase Order Terms & Conditions would prevail over the terms & conditions of the original quotation/ bid submitted by the successful bidder.

Once Order Confirmation has been provided by the supplier, then no claim for any cost escalation (due to exchange rate variation, material cost escalation, etc.) would be entertained by CSIR- NML. Order Acknowledgement/ confirmation should be clear and the content should be stated in unconditional and unambiguous terms.

- 2) The successful bidder/service provider, after receipt of final purchase order from CSIR-NML, shall do the survey of the listed items/systems, peripherals, etc. and give the list of such systems within seven working days to CSIR-NML so that the damaged systems shall be repaired by CSIR-NML before entering the system into the AMC list or the listed system shall be deleted from AMC list. The vendor has to raise the quarterly bill for the AMC of the remaining systems. If no list is provided by the successful vendor within the stipulated time, it shall be presumed that all listed systems are in working condition and the successful bidder agrees to cover all under comprehensive AMC.

- 3) The successful bidder/service provider i.e. **M/s Hue Service Pvt. Ltd, H.No. 229, Road No.4, Birsa Nagar, Near Neelkanth Apartment, Hatia Station Road, Ranchi – 834002, Jharkhand. Phone no.-7781000425 / 9304953754, Email : nirmal.kumar@hueservice.com/ranchi@hueservice.com** will station 2 (two) service engineers on every working day (should be a permanent employee of successful bidder) at CSIR-NML, Jamshedpur, with at least 1 (one) CCNA or MCNA or MCSE engineer with prerequisite knowledge of maintaining items as mentioned in Annexure D1. *(Copy of certificate for qualification is to be enclosed). The supplier shall ensure the following service norms:*

- a) Service availability timings: 09:30 hours to 17:30 hours, Monday to Friday & Saturday (if working day of CSIR-NML).
- b) The successful bidder will do the Asset Tagging for all individual items within one month after receipt of final purchase order for identification purpose of the items under AMC contract in consultation with AMC Coordinator/ GL IT Group.
- c) The Service response time must be less than 5 hours. If problem persists for more than 8 hours AMC vendor must provide the standby until the permanent solution in consultation with user.
- d) The successful bidder shall ensure an uptime of 90% of all PCs/Peripherals/Servers/all networking components.
- e) The resident engineers shall intimate the status of complaints pending/ rectified on daily basis. The engineers shall also maintain a log & submit a consolidated report furnishing the details of calls attended, remedial action taken and their status on a monthly basis.
- f) The residential engineer shall collect feedback on per call basis from user and submit the compiled report to the AMC Coordinator on weekly basis.
- g) The successful bidder shall provide services at following places: (a) CSIR-NML Main Building, Burmamines (b) Magnesium Pilot Plant (c) LSTF & MBPP Plant Area (d) Agrico & Tuiladungri Dispensary and (e) Official residence of the Director, CSIR-NML.

- 4) The successful bidder/service provider shall ensure that operating system and other necessary software as available with IT Group are loaded and in addition to that AMC vendor will provide the software support for the followings (a) Adobe

Acrobat Reader (b) JavaScript/ Java Support (c) Adobe Flash (d) 7 Zip/winzip (e) Google Chrome/Mozilla Firefox/Opera (none is covered under OS) (e) Installation of Antivirus (f) other freeware software which are essential for performing day to day work on the system.

- 5) The Successful bidder /service provider shall provide comprehensive AMC for all items as listed in Annexure-I including Networking components (Active & Passive), UPS (including batteries with minimum back up time of 15 minutes) and Laptops (including batteries with minimum backup time of 45 minutes). AMC vendor will ensure that the replacement parts are the same or better. In case the same make of component is obsolete, AMC vendor will replace the defective component with new one that is equivalent/better in configuration in consultation with AMC Coordinator / GL IT Group. The obsolescence of components shall not be taken as an excuse for declaring faulty hardware "Repair Not Possible (RNP)". In case it becomes impossible to maintain the hardware due to obsolescence of the technology, the vendor, shall suitably upgrade them without any extra charge. Transportation and safety of hardware from NML site to repair center (if required) and vice versa shall be sole responsibility of AMC Vendor.
- 6) The successful bidder/service provider shall maintain the Passive components viz. CAT6/Fiber cables, I/O boxes. Patch cords (CAT6 & Fiber), LIU Patch Panels (Punching/ Connectorization / FO Splicing (if required, for network restoration on urgent basis), replacement with NEW passive components (if required), relaying of CAT6/Fiber cables and change the faulty cables (if required) & Saddling of sagging network cables at No Extra Cost.
- 7) The Successful bidder/service provider will do the preventive maintenance of all the Computers, Servers, Workstations, Active Networking components and peripherals under AMC once in every six month from the receipt of final Purchase Order.
- 8) Defects due to lightening, mouse-cut, over voltage/ power surges (voltage above 250 volts as certified by Electrical Engineering Unit of CSIR-NML), computer system equipped with specialized communication card & software, connected with specialized equipment etc would not come under the purview of comprehensive AMC and the cost would be borne by CSIR-NML.
- 9) CSIR-NML reserves the right to procure spares from vendors other than AMC vendor for upgrading of its computers and peripherals.

10) **INCLUSION / REMOVAL OF ITEMS DURING AMC PERIOD :**

During the course of AMC tenure, if a new item, not in AMC list, needs to be included in the existing list under the same category (on PIR Holder’s written request to AMC Coordinator/ GL IT Group), then a letter from SPO, CSIR-NML shall be given to the AMC vendor (after any quarter) after which they have to provide maintenance for the item included. The AMC vendor can do necessary changes in their quarterly billing with a copy of letter from CSIR-NML for inclusion of items (if any).

During the course of AMC tenure, if an item covered under ongoing AMC, needs to be removed from the existing list of item under AMC (on PIR Holder’s written request to AMC Coordinator/ GL IT Group), then a letter from SPO, CSIR-NML through Purchase Section shall be given to the vendor (after any quarter) after which AMC vendor has to amend the list and bill for the remaining items only with a copy of letter from CSIR-NML for deletion of items (if any). Please note that any deletion / removal of item from AMC list can only be done based on the approval of GL IT Group and the recommendations of the Standing Disposal Committee of CSIR-NML.

- 11) The successful bidder/service provider shall maintain the following Spares at CSIR-NML main building at any time for which the necessary space would be provided by GL, IT Group:-

a)	Almirah with Lock & Key	1 No.
b)	New Branded Computer (only CPU)	2 Nos.
c)	19.5" TFT Monitor	2 Nos.
d)	B&W Laser Printer	2 Nos.
e)	A4 Scanner	2 Nos.
f)	400w SMPS	4 Nos.
g)	SATA HDD	4 Nos.
h)	New Keyboard & Optical Mouse	3 Nos. each

i)	Compatible or equivalent Motherboard	2 Nos.
j)	CMOS battery	10 Nos.
k)	24 port non-SNMP switch	3 Nos.
l)	Hand Portable blower	1 No.
m)	Network troubleshooting tools, Crimping/ Punching Tool, Multi meter	1 No. each
n)	Tools for repairing Computers/Printers	2 Nos.
o)	External DVD Drive	2 Nos.

- 12) The Successful bidder/ Vendor shall submit the certificate from Jamshedpur Notified Area Committee & Trade License within one month of receipt of the offer from CSIR-NML.
- 13) **VALIDITY:** The AMC contract shall remain valid for a period of three (03) years subject to satisfactory performance of vendor for which Performance review committee will be constituted by the Director, CSIR-NML. The contract can be extended beyond three years for a maximum of six months or a minimum of three months if the decision making committee decides to call the supplier for a negotiation to maintain the rates as it is as per AMC or to further lower the rates based on the market survey by the committee or on the basis of similar order copies of govt. organization/ corporate offices and then finalize on extension of the existing contract.
- 14) **PAYMENT:** Payment will be made against pre-receipted invoice, on post quarterly basis, within 30 days (from the date of quarter ending) subject to submission of satisfactory service report duly certified by competent authority CSIR-NML. AMC vendor has to provide account details in invoices for effecting e-payment.
- 15) **TAXES:**
- (I.) GST @18% extra on the basic AMC charges.
 - (II.) **TDS will be deducted as per Para 36 of GCC.**
- 16) **GATE PASS AND ROAD PERMIT:** if it is felt necessary to take the material out of CSIR-NML for repair, the AMC vendor is required to get approval from IT Group. Gate Pass will be issued by Central Stores/ User Division on the request of the PIR holder and approved by HOD/ PL. E-way bill will be arranged by the Service provider.
- 17) **ASSIGNMENT:** The supplier shall not assign in whole or in part their obligation to perform under the contract, except with the Purchaser's prior written consent.
- 18) (I.) **PREMATURE TERMINATION OF THE CONTRACT:** - CSIR-NML would terminate the contract on unsatisfactory performance of the vendor. "Unsatisfactory Performance" would mean - AMC Vendor is unable to provide permanent solution to a problem within 21 days of lodging the complaint, if such instances occur more than three times in a single quarter or six times in a year, then termination would be effected based on the recommendation of AMC Coordinator, Group Leader IT Group and Head - KRIT along with the approval of Purchase Committee and the Advisor Management. Termination/debarring the firm from business would be effected in such cases where serviceable and performing assets of CSIR-NML have been taken by the AMC vendor and cannibalized and returned in unserviceable form "Not fit for use" or subsequently not returned even after three persistent reminders. In aforesaid case CSIR-NML would initiate termination/debarring the firm from business for the period as decided by the Director, CSIR-NML.
- (II.) The Director CSIR-NML reserves the right to terminate the comprehensive Maintenance Contract at any point of time by giving one month notice period without assigning any reason without prejudice to any other CSIR-NML's right under this contract.
- 19) **Financial Compensation:**
- CSIR- NML will not accept any claim towards any new scope of work additionally added by the party and thereby not be liable to any claim or any sort of financial compensation. If there is any new scope of additional work proposed by the bidder then it would be due to lack of understanding of the technical specifications contained in this NIT on the part of the bidder.

- 20) All the terms & conditions mentioned in our Enquiry No.NML-3(5/KRIT/SKC)/18-PS(36) dated 29.11.2018 will be the part & parcel of this purchase order/contract.
- 21) **Liquidated damage** : The penalty (Liquidated Damages) shall be 0.5% per week or part of a week towards late delivery and towards delay in installation and commissioning. The maximum amount of liquidated damages shall be 5%. The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
- 22) **FORCE MAJEURE** : In case of an event or situation beyond the control of the supplier/Service provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier. Such events like wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes, thunderstorms, lightening may be considered as not foreseeable and unavoidable by the supplier and thus the supplier can approach the force majeure committee of the institute for redress.
- 23) **APPLICABLE LAW**: The contract shall be interpreted in accordance with Laws applicable in India and subject to jurisdiction of the court in Jamshedpur (Jharkhand) India only.
- 24) **ARBITRATION** : All disputes will be referred to the Director General, Council of Scientific & Industrial Research (CSIR), New Delhi for arbitration. The decision of the Director General, CSIR will be final and binding on both the supplier and CSIR-NML.
- 25) **INTEGRITY PACT** : The integrity pact envisages an agreement between the prospective bidders/vendors with the buyer committing the persons/officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. IP also envisages Panel of Independent External Monitors (IEMs) which shall be provided/recommended by CSIR/its labs and institutes & approved by CVC. In this contract, there is no need to enter into a separate integrity pact. However vendor must comply with the essence and purpose of I P that is not to exercise any corrupt influence on any aspect of the contract / Purchase Order.
- 26) CSIR PURCHASE RULES OF GOODS & SERVICES – 2008 and CSIR PURCHASE MANUAL OF BEST PRACTICES – 2008: In addition to the terms and conditions set forth herein, the General Conditions of contract (GCC), Special Conditions of Contract (SCC) and the other guidelines as specified in the CSIR Purchase Rules of Goods & Services-2008 and CSIR Purchase Manual of Best practices-2008, will also be applicable to this Procurement. The details of said rules and manual are available on our website [www. csir.res.in](http://www.csir.res.in).