



# Request for Proposal (RFP)

For

## Annual Maintenance Contract (AMC) of Desktops and Printers etc. (2020-22)

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**Delhi Tourism & Transportation Development  
Corporation Ltd (DTTDC)**

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## Delhi Tourism & Transportation Development Corporation Ltd

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## Fact Sheet

S. No.	Particular	Details
1.	<b>Selection Method</b>	Least Cost Selection (LCS)
2.	<b>Availability of RFP</b>	RFP can be downloaded from e-Procurement platform of Delhi Government Website Address: ( <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> )
3.	<b>EMD</b>	Earnest Money Deposit of amount Rs. 25,000 (Rs. Twenty Five Thousand only) in the form of <b>Demand Draft/FDR</b> in favour of DTTDC Ltd. and <b>payable at Delhi</b> and issued from any of the nationalized Scheduled Commercial Banks located in Delhi/NCR valid for a period of 200 days
4.	<b>Performance Bank Guarantee (PBG)</b>	10% of the total cost of contract in the form of <b>Demand Draft/FDR/Bank Guarantee</b> in favour of <b>DTTDC Ltd. and payable at Delhi</b> and issued from any of the nationalized Scheduled Commercial Banks located in Delhi/NCR
5.	<b>Nodal Officer for correspondence and clarification</b>	Sh. Maniksha Bakshi, Dy. Manager (IT) 18-A, DDA SCO Complex, Defence Colony, New Delhi -110 024 01124618026, 24647005 <a href="mailto:edpho@delhitourism.gov.in">edpho@delhitourism.gov.in</a>
6.	<b>Last date for Pre bid queries</b>	25-03-2020 at 12:00 noon
7.	<b>Pre bid Meeting</b>	A pre-Bid meeting will be held on 24-03-2020, 12:00 Noon at <b>DTTDC Head Office, 18-A, DDA, SCO Complex, Defence Colony, New Delhi</b>
8.	<b>Bid Submission Start Date</b>	17-03-2020 at 12:00 noon
9.	<b>Last date of bid submission</b>	09-04-2020 upto 03:30 PM
10.	<b>Opening of Technical Bid</b>	09-04-2020 at 04:00 PM
11.	<b>Opening of Financial bid</b>	To be intimated later through e-procurement system of GNCTD

## 1. Request for Proposal

Tenders are invited from eligible, reputed, qualified vendors for providing annual maintenance contract (AMC) of Desktops and Printers etc. for a period of 2 years.

## 2. Background Information

### 2.1. Basic Information

- a) DTTDC Ltd invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Companies/Agencies (“Bidders”) for selection of “AMC Vendor”.
- b) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this tender process.
- c) Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- d) The bidders submitting an application through e-tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the application. The application must be unconditional.

### 2.2. Project Background

DTTDC Ltd. intends to select vendor for comprehensive maintenance which includes preventive maintenance quarterly/regular services of the Desktops, Printers etc. and/or replacement of any items necessary for keeping the Desktops and Printers etc. active.

### 2.3. Key Information

#### **About the Department**

DTTDC Ltd. (A Delhi Government Undertaking)

Promotion of Tourism and allied activities

## 3. Instructions to the Bidders

### 3.1. General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.
  - b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DTTDC Ltd. on the basis of this RFP.
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- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of DTTDC Ltd.. Any notification of preferred bidder status by DTTDC Ltd. shall not give rise to any enforceable rights by the Bidder. DTTDC Ltd. may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of DTTDC Ltd..
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- e) The price charged for the services provided under the contract by the Bidder shall in no event exceed the lowest price at which the said Bidder provides the services of identical description to any person/organisations including Govt. agencies/PSUs/State Govt./ Central Govt.

### 3.2. Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - Include all documentation specified in this RFP;
  - Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - Comply with all requirements as set out within this RFP.

### 3.3. Pre-Bid Meeting & Clarifications

#### Pre-bid Conference

- a) DTTDC Ltd. shall hold a pre-bid meeting with prospective bidders on the date, time & venue as mentioned in fact sheet.
- b) The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference & Page Number	Content of RFP requiring Clarification(s)	Points of clarification
1.			
2.			
3.			

- c) DTTDC Ltd. shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the DTTDC Ltd..

#### Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by the DTTDC Ltd. will endeavour to provide timely response to all queries. However, DTTDC Ltd. makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DTTDC Ltd. undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, DTTDC Ltd. may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the e-procurement, GNCTD website.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.

In order to provide prospective Bidders reasonable time for taking the corrigendum into account, DTTDC Ltd. may, at its discretion, extend the last date for the receipt of Proposals.

### 3.4. Tenure of the Contract

The AMC contract will be valid for 02 year with effect from signing of contract between DTTDC Ltd. and selected bidder.

### 3.5. Key Requirements of the Bid

#### **Right to Terminate the Process**

- a) DTTDC Ltd. may terminate the RFP process at any time and without assigning any reason. DTTDC Ltd. makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by DTTDC Ltd.. The bidder's participation in this process may result DTTDC Ltd. selecting the bidder to engage towards execution of the contract.

#### **RFP Document Fees**

RFP can be downloaded free of cost as per e-Procurement guideline.

#### **Earnest Money Deposit (EMD)**

- a) Bidders shall submit the EMD in the form of a Demand Draft OR FDR issued by any nationalized bank in favour of DTTDC Ltd., payable at Delhi, and should be valid for 200 days from the due date of the tender / RFP.
  - b) EMD of all unsuccessful bidders would be refunded by DTTDC Ltd. within 2 month or on 60<sup>th</sup> day of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
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- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
  - If the Bidder withdraws or amends its tender or impairs or derogate from the tender in any respect within the period of tender
  - If the successful Bidder fails to furnish the required Bank Guarantee. No exemption from filling of EMD shall be allowed, even to PSUs and/or Co-operative Organisations.
- f) The EMD should be sealed in an envelope. The envelope should clearly show
  - Name of the company submitting the EMD
  - Tender Number : \_\_\_\_\_

### **Submission of Proposals**

- a) The bidders should upload the completed bids on the Delhi Government e-Procurement portal <http://govtprocurement.delhi.gov.in>.
- b) The Response to Technical Proposal and Commercial Proposal should be uploaded respectively.
- c) Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.

### **Registration on e-Procurement Platform**

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Bids must be submitted online through e-portal <https://govtprocurement.delhi.gov.in> on or before the stipulated time mentioned in the Fact Sheet. Department does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam for online bids No bid will be accepted after the said date & time for submission of the bid.

#### Instructions to Bidders for Registration on e-Procurement Platform

- 1) In order to participate in e-procurement platform the vendor should register (if not already registered) on e-procurement platform of GNCTD after paying the registration fee as applicable in the form of Demand Draft only, in favour of Delhi e-Governance Society (DeGS).
- 2) The Demand Draft should be submitted physically at e-Procurement Cell, 6<sup>th</sup> Floor, B-Wing, Vikas Bhawan –II, Bela Road, near Metcalf House, Delhi.
- 3) The vendor should have class – II Digital Certificate.
- 4) The vendor can take the training on e-Procurement platform of GNCTD at e-Procurement Cell, 6<sup>th</sup> Floor, B-Wing, Vikas Bhawan –II, Bela Road, near Metcalf House, Delhi.
- 5) For any clarification on e-Procurement System, please contact at Help Desk number (011-23813523-24) and email [e-proc@nic.in](mailto:e-proc@nic.in)

#### **Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal issued by the company.

### **3.6. Preparation of Proposal**

#### **Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DTTDC Ltd. to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

DTTDC Ltd. will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **Language**

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

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### 3.7. Consortium

No consortium, subletting or hiring services of other company for execution of this job shall be allowed.

### 3.8. Evaluation Process

- a) DTTDC Ltd. shall constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by DTTDC Ltd. shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- d) The Proposal Evaluation Committee may recommend for rejection of any or all proposals on the basis of any deviations.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

#### **Tender Validity**

The offer submitted by the Bidders should be valid for minimum period of **180 days** from the date of submission of Tender.

#### **Tender Evaluation**

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
  - Are not submitted in as specified in the RFP document
  - Received without the Letter of Authorization (Power of Attorney)
  - Are found with suppression of details
  - With incomplete information, subjective, conditional offers and partial offers submitted
  - Submitted without the documents requested in the checklist
  - Have non-compliance of any of the clauses stipulated in the RFP
  - With lesser validity period

In case of rejection of bid, DTTDC Ltd. shall notify the concerned bidder along with reasons of rejection.

- b) All responsive Bids will be considered for further processing as below.
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DTTDC Ltd. will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.



## 4. Criteria for Evaluation

### 4.1. Technical Qualification Criteria

Guideline: Tenders will be evaluated based on evaluation criteria and score is provided based on fitment of vendor in that criteria.

- i. All Requirements are Mandatory. Bidder must fulfil all requirements to qualify for financial bid.
- ii. Basis of evaluation should be updated based on the amount of AMC work.

S. No	Criteria	Basis for evaluation	Supporting
<b>(A)</b>	<b>Company Profile</b>		
1.	Legal Entity	Valid Legal Entity	Certificate of Incorporation and Articles of Association of the Participant in case of Company / Limited Liability Partnership Agreement in case of LLP
2.	Certificates	Valid GST Registration Certificate Tax, Income Tax and PAN Registration	<ul style="list-style-type: none"> <li>▪ Valid GST Registration Certificate;</li> <li>▪ Income Tax Return For last three FY (2016-17, 2017-18, 2018-19) and;</li> <li>▪ PAN;</li> </ul>
3.	Average Annual Turnover during the last three financial years (FY 2016-17, 2017-18, 2018-19) generated from AMC of Desktops, Printers etc.	More than or equal to 25 Lakhs	<p>Extracts from Audited/Certified financial statements and Balance sheet for last three financial years as per financial year of participating company/firm;</p> <p>OR</p> <p>Certificate from Chartered Accountant and Authorized Signatory</p>

S. No	Criteria	Basis for evaluation	Supporting
4.	Number of Service Engineers or equivalent (B.E./ B.Tech.) working in the company	More than 2 Service Engineers	Declaration by HR head of the Company.
5.	Number of technicians or Equivalent (B.E./ B.Tech. /Diploma Certificate) working in the company	More than 2 Technicians	Declaration by HR head of the Company.
6.	Geographical presence of the firm/company	Presence of office in NCR	Certificate by Authorized signatory with Address of office in NCR
7.	ISO Certificate	ISO 9001:2008 Certificate	Copy of Valid ISO 9001:2008 certificate to be submitted certified by authorized signatory
<b>(B) Relevant Experience</b>			
8.	Bidder should be an established experienced in maintenance of IT Hardware including Printers desktops etc	<p>Bidder must have successfully undertaken at least the following Numbers of assignments Related to maintenance of IT hardware including desktops, printers etc during the last three financial years (FY 2016-17, 2017-18, 2018-19)</p> <ul style="list-style-type: none"> <li>▪ One assignment not less than the amount of Rs.10 Lakhs; OR</li> <li>▪ Two assignments less than the amount of Rs.5.00 Lakhs</li> </ul>	<p>Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Self certificate of Completion (Certified by Authorised Signatory)</p>

S. No	Criteria	Basis for evaluation	Supporting
		each; OR <ul style="list-style-type: none"> <li>■ Three assignments not less than the amount equal to Rs.3.00 Lakhs each;</li> </ul>	
9.	Authorized service provider of any major computer/laptop OEM.	More than or equal to 1 number	Certificate from the company

Bidders, whose bids are responsive, based on fulfilling all requirements, would be considered technically qualified. Price Bids of such technically qualified bidders shall further be opened.

#### 4.2. Financial Bid Evaluation

- a) The Financial Bids of technically qualified bidders in technical evaluation criteria will be opened on the prescribed date.
- b) The bidder which has the lowest qualifying financial bid will be declared as L1 and may be considered.
- c) Errors & Rectification: If there is any discrepancy between words and figures in the financial bid, the amount in words will prevail.

### 5. Appointment of Successful Bidder

#### 5.1. Award Criteria

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DTTDC Ltd. will award the Contract to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions and process outlined in this document.

## 5.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

DTTDC Ltd. reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for DTTDC Ltd. action.

## 5.3. Notification of Award

Prior to the expiration of the validity period, DTTDC Ltd. will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, DTTDC Ltd. may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, DTTDC Ltd. will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.

## 5.4. Performance Guarantee

DTTDC Ltd. will require the selected bidder to provide an *irrevocably, unconditionally* Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to **10% of the value of contract**. The performance guarantee will be valid for a period of sixty days beyond the date of completion of contractual obligations. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, DTTDC Ltd. at its discretion may cancel the order placed on the selected bidder without giving any notice. DTTDC Ltd. shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or DTTDC Ltd. incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.

## 5.5. Signing of Contract

After DTTDC Ltd. notifies the successful bidder that its proposal has been accepted, DTTDC Ltd. shall enter into a contract, incorporating all clauses and the proposal of the bidder between DTTDC Ltd. and the successful bidder.

## 5.6. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP/proposal of the bidder shall constitute sufficient grounds for the annulment of the award, in which event

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DTTDC Ltd. may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, DTTDC Ltd. shall invoke the EMD of the selected bidder.

## 6. Scope of Work

1. The comprehensive maintenance includes preventive maintenance quarterly/regular services of the Desktops, Printers etc. and/or replacement of any items necessary for keeping the Desktops and Printers etc. 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 the Desktops, Printers etc.
2. The replacement of all the spares (excluding printer heads, printer ribbons and toner cartridges) is included under the AMC. The replacement of defective spares with good quality and standard spares will be done by the bidder without any extra charge of any kind.
3. The Detail of machines (PC, Printer etc.) of which AMC is required is Annexed as Appendix III/Form 3.
4. The comprehensive maintenance shall be carried out primarily at the premises of DTTDC Ltd Units as specified in the work order, during office hours. In case, the Bidder 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.
5. The operating environment condition in which the equipment is presently installed is quite satisfactory and the Bidder will not raise any condition with regard to the working environments for the equipment for the equipment covered under AMC.
6. In case of reinstallation of software, the AMC vendor will not install a pirated copy in any circumstances. The AMC vendor will ensure that DTTDC provides the original and licensed version of the software/OS. In case of any issue, the AMC vendor will report it to DTTDC Ltd. of such circumstances in writing.
7. In a Defence Colony, Head office building where PC/Equipments are installed and covered under AMC the successful bidder will station one service engineer with sufficient spare parts on permanent basis. The Engineer shall be stationed at DTTDC Head office at Defence Colony for full time basis including all Saturdays and Sundays days as required. For other locations separate engineer shall be positioned by the selected agency.
8. The successful bidder, as per the real need and requirement of the DTTDC Ltd., shall ensure the appropriate deployment of the manpower.
9. The successful bidder has to maintain all the relevant records, register and documents as required.
10. The successful bidder shall ensure payment of atleast minimum wages to the engineer stationed in DTTDC, as prescribed by the Government. In addition all statutory payments such as PF, ESI etc. and compliances as per Labour Laws etc. of GNCTD shall be complied by the statutory agency.

## 7. Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to DTTDC Ltd. for the duration of this contract.

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In the Head Quarter of DTTDC at Defence colony, New Delhi where PC's/ Equipments are installed and covered under AMC the successful bidder shall station one Service Engineer with sufficient spare parts from 9.30 A.M to 6.30 pm on all days. The Engineer shall also be available on holidays as per requirement of DTTDC if needed.

## 7.1. Response Time

The support personnel should be available over phone and is required to be responsible for single point of contact of DTTDC Ltd.. On breakdown situations or when directed by DTTDC Ltd., response time to reach maintenance location for maintenance call by the support personnel should not exceed 2 hours.

The system down time should not exceed 72 hours from the time at which the complaint was made. If the down time is more than 72 hours, the bidder shall provide a stand by system. In case the system is not repaired or an alternative system not supplied within the period of 72 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 the bidder.

## 7.2. System Uptime

The selected bidder shall ensure 95% uptime for desktops and other equipments failing which a penalty as proposed by the DTTDC will be imposed. However, before imposing penalty, the DTTDC Ltd. 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 the bidder. The breakdown time will be worked out as under:-

Total machines days(X) = (NO of equipment under AMC) \* No. of working day in a quarter.

Breakdowns (Y) = (NO. of Desktops or Printer or UPS) \* No. of breakdown days

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

## 8. Payment Schedules

Payment for AMC shall be made after satisfactory services on quarterly basis , within 30 days from the date of receipt of correct Invoice.

“Enhancement or decrease” of taxes duties or prices of components etc. will not affect the AMC rates during the entire period of AMC, or difference shall be paid or claimed as a result of the above.

## 9. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, DTTDC Ltd. shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, DTTDC Ltd. shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder s Proposal.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DTTDC Ltd. who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DTTDC Ltd., shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of DTTDC Ltd. in relation to any matter concerning the Project;
- “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DTTDC Ltd. with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 10. Force Majeure

DTTDC Ltd. or the selected bidder, 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 part 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.

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

## 11. Arbitration

- All disputes and differences arising out of or in any way touching or concerning with this contract shall be referred for adjudication through arbitration in accordance to the Delhi International Arbitration Centre (Arbitration Proceedings) Rules, 2018 and the award made in pursuance therefore shall be final binding on the parties.
- The parties shall continue to perform their obligations under the agreement during arbitration proceedings, except where the agreement has been terminated.
- The venue for arbitration will be New Delhi.

### 11.1 Jurisdiction

- The courts at Delhi shall have the exclusive jurisdiction in any proceedings arising out of this contract.

## 12. Conflict of Interest

A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, DTTDC Ltd. shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to DTTDC Ltd. for, *inter alia*, the time, cost and effort of DTTDC Ltd. including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to DTTDC Ltd. hereunder or otherwise.

## Appendix I: Technical Bid Templates

### Form 1: Particulars of the Bidder

S. No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company/Firm	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Local address of the bidding Company (In NCR)	
D	Year of Establishment	
E	Date of registration	
F	ROC Reference No.	
G	Details of company registration	
H	Details of registration with appropriate authorities for service tax, VAT	
I	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

## Appendix II: Financial Proposal Template

### Form 2: Financial Proposal

To,

**General Manager**

DTTDC Ltd.

18-A, DDA SCO Complex,

Defence Colony,

New Delhi – 110 024

Date

Location

Dear Sir,

I/We hereby submit our price bid for bid for Annual Maintenance contract (AMC) of Desktops and Printers etc. for

#### **Summary of Costs**

Detail of Financial Bid

S. N.	Detail of machine	Quantity	Procurement Year	AMC Charges in Rs.
1.	PCs, Workstations, Laptops, Printers, Networking equipments	As per Appendix-III: The machine details (PC, Printer, networking equipment etc.) of RFP Document		
2.	Technical Manpower at Head office			
	Grand Total (In Words)			

Note: The amount shall be considered as final 'price' quoted by the bidder. This will be including all the taxes, duties, cess, levies etc.

L1 bidder will be decided on the basis of Grand Total.

## Appendix III: Machine Details (PC, Printer, off-line UPS, etc.) for AMC

### Form 3: Machine Details for AMC in DTTDC Ltd.

#### As per division wise detail given below

#### PARTICULARS OF HARDWARES FOR AMC OF COMPUTERS

S.No.	DESCRIPTION	QTY.
	<b>LOCATION : HEAD OFFICE, DEFENCE COLONY</b>	
1	ACER Dual Core - 512 RAM, 160 GB HDD, 17" Monitor CRT	06 No.
2	Lenovo – All in One PC – i5, 21" (MD, GM & FC Room)	03 No.
3	Computer – Dell Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5" LCD Screen	40 Nos.
4	Computers – Lenovo Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5" LCD Screen	06 Nos.
5	Computer HP Make (406-G1) - i5 Processor, RAM 4 GB, 500 GB HDD, LED Screen	23 No.
6	Printer Laserjet - Samsung ML-2010	04 No.
7	Switch - Cisco (WS-C2950-24) (3) and D-link (1)	4 No.
8	Jack Panel	4 No.
9	Printer HP-Laserjet MFP 277 (Colour) (MD Cell, FC, GM)	3 No.
10	Officejet printer - HP1312n/1213nf MFP (HYD)	2 Nos.
11	Laser HP – 1566 (Grey Colour) / 1606 (1)	8 Nos.
12	Laser HP – 1020 (Engg)	1 Nos.
13	Laser – HP m175 (GM Cell, FC Cell)	2 Nos.
14	HP – Laserjet Pro 8100 (PR, MD Room)	2 Nos.
15	Laptop Computer – (i3-4 No. with Travel-Karunesh, IS Upadhyay, PR Division)	3 No.
17	Laptop HP Make – i7 config with IT	1 No.

18	Laptop Sony VPCEA-36 (green-2 with IT & Ratan Singh)+ 1 Sonyi5 (Vikrama Paul), Sony (i7 with Sh. Kotnala)	4 No.
19	Laptop – Dell i5 Config.	13 No.
	<b>LOCATION : COFFEE HOME – LAXMI NAGAR</b>	
1	ACER Dual Core - Dual Core, DVD-RW, 512 RAM, 160 GB HDD, 17" Monitor CRT	6 No.
2	Computer-IBM – Pentium 4 config.	6 No.
3	Computer – Dell Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5" LCD Screen	4 No.
4	Computer HP Make (406-G1) - i5 Processor, RAM 4 GB, 500 GB HDD, LED Screen	2 No
5	HP laserjet Scanner	1 No.
6	Laserjet MFP - HP 1606	6 No.
7	Printer HP – 1566	1 No.
8	Printer Laserjet Colour MFP	1 No.
9	HUB 12 PORT 10 BASE T	1 No.
10	SWITCH - 24 Port (CISCO)	1 No.
	<b>LOCATION : TOURISM CENTRAL RESERVATION OFFICE - CONNAUGHT PLACE</b>	
1	ACER Dual Core - Dual Core, DVD-RW, 512 RAM, 160 GB HDD, 17" Monitor CRT	5 No.
2	Computer – Dell Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5" LCD Screen	4 Nos.
3	Printer Laserjet - Samsung ML-2010	5 No.
4	Printer HP -1566	2 No.
	<b>LOCATION : GARDEN OF FIVE SENSES - SAID UL AJAIB</b>	



1	ACER Dual Core - Dual Core, DVD-RW, 512 RAM, 160 GB HDD, 17" Monitor CRT	4 No.
2	Computer – Dell Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5" LCD Screen	1 No.
3	Computer HP Make (406-G1) - i5 Processor, RAM 4 GB, 500 GB HDD, LED Screen	1 No.
4	8 PORT HUB	1 NO.
5	Deskjet - HP-3745	1 No.
6	Printer Laserjet - Samsung ML-2010	1 No.
<b>LOCATION : DILLI HAAT, INA - MAIN OFFICE</b>		
1	ACER Dual Core Dual Core, DVD-RW, 512 RAM, 160 GB HDD, 17" Monitor CRT	3 No.
2	Computer – Dell Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5" LCD Screen	2 No.
3	Computer HP Make (406-G1) - i5 Processor, RAM 4 GB, 500 GB HDD, LED Screen	2 No.
4	Printer Laserjet - Samsung ML-2010	1 No.
<b>LOCATION : DILLI HAAT, INA - MANAGER (LEGAL)</b>		
1	Computer - HCL	1 No.
2	Computer – Dell Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5" LCD Screen	2 No.
3	Computer HP Make (406-G1) - i5 Processor, RAM 4 GB, 500 GB HDD, LED Screen	1 No.
4	Printer Laserjet - Samsung ML-2010	1 No.
5	HP Laserjet Pro MFP 128fn printer	1 No.
<b>LOCATION : MANAGER (B&amp;B) - Dilli Haat - INA</b>		
1	Computer - HCL (core 2 duo)	1 NO.
2	ACER Dual Core	1 NO.
3	RICOH - MFP (SP1100)	1 NO.
4	Printer - Samsung ML-2010	1 NO.

5	Printer – HP 1515	1 No.
6	Switch - 8 Port	1 NO.
<b>LOCATION : DILLI HAAT,INA - MANAGER (F&amp;AS)</b>		
1	Computer - IBM 3 Finance 1- Main office	4 No.
2	Computer – Dell Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5” LCD Screen	1 No.
3	Printer Laserjet - Samsung ML-2010	2 No.
4	Printer HP - 1566	1 No.
<b>LOCATION : DILLI HAAT,INA - TOURISM COUNTER</b>		
1	Computer - IBM	1 No.
2	Printer Laserjet - Samsung ML-2010	1 No.
<b>LOCATION : TRANSPORT OFFICE - INA MARKET</b>		
1	Computer - IBM	2 No.
2	Computer – Dell Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5” LCD Screen	1No.
3	Computer HP Make (406-G1) - i5 Processor, RAM 4 GB, 500 GB HDD, LED Screen	2 No.
4	Printer Laserjet - Samsung ML-2010	1 NO.
5	MFP HP-6500	1 No.
<b>LOCATION : Travel Division – Dilli Haat INA</b>		
1	Computer – Dell Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5” LCD Screen	2No.
2	Computer HP Make (406-G1) - i5 Processor, RAM 4 GB, 500 GB HDD, LED Screen	1No.
3	PRINTER LASERJET – HP Pro MFP 128 fn	1 No.
5	PRINTER - MULTIFUNCTIONAL - HP-3050	1 No.
<b>LOCATION : DITTM – DH-PP &amp; CHAIRMAN OFFICE</b>		

1	Computer - IBM (DITTM)	1 No.
2	Computer HP Make (406-G1) - i5 Processor, RAM 4 GB, 500 GB HDD, LED Screen	1 No.
3	Samsung (MFP-mono) (DITTM)	1 No.
4	LCD DATA PROJECTOR - MITSUBISHI(SL-2) (DITTM)	1 NO.
5	Computer - ACER (PS to Chairman)	1 No.
6	Laser Printer HP-1505 (PS to Chairman)	1 No.
<b>LOCATION : CATERING DIVISION (COFFEE HOME-C.P.)</b>		
1	ACER Dual Core Dual Core, DVD-RW, 512 RAM, 160 GB HDD, 17" Monitor CRT	1 NO.
2	Computer – Dell Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5" LCD Screen	1No.
3	Computer HP Make (406-G1) - i5 Processor, RAM 4 GB, 500 GB HDD, LED Screen	1 No.
4	Desktop Computer (HP) (From N-Block)	1No.
5	Printer Laserjet - Samsung ML-2010	1No.
6	Samsung (MFP-Mono)	1No.
<b>LOCATION : DILLI HAAT – JANAK PURI</b>		
1	HP Computer – i 5 Config with TFT Screen	04 No.
2	Printer Laser – HP 1606 dn	04 No.
<b>LOCATION : DILLI HAAT - PITAM PURA</b>		
1	ACER Dual Core Dual Core, DVD-RW, 512 RAM, 160 GB HDD, 17" Monitor CRT	9 No.
2	Computer HP Make (406-G1) - i5 Processor, RAM 4 GB, 500 GB HDD, LED Screen	1 No
3	Printer - LX540 dx (80 col)	3 No.
4	Printer Laserjet - Samsung ML-2010	3 No.
<b>LOCATION : DILLI HAAT-PITAM PURA (Schhol Group Tour)</b>		
1	COMPAQ DESKPRO EN SERIES	1 No.
2	Computer – Dell Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5" LCD Screen	1 No.
3	Printer Laserjet - Samsung ML-2010	2 No.

	<b>LOCATION : TOURISM DEPARTMENT – VIKAS BHAWAN-II, Near Metcalf House</b>	
1	COMPAQ DESKPRO EN SERIES	1 No.
2	Laptop – HP 6710	1 No.
3	ACER COMPUTER	1 No
4	Printer Laserjet Colour 1515	1 No.
5	Computer – Dell Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5” LCD Screen	02 No.
6	Printer HP -1566	02 No.
	<b>LOCATION : GTB Memorial, Singhu Border</b>	
1	Computer – Dell Make - i5 Processor, RAM 4 GB, 500 GB HDD, 18.5” LCD Screen	1 NO.
2	Computer HP Make (406-G1) - i5 Processor, RAM 4 GB, 500 GB HDD, LED Screen	1 No
3	Printer Laserjet - Samsung ML-2010	1 No

## OTHER SPECIAL CONDITIONS

- NETWORKING MAINTENANCE AT ALL LOCATIONS TO BE MAINTAINED
- VIRUS PROTECTION SUPPORT TO BE PROVIDED
- PREVENTIVE MAINTENANCE TOP BE DONE REGULARLY
- YOU ARE REQUIRED TO MENTION THE PARTS NOT COVERED UNDER AMC WITH THEIR REPLACEMENT COSTS SUCH AS PRINTER HEAD, FUSER ASSEMBLY ETC.
- The Cost is on as is where is basis and all computers to be made functional without any extra cost

## ENGINEER AT FOLLOWING LOCATIONS WITH FREQUENCY in addition to regular calls

S.No.	LOCATION	FREQUENCY
1	HEAD OFFICE, DEFENCE COLONY	Full Day Everyday
2	LAXMI NAGAR	Half Day every week
3	C.R.O. and Catering	Half Day every fortnight
4	DILLI HAAT INA & Travel, DH-PITAM PURA & DH-Janak Puri	Half Day every fortnight
5	GARDEN OF FIVE SENSES	Half Day every fortnight
6	ALL OTHER REMAINING LOCATIONS	Half Day every fortnight

**The Engineer especially deputed at Head office shall be duly qualified with adequate experience in IT.**

## List of Abbreviations

S. No.	Abbreviation	Definition
1	AMC	Annual Maintenance Contract
2	EMD	Earnest Money Deposit
3	Eoi	Expression of Interest
4	GNCTD	Government of National Capital Territory of Delhi
5	ICT	Information and Communication Technology
6	INR	Indian National Rupee
7	ISO	International Organization for Standardization
8	NCT	National Capital Territory
9	NDA	Non-Disclosure Agreement
10	Participants	Participating Firms/Companies/Agencies
11	RFP	Request for proposal
12	SeMT	State e-Governance Mission Team
13	SLA	Service Level Agreement
14	PSU	Public Sector Undertakings
15	e-Gov	Electronic Governance
16	LOA	Letter of Award
17	UPS	Uninterruptible Power Supply

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***End of Document***

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