

**Delhi Development Authority
(Systems Department)
Vikas Sadan, INA, New Delhi 110023**

No. F6(18)2018/Sys

Dated:

M/s

Serial No.

Subject: **E-Tender for "Selection of Agency for providing Internet Leased Circuit Services, Dedicated Webserver Managed Hosting Services and Wi-Fi Enabled Internet service for DDA" Twin Bid System (Technical & Financial Bids).**

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(Tenderers are required to participate as per e-tendering procedure of DDA)

E-tenders are invited for the **"Selection of Agency for providing Internet Leased Circuit Services, Dedicated Webserver Managed Hosting Services and Wi-Fi Enabled Internet service for DDA"** at various offices in Delhi, at <http://eprocure.gov.in/eprocure/app>, as per the requirements described in Scope of work given in Annexure-1.

The terms and conditions shall be as under:-

Tenderers are required to deposit E-Tender Annual Charges Rs. **20,000** and EMD amounting Rs. **2,20,000** through separate transactions with RTGS/NEFT in the account of Sr. A.O. Cash Main, D.D.A having account No. 1014042405 with Central Bank of India, Vikas Sadan, I.N.A. branch, New Delhi (IFSC Code CBIN0282695) the unique transaction reference of RTGS/NEFT shall have to be uploaded by the prescribed date. The **Commr.** (Systems) will get EMD verified from Sr. A.O Cash Main on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened. Tenders not accompanied with EMD shall not be considered.

Tenderers must read complete tender document before filling bids. Many important terms and conditions are given in draft of agreement (annexure-2) and other annexures , to avoid

duplication, which may effect your costing and execution of contract. The bid shall remain valid for 90 days from the date of opening of bid.

1. The unique transaction reference on RTGS/NEFT against EMD, E-Tender Annual Charges shall be placed online at specified location for Tender for **“Selection of Agency for providing Internet Leased Circuit Services, Dedicated Webserver Managed Hosting Services and Wi-Fi Enabled Internet service for DDA”**.
2. **The technical Bids shall be opened online** in the presence of a committee or their representatives by authorized bid openers. Price Bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
3. The Tenderer should furnish Earnest Money in the form of NEFT/RTGS .The amount will be retained by DDA as part of security deposit, in case tender is accepted, otherwise it will be refunded **within a period of 15 days**. However no interest shall be payable on the earnest money.
4. The tender shall be submitted online in two parts, viz., technical bid and price bid.

Technical Bid

The Tenderers are required to furnish following documents in technical bid:-

- i) Scanned Copy of Memorandum & Article of Association of the company.
- ii) Scanned Copy of Description of tenderer company as per Annexure-3.
- iii) Scanned Copy of Details of the tenderer Company experience in the same field (Annexure-4).
- iv) Scanned Copy of Undertaking as per Annexure-5.
- v) Scanned Copy of Audited balance sheet for preceeding 3 years showing the revenue earned from similar nature of work.
- vi) Scanned Copy of Certificates of satisfactory services from the Organisations where similar work undertaken in last three years with name, designation and telephone numbers of the contact person in the said organization who could be contacted for necessary verification.
- vii) Scanned copy of RTGS/NEFT number slip/printout of payment made for e-tendering charges as detailed in para 2 and 3 of “General Instructions to bidders” Annexure-8
- viii) Scanned Copy of reference of RTGS/NEFT(EMD)
- ix) Scanned Copy of Tender Acceptance Letter (Annexure-10).
- x) Scanned copy of requisite documents in support of “eligibility criteria” of tenderer.
- xi) Scanned copy(Qty-2) of signed “Integrity Pacts” of INR 100 Non-judicial stamp paper as per Annexure 11.**

Any tender found lacking with respect to the necessary information and /or documents and/or Earnest Money with the Technical bid will not be considered.

Price Bid

- i) Schedule of price bid in the form of BoQ_XXXXX.xls
5. The Tenderers shall submit the financial bid as per Annexure 7. Same is provided in .xls format along with this tender document. **Bidders are advised to download and quote rates and upload in the site at the respective location.**
6. Tender is for providing **Internet Leased Circuit Services, Dedicated Webserver Managed Hosting Services and Wi-Fi Enabled Internet Service** initially at Vikas Sadan and at Vikas Minar only, which are the two main offices of DDA. If required the services can be extended to other locations where the DDA offices exists. There are about 60 offices of DDA, all in Delhi. For extension of such services a mutual formula can be worked out as when required.
7. In case, the tenderer does not submit the offer as per terms and conditions, and / or modifies and / or withdraws offer, the entire amount of earnest money would liable to be forfeited. No conditional tender shall be accepted and is liable to be rejected.
8. On the basis of preliminary evaluation of technical bids, the Committee constituted for the purpose of evaluation of the tenders, may find it necessary to visit the organizations where similar jobs done by tenderer and/or may confirm on phone the quality of performance and/or may visit tenderer's client premises/service centre, where the such services are being provided by the Tenderer. The committee will short list the bids according to capabilities and skills of the tenderers and open the financial bids of only the short-listed tenderers who are found technically suitable.
9. The decision arrived at for finally short-listing the tenderers by the tender Committee shall be final and binding upon all the tenderers.
10. VC, DDA shall have the right to reject all or any of the tenders including the lowest tender without assigning any reason whatsoever.
11. The Tenderers shall submit the financial bid as per Annexure 7. Same is provided in .xls format along with this tender document. **Bidders are advised to download and quote rates and upload in the site at the respective location.**
12. Once the quotation of the Tenderer is accepted and the acceptance is communicated to the Tenderer, the Tenderer shall present itself in the office of the DDA and shall execute an agreement within 7 days, as per Annexure II appended herewith, and shall furnish a demand draft of the amount equivalent to 5% of the tendered cost of the work as security deposit after adjusting the earnest money and shall also furnish a Bank Guarantee of the amount equivalent to 10% of the tendered cost of the work as Performance Bank Guarantee. Security Deposit shall be retained for three years or the completion of the work and Performance Bank

Guarantee shall be kept for one year plus three months and would be required to renewed in case of extensions given for another years. The Performance Bank Guarantee will be invoked by DDA in case the performance of the vendor is not found satisfactory during the period of Work.

13. The Tenderers shall be free to discuss the issues, if any, in the pre-bid meeting.
14. The tenderer in the financial bid will give annual rates. These rates shall cover all activities mentioned in the scope of work in Annexure-1. The rates for above should be given in figures as well as in words. **Rates must be inclusive of all taxes/duties and any other charges.** No increase in the rate will be considered, if any tax is levied by Delhi/Central Govt. during the course of execution of the above said work. However all applicable deductions on account of taxes and duties etc shall be made.
15. The assignment is initially for a period of one year. This can be extended by DDA for second and third year, at its absolute discretion at the rates quoted by the vendor or finally reached at through negotiations etc. whichever is lesser, if services are found satisfactory. No supplementary agreement is necessary for this. A formal letter from DDA to this effect & acceptance from agency shall suffice. During extended tenure of services same terms & conditions will applicable. However the assignment may be terminated any time at the discretion of DDA without assigning any reason thereof if the services are not found satisfactory or services are not required after certain period.
16. If the tenderer finds any hindrance in the start of the services (i.e. internet services, WiFi services and making the leased server available) so as to necessitate an extension of time allowed in the tender, the tenderer shall apply in writing to Pr. Commissioner(Systems) who may grant the same in writing, if reasonable and satisfactory cause is shown. The extension can be granted by the Pr. Commissioner(Systems), for a maximum period of one month, in his absolute discretion and if he finds the cause shown as genuine and sufficient.
17. **Validity of rates/offer**
The rates/offer shall be valid for the period of 180 days from the date of opening of quotations.
18. **Eligibility Criteria of Tenderer:-**
 - a) The tenderer must be a 'Limited' or 'Private Limited ' company and certified for providing Internet services, Data Center Services and Connectivity Services by the TRAI or ISPAI and should be in this business for at least last three years.
 - b) The Tenderer must have had a turnover of more than Rs. 50 crore each in last three financial years i.e. in 2015-16, 2016-17 and 2017-18 from Internet services, Data Center Services and Connectivity Services and Positive Networth during this period as per their audited balance sheet.
 - c) The Tenderer must have successfully carried out the job of providing in addition to point a&b above atleast 2 other projects of WiFi having ≥ 50 mbps leased line connection with

- satisfactory services. The tenderer should submit copies of contract document, satisfactory performance certificates etc. in the support of their claim with Names and Telephone Numbers of the officer incharge of the customer organization for facilitating verification.
- d) The Tenderer must have Tier3 Internet Data Center and a 24 x 7 Call Centre (to take care of the upkeep, maintenance of services and ensure smooth functioning).
 - e) The Tenderer must be class 'A' Internet Service Provider (ISP) as per classification of Department Of Telecommunication Govt of India.
 - f) Tenderer should have access to atleast two International (ILD) gateways i.e., one main and other as fallback arrangement.
 - g) Tenderer must have direct peering with multiple tier-1 ISPs.
 - h) The dedicated hosting facility should be ISO27001 & ISO20000 certified.
 - i) Tenderer should have done similar work of providing hosting infrastructure services for at least 10 organisations.
 - h) The Tenderer must have an office in the NCR.
19. **Payment Terms:** The charges for **Internet Leased Circuit Services, Dedicated Webserver Managed Hosting Services and Wi-Fi Enabled Internet service** shall be paid on quarterly (3 months) basis. After completion of each quarter, the service provider shall submit pre-receipted bill at the end of each quarter, for payment. All applicable statutory deductions such as Income Tax, Cess etc shall be made from the bill. Rates are inclusive of all taxes/duties and any other charges. However GST amount included should be mentioned in the bill.
20. No extra payment shall be made on any account including for visits to various offices of DDA.
21. In case of any dispute arising out of or relating to the terms and conditions of this agreement during the currency of the agreement or completion of the assignment or abandonment, the decision of Vice Chairman, DDA as an arbitrator or any other Officer authorized by him as sole arbitrator by him shall be final and binding.
22. In case of any dispute between parties of this agreement, the same shall be subject to the jurisdiction of Delhi Courts only as per the provisions of Arbitration and Conciliation Act 1996.
23. The tenderer will not sub-let / sub-contract in part, or in full after getting the assignment. In the event of tenderer sub-letting the work / sub-contracting in part or full after the award of the work, the tenderer shall be considered to have thereby committed a breach of agreement and DDA shall forfeit the security deposit. The tenderer shall have no claim for any compensation or any loss on this account.
24. In case of any dispute between parties of this agreement, the same shall be subject to the jurisdiction of Delhi Courts only.
25. **Termination of contract:-**

- i) The contract to be executed with the tenderer may be terminated by DDA for non performance of any of the clauses of the contract and/or for violation for any terms and conditions of the contract by the tenderer after serving a prior notice of one month on the registered address of the other party/service provider/tenderer.
 - ii) The contract to be executed with the tenderer may be terminated **full or in part thereof** by DDA by giving 3 months notice period to him because of implementation of CMS project.
26. DDA may seek any clarifications or additional documents as considered necessary, during bid evaluation stage (Pre-Qualification, Technical Bid and Price Bid etc.

IMPORTANT NOTE:

1) Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> . Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app> . The portal enrollment is free of cost. Bidders are advised to go through instructions provided at **Annexure-9 regarding 'Instructions for online Bid Submission'** .

2) Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app> .

3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

Dy. Director (Systems)

SCOPE OF WORK

1. WI FI Enabled internet services in DDA

- I. Wi-Fi enabled Internet services are required to be established by the vendor at Vikas Sadan and at Vikas Minar the two main offices of DDA. If required the services can be extended in other offices of DDA, which are spread throughout Delhi.
- II. Initially 50 mbps **Internet** bandwidth is required at both above locations and which will be required to be extended upto 100mpbs.
- III. The Internet services must be operational as per date and time based policy management and vendor should make the provision for standby arrangements in case failure of any link. The standby arrangement should be automatic and the users should not face any inconvenience due to switching from one link to another link.
- IV. Minimum 80 Internet access points (IAPs) should be installed in Vikas Sadan and Vikas Minar separately (80 IAPs for Vikas Sadan and 80 IAPs for Vikas Minar) to ensure that Wi-Fi services for Internet are available at every corner and at every location in the Vikas Sadan and Vikas Minar both. If required the vendor will have to install more IAPs to provide hassale free services to the Internet users.
- V. Vikas Sadan and Vikas Minar should be inter connected through a link of at least 50 mbps
- VI. The service provider will install all the hardwares, softwares and other required accessories such as cables, switches, routers, modems, check points and security appliances etc. upto one thousand users each at Vikas Sadan and Vikas Minar at their cost and will charge for providing the services to DDA on quarterly basis. Items installed should be brand new. No extra charges in terms of installation charges or whatsoever will be paid by DDA, except the **lumpsum** charges decided to be payable on quarterly basis. **However, the equipment will remain the property of the tenderer/bidder.** The services will be required by DDA initially for a period of one year from the date of making the services operational, which can be extended for another two years based on satisfactory performance.
- VII. The tentative number of users for Vikas Sadan and Vikas Minar each are 1000 (one thousand). The exact concurrent users will be much lesser than the same. Approximate number of concurrent users can be ascertained by the vendors at their level from the existing facilities available in DDA.
- VIII. The service provider will depute at least one service engineer at Vikas Sadan and at Vikas Minar each from **8.30a.m. to 6.30p.m.**, initially for a period of three months to establish the services smoothly and thereafter only one service engineer at any one of the locations

decided by DDA. Thus one service engineer will be available at DDA during working hours **for entire** period of the contract.

- IX. Service provider shall maintain the Hardware, Systems Software and Network(LAN/WAN) required for providing the services which will cover, inter-alia ,
- a) Periodic preventive maintenance: monthly for Servers and quarterly for **all the related to associated LAN/WAN and WiFi connectivity.**
 - b) Replacement of defective / wornout / burnt parts.
 - c) Correcting all types of faults, including the virus infection, in H/w equipments, network (LAN/WAN), and system software as and when reported and re-install software.
 - d) Laying of network cable as and when required to connect to the existing LAN/WAN.
- X. There will be a number of equipments required to be installed for providing the Wi-Fi enabled Internet services in DDA and these items may be under warranty (H/W support) with the OEMs. For these equipments, the service provider shall coordinate with the OEM to log in a complaint & follow up with the OEM to ensure that complaint is attended at the earliest, so that the services in DDA are not affected which will invite penalty, otherwise.
- XI. Essential features of WIFI Network
- a) Individual login for each employee
 - b) Date and time based access control
 - c) Content/URL filtering
- XII. The vendor shall note that 24X7 power supply may not be available for its operations however wifi services shall be required 24 X 7 X 365. Therefore UPS of the required capacity may be kept as backup **with minimum 4 hours continuous UPS backup.**
- XIII. The WIFI services must be operational as per date and time based access control.
- XIV. **The vendor shall also be required to provide WIFI Connection to the aadhar based biometric attendance machines installed at vikas sadan and vikas minar. The sites may be inspected by the vendor inorder to assess the WIFI requirements.**

SCOPE OF WORK

2. Internet Leased Circuit & Dedicated Webserver Managed Hosting

Internet

Scope includes installation, commissioning, testing & assured upkeep of complete Internet Leased Circuits for the entire duration of assignment/contract. These have to be operational 24hrs * 7 days a week basis with 98% uptime. Last mile connectivity till DDA office for internet circuits is required on fibre and backup RF of same bandwidth. Requisite modems and managed routers are to be provided by tenderer which will remain property of tenderer. Tenderer is advised to visit the site to inspect available setup/Infrastructure. Internet Leased Circuit are required at following sites :

- i) 500 Mbps (1:1) Internet Leased Circuit at DDA Vikas Sadan office (near INA)
- ii) 400 Mbps (1:1) Internet Leased Circuit at DDA Vikas Minar office (near ITO)
- iii) 100 Mbps (1:1) Internet Leased Circuit at DDA Vikas Minar office (near ITO) for UTTIPEC.
- iv) 10 Mbps (1:1) Internet Leased Circuit at DDA as per Annexure 12 locations.**

Dedicated Server Managed Hosting

- I. Provide Dedicated state of the art **3** Web Servers on lease basis each with following configuration at the premises of the tenderer:
 - **2** x Xeon Hexa Core processor based Server with 2.93 GHz or higher speed
 - 32 GB ECC RAM
 - 1000 GB usable Disk storage with high availability.
 - Supply and management of Window-2008 64 bits Enterprise Server OS/ window-2003 32 bits Enterprise server OS so that ORACLE 8i can be installed.
 - Redundant Power Supply to take care of the power supply failure
- II. Security feature for webserver hosting i.e., Firewall/IPS is to be provided by tenderer. Antivirus and Antispam software & licenses shall be arranged by the tenderer at its cost alongwith renewal cost of licenses.
- III. Tenderer shall install, configure, ensure that Server is kept operational **365 days** * 24hrs and shall further ensure a minimum 98% uptime.
- IV. Tenderer shall provide E-mail space of 2 TB for approximately 750 users each dynamically allocated pop-3 E-mail accounts. The E-mail accounts shall be accessible from Web interface. The E-mail solution should support POP,IMAP,SMTP,ODMR&LDAP and should be accessible through Web interface. The solution should also provide Iron Port based premium antispam service on high availability mode.
- V. Tenderer shall provide FTP access to the webserver.
- VI. 500 GB Internet Data Transfer per month
- VII. Tenderers shall have provision of 100 Mbps dedicated **Internet** Bandwidth in Data Centre to access each Server.
- VIII. Tenderer shall provide IPSec based VPN access to the Server from DDA Vikas Sadan.
- IX. Tenderer shall provide control panel for giving admin user access rights to servers.
- X. Tenderer shall provide remote access of servers to 5 DDA users.

- XI. Tenderer shall maintain and shall take care of the day to day upkeep of the Dedicated Web Servers in its premises.
- XII. The tenderer shall follow the Web Server security guidelines issued by CERT-In on 17.08.2004 **or the latest**.
- XIII. Tenderer shall have their infrastructure audited by Information Security Auditors as per Web Server security guidelines issued by CERT-In on 17.08.2004 **or the latest**.
- XIV. Tenderer shall locate the Web Servers and shall provide access to DDA's authorized officials.
- XV. Tenderer shall setup logging mechanism.
- XVI. Tenderer shall provide DNS registration and Public IP Address.
- XVII. Tenderer shall do system health monitoring & provide reports.
- XVIII. Daily incremental and weekly full backup of website and mails shall be taken by tenderer at mutually convenient time and maintain backup for 30 days.
- XIX. The installation and re-installation of ORACLE, from the media provided by the DDA, shall be the responsibility of Tenderer. The maintenance of ORACLE software and database shall be the responsibility of DDA.
- XX. Tenderer needs to have adequate skills and make provisions to update/provide for license and data migration of data from existing database. The Current Version of database is end of life; however, the tenderer can use import-export feature of database to import data to latest licensed version of Oracle Database (i.e. version 12.2.0.1). "The existing Oracle 8i and 10g based application are needed to be migrated to the latest version since these applications are internally developed applications, it will have to tested by DDA/application vendor and test environment for the same needs to provide if needed".

- 3. **Re-routing of Internet Services between WiFi Enabled Internet Services and Internet Leased Circuit Switch at Vikas Sadan and Vikas Minar, when Internet Service Cable for WiFi Services is down automatically.**
- 4. **Tenderer shall provide online Service Monitoring and MIS Report.**
- 5. **Tenderer shall provide a state-of-the-art solution, design document, detailing understanding requirement of DDA (which will be enriched during SRS stage and frozen after the Award of Contract).**
- 6. **Tenderer shall provide, among others, SLA as follows:-**

ISP & Hosting	a) Web service availability	>= 99%
	b) Availability of Internet & WiFi Services	>= 99%
	c) Availability of Man Power from ISP at site	> = 99%
	d) WiFi & Network Hardware & Software supplement if faulty	Response < 2 hours and Resolution same business day.

AGREEMENT

This agreement is executed at New Delhi on this day of....., 2018 between the Delhi Development Authority having its Head Office at Vikas Sadan , INA, New Delhi-110023, a body corporate constituted Under section 3 of the Delhi Development Act, 1957 (hereinafter referred to as "The Authority") which expression shall unless the context requires another or different meaning include its successors and assigns through its Secretary of the one part and M/shaving its head/regional/zonal office at Under(hereinafter referred to as "Service Provider") which expression shall unless, the context requires another or a different meaning include its successors, heirs, legal representatives, executors , administrators and assigns of the other part.

WHEREAS the Authority is desirous of assigning the work of providing "**Internet Leased Circuit Services, Dedicated Webserver Managed Hosting Services and Wi-Fi Enabled Internet Service**"_ with scope of work given in Annexure-I of tender document.

AND WHEREAS M/s....., had submitted to the Authority a tender, which after negotiations by the authorized representatives of the parties hereto, has been accepted by the Authority.

Now, therefore, the parties hereto agree as under:-

1. All the terms and conditions as stated in the Tender Document, Work order No ----- dated ----- shall be part and parcel of this Agreement to be executed and binding on both the parties.
2. The assignment is initially for a period of one year. This can be extended by DDA for second and third year, at its absolute discretion at the rates quoted by the vendor or finally reached at through negotiations etc. whichever is lesser, if services are found satisfactory. No supplementary agreement is necessary for this. A formal letter from DDA to this effect & acceptance from agency shall suffice. During extended tenure of services same terms & conditions will be applicable. However the assignment may be terminated any time at the discretion of DDA without assigning any reason thereof if the services are not found satisfactory or services are not required after certain period.
3. M/s shall install the dedicated server for DDA in its data centre and start providing the services within one month of signing of the agreement else it shall be considered that M/s is not interested in providing the services and earnest-money/Security-deposit shall stand forfeited.
4. In case M/s..... does not undertake the work within the specified period or adhere to the time frame given by DDA or is unwilling to do the job at any time, the entire security deposit shall stand forfeited and the work shall be got done at the risk and cost of the service provider.

5. If M/s..... finds any hindrance in the start of the services so as to necessitate an extension of time allowed in the tender, then M/s..... shall apply in writing to Pr. Commissioner (Systems) who may grant the same in writing, if reasonable and satisfactory cause is shown. The extension can be granted by the Pr. Commissioner (Systems) , for a maximum period of one month, in his absolute discretion and if he finds the cause shown as genuine and sufficient.

5. **Payment Terms**

The internet service charges shall be paid on quarterly (3 months) basis. After completion of each quarter, the service provider shall submit pre-receipted bill at the end of each quarter, for payment. All applicable statutory deductions such as Income Tax, Cess etc shall be made from the bill. Rates are inclusive of all taxes/duties and any other charges. However GST amount included should be mentioned in the bill.

6. **Penalty Clauses**

- a) M/s..... shall provide & maintain the services as given in Annexure-I on 365 days a year.
 - b) M/s shall ensure 99% uptime (averaging to be done on monthly basis) of (a) Shared Internet Leased Circuits and (b) Dedicated Web Server & Services (c) Wi-Fi services. In case uptime is below 99% then a penalty of double the pro-rata charges of downtime beyond 2% shall be imposed. This penalty shall be calculated separately for both services (a), (b) and (c) above. A log of complaint of disruption/breakdown of services and its rectification will be maintained at DDA's end for the purpose of determination of downtime. Complaint shall be lodged to agency's call centre either by Fax , phone , E-mail ,letter. M/s shall provide documentary evidence in case the M/s contests DDA record of downtime.
 - c) If any of the above services are down for more than 24 hours at a stretch, then penalty shall be 4 times of the pro-rata charges for that facility for the duration of breakdown.
 - d) If any of the above services is down for more than 48 hours at a stretch, then performance bank guarantee will be liable to be invoked.
 - e) Penalty shall be calculated and adjusted against outstanding amount payable or by invoking performance bank guarantee.
 - f) In case the services are not found satisfactory, assignment/contract may be terminated at the discretion of DDA.
 - g) In case of absence of a support engineer, substitute shall be provided by the service provider on day to day basis. In case substitute is not provided, then deduction @Rs. 2000/- per day per engineer shall be made.
 - h) In case the services/network is down, then all the nodes under the domain of that server/network-segment shall also be considered down for the purpose of calculation of penalty.
7. M/s will not sub-let / sub-contract the job in part or in full after getting the assignment. In the event of service provider's sub-letting the work / sub-contracting any part or in full of the work after the award of the work, the service provider shall be considered to have thereby committed a breach of agreement and security deposit shall be forfeited. Service provider shall have no claim for any compensation or any loss on this account. However, hiring

of specialized services, with written consent of DDA, shall not tantamount to sub-let/sub-contract.

8. For repair at DDA site, DDA calendar & working hours shall be observed as far as possible or mutually agreed time.
9. Security deposit to the agency shall be returned only after completion of contract. In case any deficiency is found or equipment is found requiring repairs then service provider shall repair/replace within half an hour failing which the penalty clause will be invoked.
10. M/s..... shall look after the maintenance and other issues at their cost and no charges on this ground will be paid to them. Keeping all the equipments and providing services hassel free will be the responsibility of M/s.....
11. M/s..... shall maintain the Hardware, Systems software and Network items required for the services for the period under this agreement at their cost.
12. It has been clarified to and agreed by M/s..... that there is no guarantee of 24 hr power supply on the site by the Authority. However the service provider has to make his own arrangements with latest technical know-how available, with prior approval of the competent authority, for providing unhindered wi-fi services at all.
13. M/s..... shall maintain the Hardware, Systems Software and Network(LAN/WAN) required for providing the services which will cover, inter-alia,
 - a) Periodic preventive maintenance: monthly for Servers and quarterly for other equipments.
 - b) Replacement of defective / wornout / burnt parts.
 - c) Correcting all types of faults, including the virus infection, in H/w equipments, network (LAN/WAN), and system software as and when reported and re-install software.
 - d) Laying of network cable as and when required to connect to the existing LAN/WAN.
14. In case replacement of component/part of any equipment/network/computer becomes necessary then component/part of the same make as were originally in the hardware or compatible shall be used.
15. In case deployed service engineer fails to discharge his duties then agency shall change the engineer immediately on demand by DDA.
16. M/s..... shall provide, at its cost, complete required tool kit to the deployed engineers.
17. M/s..... shall ensure that adequate knowledge and resources are provided to the deployed team of service engineers to ensure safety measures to avoid any accident.
18. The personnel deployed by M/s..... to undertake related work in DDA during the period of contract shall be paid salaries, traveling allowances etc by the service provider and personnel

shall continue to be employee of M/s..... even after expiry of contract. DDA shall in no way be responsible for any sort of dispute between M/s..... and its employee deployed in DDA. DDA shall not have any liability / pay compensation towards any injury/accident to M/s..... employee caused while carrying out their duties work under this contract. M/s..... shall indemnify DDA against any claims made by its employees for any loss / damage payment etc during performance of his duty in DDA and shall submit indemnity bond.

- 19. The material, if any, is required to be brought to or removed from DDA's premises by M/s....., shall be brought/removed only on working days as per DDA's calendar or as prescribed by officer-in-charge-maintenance-DDA. A list of the material brought/removed shall be provided to the nominated officer of DDA and he shall issue the gate pass for removal.
- 20. In case of any dispute arising out of or relating to the terms and conditions of this agreement during the currency of the agreement or completion of the assignment or abandonment, the decision of Vice Chairman, DDA as an arbitrator or any other Officer authorized by him as sole arbitrator by him shall be final and binding.
- 21. In case of any dispute between parties of this agreement, the same shall be subject to the jurisdiction of Delhi Courts only as per the provisions of Arbitration and Conciliation Act 1996.
- 22. A dedicated 'maintenance team' for maintenance purpose within the buildings i.e., Vikas Sadan and Vikas Minar for rapid action on small issues relating to connectivity, software issues etc. shall be constituted by M/s..... in consultation with DDA.
- 23. M/s..... shall insure Privacy of official information DDA.

In witness whereof this deed has been executed by the parties on the date, month and year mentioned herein above.

For and on behalf of [Tenderer]

Witness:-

- 1.
- 2.

For and on behalf of
Delhi Development Authority

Witness:-

- 1.
- 2.

Description of Tenderer company for providing “Internet Leased Circuit, Dedicated Webserver and Wi-Fi Enabled Internet service provider for DDA Wi-Fi Enabled Internet services for DDA”

- 1) Name of the Firm :
- 2) Year established :
- 3) Office Address :
- 4) Telephone No. :
- 5) Fax No. :
- 6) Email id :
- 7) Since when the organization is in the field:
- 8) Organisation where similar jobs undertaken during previous year
- 9) Details Turnover for previous three financial years

Type of services	2017-18	2016-17	2015-16
Turnover from Internet services only			
Total turnover			

- 10) List of scanned documents enclosed with Technical bid , please mark yes/no:

a	Receipt of e-Transaction of E-Tender Annual Charges Rs. 20,000/-, Earnest Money of Rs. 2,20,000 in favor of Delhi Development Authority and e-Tender Annual Charges.	
b	Memorandum & Article of Association of the company	
c	Description of Tenderer company as per Annexure-III	Yes
e	Details of the tenderer company experience in the same field (Annexure-4)	
f	Undertaking as per Annexure-5	
g	Copies of Audited Balance Sheet for preceding 3 years showing the revenue earned from same nature of work.	
h	Certificates for satisfactory services from the Govt. Organisations, Public sector Undertakings, reputed Private Companies where similar work undertaken in last three years with name, designation and telephone numbers of the contact person in the said organization	

	who could be contacted for necessary verification.	
i	Tender Acceptance Letter (Annexure-10).	
j	Requisite document in support of " Eligibility criteria of tenderer".	

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

(Name & Designation
of the person signing)

(Signature)
seal

(Date)

Details of the Tenderer experience in the field

SEPARATE SHEET FOR EACH PROJECT

Page.....of.....

Name & Address of the client	Service provided as i Main Service Provider or ii Associate Service Provider or iii Joint Service Provider
Nature of services provided	Start Date Completion Date
Approx. value of services	
Pl specify special features of the project	
Specify whether any termination of contract or litigation or arbitrations was involved	
Contact Person's Name Designation Telephone No. Fax No. Email Id.	

(Name & Designation
of the person signing)

(Signature)
seal

(Date)

UNDERTAKING

I, son/daughter of Sh. r/o working as in M/s do hereby solemnly affirm and declare as under :

- 1) That M/s have submitted a tender for “**Internet Leased Circuit Services, Dedicated Webserver Managed Hosting Services and Wi-Fi Enabled Internet Service provider for DDA**”
- 2) That M/s fulfills all the eligibility criteria mentioned in tender document at item no. 15 which are as follows :

Eligibility Criteria of Tenderer:-

- a) The Tenderer must be a ‘Limited’ or ‘Private Limited ‘ company and certified for providing Internet services by the TRAI or ISPAI and should be in this business for at least last five years in Data Center Services and Connectivity Services.
 - b) The Tenderer must have had a turnover of more than Rs. 25 Crores in last three financial years i.e. in 2015-16, 2016-17 and 2017-18 from Internet services.
 - c) The Tenderer must have successfully carried out the job of providing Wi Fi Enabled internet services of at least 50 mbps band width to organizations with satisfactory services. The tenderer should submit copies of contract document, satisfactory performance certificates etc. in the support of their claim with Names and Telephone Numbers of the officer incharge of the customer organization for facilitating verification.
 - d) M/shave level3 Internet Data Center and a 24 x 7 Call Centre (to take care of the upkeep, maintenance of services and ensure smooth functioning).
 - e) M/s is class ‘A’ Internet Service Provider (ISP) as per classification of Deptt. Of Telecommunication Govt of India.
 - f) M/s.....is having access to atleast two International (ILD) gateways i.e., one main and other as fallback arrangement.
 - g) M/shave direct peering with multiple tier-1 ISPs.
 - h) M/shave dedicated hosting facility ISO27001&ISO20000 certified
 - i) M/s have done similar work of providing hosting infrastructure services for at least 10 organisations
 - j) The Tenderer must have an office in the NCR.
- 3) M/s accepts unconditionally all the terms & conditions of the tender document.
 - 4) That I have been authorized by M/s to sign this undertaking.

(Please enclose the copy of the resolution of Board of Directors of the Company for the authorization.)

Deponent

Verification:

I, the above named deponent do hereby solemnly affirm and declare that my above statements are true and correct and nothing has been concealed there from.

Place:

Date:

Deponent

INDEMNITY BOND

THIS BOND is made on this day of, 2018 by M/s..... through Sh..... duly authorised representative of the (hereinafter referred to as which expression shall unless context requires different or another meaning, include its successors, administrators and assigns) in favour of the Delhi Development Authority, a body corporate constituted under Section 3 of Delhi Development Act, 1957 (hereinafter called "The Authority" which expression shall include its successors and assigns).

WHEREAS has entered into an agreement executed on, 2018 with the Authority (hereinafter referred to as "The said Agreement") for the 'Wi-Fi Enabled Internet service provider for DDA'.

AND WHEREAS M/s..... has to indemnify the DDA against any loss or damage that DDA may sustain on account of any claims made by its employees for any loss / damage payment etc during performance of his duty in DDA or on any account as aforesaid.

Now therefore, in consideration of the said Agreement, the executant..... hereby undertakes to indemnify DDA and shall always keep it indemnified against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by its employees for any loss / damage payment etc during performance of his duty in DDA.

Now, therefore, in witness thereof the executant Company has set its hand through its authorized representative on the day, month and the year first mentioned herein above.

EXECUTANT
For M/s
Authorised representative

Witness:

- 1.
- 2.

Format for the Annual Quote / Financial Bid**1) Internet Leased Circuit Dedicated Webserver & Services in DDA**

- A) Internet Annual Charges Rs.-----
 which includes Bandwidth/port charges, Last mile charges,
 Registration, Installation, Modems, Routers etc for
 500 Mbps (1:1) Internet Leased Circuit at Vikas Sadan ,
 400 Mbps (1:1) Internet Leased Circuit at Vikas Minar and
 100 Mbps (1:1) Internet Leased Circuit at Vikas Minar(for UTTIPEC)
 10 Mbps (1:1) Internet Leased Circuit at other location(if required) **given at Annexure 12**
 as detailed under scope of work in Annexure-I
- B) Web Server Annual charges Rs.-----
 which includes Two dedicated Servers as per
 the configuration and services detailed under
 scope of work in Annexure-I
 with Internet Bandwidth connectivity for 500 GB
 data transfer per month from
 Server and inclusive of 1000 mail boxes

(1) Sub Total Rs. _____ (A + B)

2) WI FI Enabled internet services in DDA

S.No.	DESCRIPTION	Annual Amount (Rs..... For 50 Mbps in Vikas Sadan & in Vikas Minar each) (a)	Annual Amount (Rs..... For 100 Mbps in Vikas Sadan & in Vikas Minar each)(b)
1.	WI FI Enabled internet services Annual charges	Rs.	Rs.

(Total (1 + 2 (a+b)) =
 Rupees _____)

L1 shall be determined as per the lowest cost of Total Rs. _____ (1+2 (a+b))

- 3) Additional per GB data transfer** Rs.-----
 (beyond - 500 GB data transfer per month)

It is made very clear that the rate to be paid for the additional per GB data transfer to the selected bidder/tenderer, i.e. L1 shall be the least rate received in these tenders for this item and it shall be binding on L1.

Above quoted contract amount is inclusive of all taxes and duties applicable. In case taxes/duties are levied after the award of work and during the period of contract then it shall not be payable by DDA. However all applicable deductions on account of taxes and duties etc shall be made by DDA.

Existing Network has been inspected.

Statutory Taxes extra as may be applicable from time to time (please give details of taxes applicable)

(Name & Designation
of the person signing)

(Signature)
seal

(Date)

Note: Same is provided in .xls format along with this tender document. Bidders are advised to download and quote rates and upload in the site at the respective location.

General Instructions to bidder

The Commissioner (Systems) on behalf of Delhi Development Authority invites online tenders from firm/ contractor of repute in two bid system for the following work:

S.No.	REFERENCE No.	Name of Work & Location	Estimated Cost put to tender	Earnest Money	Last Date & time of submission of on-line tender	Time & date of Opening of Technical bid
1	2	3	4	5	6	8
1	F6(18)2018/Sys	<u>“Selection of Agency for providing Internet Leased Circuit Services, Dedicated Webserver Managed Hosting Services and Wi-Fi Enabled Internet service for DDA”</u>		Rs. 2,20,000	3:30 PM on 01/02/2019	3:30 PM on 04/02/2019

1. The tender document consisting of eligibility criteria, scope of work, and other details to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen from website <http://eprocure.gov.in/eprocure/app> or www.dda.org.in free of cost.

Intending agencies/tenderers need to register themselves on the E-Tendering Website <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at Annexure-X regarding '**Instructions for online Bid Submission**'. For any further clarification Contact on 24x7 Help Desk - Toll Free No. **1800 3070 2232** or send a mail over to – **cphp-nic@nic.in**.

If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-II or class-III digital signature to submit the bid.

2. Bidders registered in Contractor's Registration Board(CRB) of DDA are required to pay the e-tendering annual charges as under :

S.No	Class of Contractor	Amount to be paid p.a.
1	Class-I	Rs. 20,000
2	Class-II	Rs. 16,000
3	Class-III	Rs. 14,000
4	Class-IV	Rs. 10,000
5	Class-V	Rs. 6,000

The bidders who are not registered in DDA and wish to bid in DDA tenders are required to pay annual charge of e-tendering of Rs. 20,000.

- 3 Proof of registration (if applicable) and the proof of payment i.e., RTGS/NEFT number and its scan copy is to be uploaded in the technical bid.
- 4 Bidders are to submit "Integrity Pacts" on Rs. 100 non judicial stamp paper in two original copies.
- 5 Earnest money shall be deposited through RTGS/NEFT in the account of Sr. A.O. Cash Main, D.D.A having account No. 1014042405 with Central Bank of India, Vikas Sadan, I.N.A. Branch, New Delhi (IFSC Code CBIN0282695). The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer at Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>) by the prescribed date. The Director (Systems) will get earnest money verified from Sr. A.O. Cash Main based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened

Earnest money has to be deposited through separate transaction.

- (1) EMD : Rs. 2,20,000/- (to be deposited through RTGS/NEFT in the account of the Sr.A.O Cash (Main) as mentioned above.
- (2) The unique transaction reference of RTGS/NEFT against EMD shall be placed online at respective location before bid submission closing date & time.

Online tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit and other documents placed in the specified location are found in order.

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “**Online Bidder Enrollment**” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained through Help desk. Bidder should take into account the corrigendum published before submitting the bids online.

- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

- 16) Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
- 19) The details of payments made through RTGS/NEFT should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120 400 1002, 0120 400 1005, 0120 400 00462, 0120 627 7787 or send a mail over to cppp-nic@nic.in, support-eproc@nic.in

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

INTEGRITY PACT

To

.....
.....
.....

Sub: RFP No. for the Work

Dear Sir,

It is here by declared that DDA is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the integrity Agreement on behalf of the DDA.

Yours faithfully

Director (Systems)

To,

Director (Systems),

.....,

.....

Sub: Submission of Tender for the Work of

Dear Sir,

I / We acknowledge that DDA is committed to follow the principles there of a enumerated in the integrity Agreement enclosed with the tender/bid document.

I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I / We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process.

I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by DDA I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article-1 to the enclosed Integrity Agreement.

I / We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, DDA shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of DDA.

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this Day of 20

BETWEEN

Chairman DDA represented through Director (Systems),

.....

(Name of Division)

DDA, (Hereinafter referred as the

(Address of Division)

'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....

(Name and Address of the Individual / firm / Company)

through (Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder / Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (RFP No.

.....) (hereinafter referred to as "Tender / Bid") and intends to award, under laid down organizational procedure, contract for

.....

(Name of Work)

Hereinafter referred to as the "Contract".

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender / Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

(1) The Principal / Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a) No employee of the Principal / Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal / Owner will, during the Tender process, treat all Bidder(s) with equality and reason. The Principal / Owner will, in particular, before and during and Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- c) The Principal / Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biases nature.

(2) If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned of if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: commitment of the Bidder(s) / Contractor(s)

(1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s) / Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in Tender process and during the Contract execution.

- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage to any kind whatsoever during the Tender process or during the execution of the Contract.

- b) The Bidder(s) / Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents / representatives, if any. Either and Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel tender for the same item.
- e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s) / Contractors(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s) / Contractor(s) will not directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interest.

(5) The Bidder(s) / Contractors(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article3: Consequences of Breach

Without prejudice to any rights that may be available to the principal / Owner under law or the Contract or its established policies and laid down procedures, the principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s) / Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal / Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s) / Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal / Owner.
2. Forfeiture of EMD / Performance Guarantee / Security Deposit: If the Principal / Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated / determined the Contract or has accrued the right to terminate / determine the Contract according to Article 3(1), the Principal / Owner apart from exercising any legal rights that may have accrued to the Principal / Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee ad Security Deposit of the Bidder / contractor.
3. Criminal Liability: If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal / Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State government or any other Central / State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings / holiday listing of the Bidder / Contractor as deemed fit by the Principal / Owner.
3. If the Bidder / Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal / Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders / Contractor / Subcontractors

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement / Pact by any of its Subcontractors/sub / vendors.
2. The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and contractors.
3. The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions any stage of the Tender process.

Article 6 - Duration of the Pact

This pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged determined by the Competent Authority, DDA.

Article 7 – Other Provisions

- (1) This pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal / Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner / Principal in accordance with this Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.

Article 8 - LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the parties agree that this Integrity Pact will have precedence over the Tender / Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Bidder / Contractor)

.....
(For and on behalf of Bidder / Contractor)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated:

List of DDA Other Offices Apart from Vikas Sadan & Vikas Minar

Address / Locations	DDA office	Phone No.
Khelgaon, Shahpur jat, New Delhi-49	CE(Projects)	26497420
Khelgaon, Shahpur jat, New Delhi-49	CE(South), Zonal office	26490865
	CAU, South Zone	26493957
Khelgaon, Shahpur jat, New Delhi-49	CC-18	
Dwarka Project Office, Mangla puri	CE(Dwarka)- Zonal office	25036050
	Circle 1, electrical	25034020
	Circle 2	25036050
	Circle 13	25058684
	CAU- Dwarka	25036245
	WD6	25031798
	WD9	25036128
	Director (Planning)	25036238
	FO to CE	
Dwarka Sector-5 Nursery	SWD6	25070398
	SWD7	25086094
	SWD8	25075581
	SWD9	25081394
	EID12 electrical	25087381
	EID2 electrical	25075582
	EID5 electrical	25081646
	WD8	25086564
	WD10	25035441
	Horticultur Div Dwarka	

Address / Locations	DDA office	Phone No.
Dwarkasports complex, Secor-11 Dwarka, ND-75	Sports complex	25089733
Lakkad Mandi, Kirti Nagar	Circle 17	25101593
	WD3	25451340
	WD12	25933722
	WD13	25934473
	WD15	25934926
	Flyover Division-I	25413202
	Inquiry Officer	
D-3 block, Vasant Kunj (Nr. Fortis Hospital)	CE(electrical), zonal office	26121724
	SED12(CWGD3)	26893107
	SE Electrical	
Masoodpur Dairy, Near Fly over, Vasant Kunj	CAU-SWZ	26892385
		26892023
	SWD1	26892385
	SWD2	26893256
	SWD4	26892023
	EID6 electrical	26139532
DDA complex , Adjoining DDA Flats, Munirka	Circle 1, SW Zone,	26184820
	Circle 16, SE Zone	26180220
Vasant Kunj Sports complex, D2, Vasant Kunj	Sports complex	26136731
		26136732
	Electrical Office	
DDA Training Institute D-6 Vasant Kunj		

Address / Locations	DDA office	Phone No.
Nelson Mandela Road, D-6 block, Near Fly Over, Vasant Kunj	Master Plan Division 2021	26124875
Shaikh Sarai	Hort Div.-1	
	Hort Div.-4	
	Hort Div.-6	
Common Wealth Games, Seedbed Park, Pusta , Laxmi Nagar	CWGD1 (formerly WD1)	22481602
DDA Office Complex, Outer ring road, Madhuban Chowk, Sector-14, Rohini, New Delhi-110085	CE(Rohini) Zonal office	27941529
	Circle 6,	27941318
	Circle 9	27941604
	Circle 14,	27941528
	CAU-Rohini	27944281
	RPD 2	27940521
	RPD 7	27942902
	RPD4	27945624
	RPD8	27915549
	RPD10	27040982
	RPD12	27056788
	EID4 electrical	27945043
	EID9 electrical	23370632
	Planning	
Building		
DDA Office Complex, Outer ring road, Deepali Chowk, Sector-3, Rohini, New Delhi-110085	RPD 1, Room No:80	27940230
	RPD 5, Room No:78	27941523
	RPD 6, Room No:104	27941622
	RPD 9	27941604

Address / Locations	DDA office	Phone No.
	RPD 13, Room No:69	27943032
	Land Management	
	Planning	
JIMS near Jaipur Golden Hospital Sector-3 Rohini	Civil / Electrical Division	
Sec-10 Rohini Near City Centre Mall	Horticulture Div-5	
Rohini Sports complex, Sector-14, Rohini, ND-85	Sports complex	27557314
Shopping Plaza, Sector-3, Rohini, Delhi-110085	RPD11	27040224
		98688100507
Jhandewala, cycle market, phase-II	Circle 7, North Zone	23527690
Opposite T.V Tower, Pitampura- 110088	Circle 11, North Zone	27325534
	ND 1	27325534
	ND 9	27321544
Near Rama Market Pitam Pura	Horticulture Div-2	
Rashtriya Swabhiman Khel Parisar, Sports complex,Adjacent to T.V Tower, Pitampura -110088	Dir(Sports)	27326147
At the crossing of Rly. Line & Underbridge, Phase-I, Ashok Vihar	Circle12, North Zone	27244031
	Circle 11	27244031
	ND 11	27244044
	ND 10	27118476
	CAU- North Zone	27118476
Lakshmi Nagar, yamuna pusta	CAU-East Zone	22483962
	ED 9	22483962

Address / Locations	DDA office	Phone No.
	ED 14	22485841
	ED15 (Common Wealth Games Division 4)	22483872
	EID1 Electrical	22485735
	EID10 Electrical	22485099
	ED10	22484881
Azadpur, Jahangir puri	Store division-I(finance unit)	27691192
	Horticulture Div-10	
B-2B, Near Chhoti Subji Mandi, Janakpuri	Dir(Material Management)	25551655 25529861
	WD 2	25551655
	Store division-II(finance unit)	25590858
	ED-7	
	Janak Puri Hort Div-3	
	Janak Puri Hort Div-8	
Double Tank, Paschim Vihar	WD 7	25261929/25529861 (Dir (MM))
Pkt A-14, Kalkaji Extn, Near Govind Puri Police Post	SED 7	29959126
	SED 8	26096180
Sarita Vihar, DDA complex, Near Madanpur Khadar Mor , Mathura Road, ND-44	Circle 15(SE Zone)	26944748
	SED 5	26946524
	SWD 5	26971214
	Flyover Div-4	
Sarita Vihar, DDA complex, Near Flyover, Mathura Road, ND-44	SED 1	26941849
	SED 4	26942398
Astha Kunj Park Near Nehru Place	SED 3	20909575

Address / Locations	DDA office	Phone No.
Subhash Nagar	Land Management	
Office of EE, SFS flats , Motia Khan, Delhi-110055	ND2	23618856
Mukherjee Nagar, Opp. BBM Depot, Kingsway Camp	ND3	27608140
80 Meter Road Moni Baba Park Near Bhor Garh Narela	ND4	27282604
	ND8	
	ND12	27285452
DDA office complex, Over Head Tank Lawrence Rd , Near B4 Pocket	ND5	27188613
	EID7 Electrical	27186249
Pkt-I Dilshad Garden, Near Gauri Shanker Mandir	ED2	22596958
	ED3	22595675
	ED5	22581258
Taj Enclave , Pusta Wali Road , White Buiding	ED12	22508342
CBDSahadra, Karkardooma, Delhi	ED4	22302425
Siri fort Sports complex, August Kranti Marg, Sirifort, New Delhi- 110049	Cau(Proj&CWG)	26497482
	Dir(Sports)	26496657
Yamuna Sports Complex, Yamuna Vihar, Surajmal Vihar, Delhi-95	Dir(Sports)	22166499
		22164726
Saket Sports Complex, Behind Modi hospital, Saket, New Delhi-17	Dir(Sports)	29561742
		29567581
Chilla Sports Complex, Dallu Pura, Near Dharam Shila Hospital, New Delhi-64 ???96	Dir(Sports)	22624859
		22623184
Hari Nagar Sports Complex, Nr. Hari Nagar Ghanta Ghar, Beri wala Bagh,	Dir(Sports)	25143758

Address / Locations	DDA office	Phone No.
ND-64		25136683
Poorvi Delhi Khel Parisar, Nr. GTB Hospital, Dilshad Garden, Delhi-64	Dir(Sports)	22571088 22314167
Major Dhyan Chand Sports Complex, Near I Block Ashok Vihar, Phase-II, Delhi-52	Dir(Sports)	27305012 27305338
Paschim Vihar Sports Complex, A-6 Block, Paschim Vihar, New Delhi-63	Dir(Sports)	25261165
Outab Golf Course, Lado Sarai,	Dir(Sports)	26969127
Bhalaswa Golf Course, Bhalaswa, Jahangir Puri, Near Azadpur Bypass, New Delhi	Dir(Sports)	65900102
Netaji Subhash Sports Complex, Jasola, Behind Appolo Hospital, Delhi	Dir(Sports)	26971301
LG office Court Lane, Raj Niwas, Near Kashmere Gate	Mr. P.S.Joshi Assistant Director	23979218
High Court Law Department Building, Room No: 425-426, 4 th Flr	Deputy CLA	23389451 23070466
Tis Hazari Court Tahsil Building, Chamber No-28	SLO (Tis Hazari)	23914113
Karkardooma Court Chamber No: 425, D-Block	JLO	22382139
Rohini Court		
Dwarka Court		

Technical Evaluation Marksheet

(Marks: 65 – Sixty Five)

Criteria : Those Bidders who get 45 (Forty Five) Marks and above in Technical Evaluation, will qualify for their Price Bid Opening

Sl. No.	Criteria	Max. Marks	Marks
1.	Financial Strength of the Bidder	10 Marks	
	(a) Average Turnover for the last 3 Financial years from Internet Services, Data Centre Services and Connectivity Services from the published & audited Balance Sheets (April 2015 – Till Bid Submission Date)	5	>= Rs. 100 Crore – 5 Marks >= Rs. 75 Crore but < Rs. 100 Crore – 4 Marks >= 50 Crore but < Rs. 75 Crore – 3 Marks
	(b) Net worth of the Bidder from the published & audited Balance Sheets (April 2015 – Till Bid Submission Date)	5	>= Rs. 50 Crore – 5 Marks >= Rs. 25 Crore but < Rs. 50 Crore – 4 Marks >= Rs. 10 Crore but < Rs. 25 Crore – 3 Marks >= Rs. 5 Crore but < Rs. 10 Crore – 2 Marks Positive but < Rs. 5 Crore – 1 Mark
2.	Past Experience of Completed	20 Marks	
	(a) System Integration Projects Cost (Internet Service Provider, DC/DR Service and WiFi enabled Service) during April 2015 – Till Bid Submission Date	10	Marking to be used for 3 Case studies. For average of projects out of three mandatory projects, the marks will be as follows:- >= Rs. 10 Crore – 10 Marks >= Rs. 5 Crore but < Rs. 10 Crore – 8 Marks >= Rs. 2 Crore but < Rs. 5 Crore – 6 Marks >= Rs. 50 Lakh but < Rs. 2 Crore – 4 Marks >= Rs. 10 Lakh but < Rs. 50 Lakh – 2 Marks < Rs. 10 Lakh – 1 Mark
	(b) Experience in implementing large networks including WiFi nodes of Network Points in last 5 years (April 2013 – Till Bid Submission Date)	5	>=2000 Nodes – 5 Marks >=1000 but < 2000 Nodes – 4 Marks >= 500 but < 1000 Nodes – 3 Marks >= 100 but < 500 Nodes – 2 Marks
	(c) Experience in managing large networks including WiFi nodes of Network Points in last 5 years (April 2013 – Till Bid Submission Date)	5	>=2000 Nodes – 5 Marks >=1000 but < 2000 Nodes – 4 Marks >= 500 but < 1000 Nodes – 3 Marks >= 100 but < 500 Nodes – 2 Marks
3.	The Bidder shall have their service / spares center in Delhi-NCR, details of the same shall be enclosed. If the Bidder doesn't have a service facility in Delhi-NCR, then necessary proof for the understanding with vendor having service centers in Delhi-NCR to provide service support to DDA for this project is to be enclosed.	5	Yes – 5 Marks No – 0 Marks
4	Solution Proposed	15 Marks	
	(a) Completeness and Correctness of the solution offered	3	
	(b) Completeness of Comprehensive Bill of Material of the hardware, software and other required Accessories (Cables, Switches, Routers, Modems, Check	2	

	Points, Security Appliances etc.) including internet bandwidth routers with model numbers.		
	(c) Detailed Network Diagram	2	
	(d) Internet Services and WiFi coverage as per the solution proposed	2	
	(e) Tools used for management of implementation support	2	
	(f) Strategy to maintain all the SLAs	2	
	(g) Approach and Plan for issue resolution, helpdesk etc.	2	
5.	Selection of OEMs from Gartner's quadrants for all the Network Active Components for the proposed Service	5 Marks	Leader's Quadrant – 5 Challenger's Quadrant – 2 Others – 0
6.	Bidders awareness of the risks in the project	5 Marks	
	(a) Completeness of Project risks identified (if any)	3	
	(b) Mitigation plan provided for the identified risks (if any)	2	
7.	Presentation	5 Marks	
	(a) Quality Presentation & Clarity of Response	1	
	(b) Approach adopted	3	
	(c) Senior Management Commitment	1	

DELHI DEVELOPMENT AUTHORITY

Deputy Director(Systems) on behalf of Delhi Development Authority invites E-tender for **“Selection of Agency for providing Internet Leased Circuit Services, Dedicated Webserver Managed Hosting Services and Wi-Fi Enabled Internet service for DDA”** in two bid system from the specialized Agencies/Firms having experience 5 years & turnover more than INR 50 Crore each during previous three years from Internet services.

Earnest Money Rs. 2,20,000
e-Tendering annual charges upto Rs.20000/-

Scope of work as detailed in tender document.

The tender document consisting of eligibility criteria, scope of work and other details alongwith other necessary documents are available at DDA's website www.dda.org.in and at CPP portal of NIC at URL <http://eprocure.gov.in/eprocure/app>.

Various important dates are as follows:

Document download start:-	date & time	10/01/2019	3:30 PM
Pre-bid meeting	date & time	15/01/2019	3:30 PM
Release of Response to clarifications	date & time	22/01/2019	3:30 PM
Document download end:-	date & time	01/02/2019	3:30 PM
Submission of Technical & Financial Bids:-	date & time	01/02/2019	upto 3:30 PM
Technical Bid opening:-	date & time	04/02/2019	3:30 PM
Financial Bid opening:-	shall be intimated later on to only Technical bid Qualifiers.		

For any clarification may contact at Ph. 24694157 or 0120 400 1002, 0120 400 1005, 0120 400 00462, 0120 627 7787

Please visit DDA's website at www.dda.org.in or dial 1800110332