

**REGISTERED BY POST/BY HAND**

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**DDG IT**, Dte Gen of Info Sys  
General Staff Branch  
Integrated HQ of MoD (Army)  
West Block - III, RK Puram  
New Delhi -110 066

**RFP No : 1603/ASDC/SDG/DGIS(KLP)/DDG IT (Projs)**

15 Jun 2009

To,

(Vendor concerned)

**INVITATION OF BIDS FOR ESTABLISHMENT OF CONFERENCE ROOM AT  
NEW KLP OF DIRECTORATE GENERAL OF INFORMATION SYSTEMS**

Sir,

1. **Deputy Directorate General Information Technology (DDG IT)**, Integrated HQ of MoD (Army), hereinafter referred to as Customer, is interested in **"Establishment OF Conference Room at New KLP of Directorate General of Information Systems"** as mentioned in Appx A. The project is to be executed as a turnkey project. Please give your technical and commercial offers as per Appendices A & B attached. Following points may please be adhered to while filling up the forms for bidding purposes : -

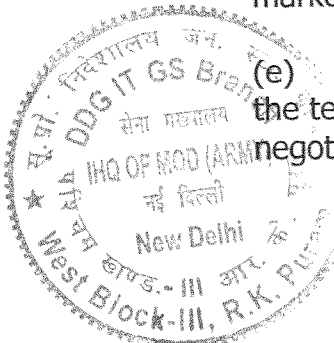
(a) Only the enclosed formats (Appendices) in original will be used. All sheets will be submitted duly affixed with the Company's stamp and signature of the authorized signatory of the company. Additional sheets, duly authenticated, may be attached to elucidate specifications or clarify specific issues.

(b) The costs to be indicated for each item should be the landed cost of the item, inclusive of all taxes, levies, freight etc. However rate/amount of ED/ST or any other levies, chargeable will be shown separately to make up the landed cost.

(c) Total costs for the full quantity to be supplied will be indicated.

(d) Technical and commercial offers will be submitted in Separate envelopes marked "Technical Offer" and "Commercial Offer" respectively.

(e) The Vendor who meets all the qualitative requirements as evaluated by the technical evaluation committee (TEC) shall only be considered for further final negotiation.



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(f) The commercial bid will be valid for a minimum of 120 days from the date of opening of tenders at DDG IT.

(g) Only OEMs or vendors authorized to quote on their behalf specifically for this tender will respond quoting OEM products only.

(h) This RFP is being issued with no financial commitment and the buyer (DDGIT in this case) reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

(j) Incomplete/incorrect tender will be liable to be rejected.

(k) The cost of each item should be mentioned terms of Basic Cost, Taxes, Levies, Octroi and Total cost in separate column (if some columns not applicable "Nil" can be written).

2. You are requested to indicate your acceptance of the above offer based on the terms and conditions as given out in the succeeding paragraphs.

3. **Scope of the Project.** The project should be executed on a turnkey basis, that is, the Vendor would be responsible for the supply, delivery, installation, integration and testing of the complete system including all hardware and software. The Vendor will also be responsible for maintenance and up-gradation of the system and training of Army personnel to operate and maintain the system. The vendor will be responsible for the matching of decor & aesthetics of the Conf Room to ensure a world class & state of the art design & layout. A suggested layout of the Conf Room, to include all its components, which require to be integrated is attached as Appendix P. The details of the project execution is as under:-

(a) Installation & commissioning of hardware to incl data wall of 3x2 configuration & associated hardware.

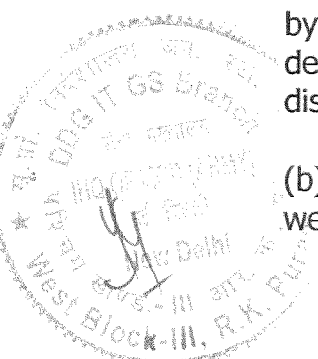
(b) Installation & commissioning of System Software .

(c) Integration & commissioning of the complete system incl hardware & software & training of personnel on the utilities of the same.

4. **Delivery and Implementation Schedule.** Details of project implementation are as under: -

(a) Delivery of hardware, associated software and accessories within 8 weeks of placement of supply order at the new KLP of DG Info Sys, Rao Tula Ram Marg, New Delhi-10. Please note that the contract can be cancelled unilaterally by the buyer(DDGIT) in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the buyer, with applicability of LD clause.

(b) Acceptance of hardware, associated software and accessories within four weeks of its delivery & integration at DG Info Sys. The hardware and



accessories will be delivered with the application software for acceptance testing along with the accessories, media, documentation and certificate of authenticity and licences as applicable.

5. **System Maintenance.** During the period of warranty, the vendor would provide System Maintenance. Vendor will provide the following: -

(a) During the period of warranty the vendor will ensure that the system continues to perform in exactly the same manner as at the time of acceptance.

(b) **Hardware Maintenance.** It will be mandatory for vendors to have service facilities at New Delhi. This information will be provided along with the Technical Bids Appendix B. The information being provided by the vendor at Appendix C shall be physically verified by a team of officers (if required). In the event of any information being provided by the vendor in his bid found to be untrue, the bids of the vendor are liable to be rejected.

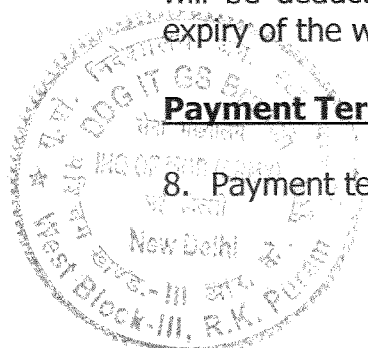
(c) **Arrangements for Warranty.** Where the tenders are quoted for by resellers/ channel partners on behalf of OEMs, proof in writing to the effect that a back to back arrangement/exercising of support pack options with the OEM for the second and third year of warranty, shall be provided on placement of supply order. This shall be required for the peripherals such as printers, UPS also. Failure to provide sufficient proof for the arrangements shall either result in non-processing of payments due to the vendor or cancellation of supply order.

6. **Acceptance Testing.** On delivery of all Hardware and commercial software (pre-installed) the system will be subjected to detailed acceptance testing procedure. The details of the procedure will be worked out jointly by the vendor and the user. The specifications of the equipment should be in conformity with the details provided by the vendor and as per the given specifications. The user would issue an acceptance certificate on successful completion of acceptance testing. The date of issuing the acceptance certificate would be deemed to be the date on which the warranty will commence. The acceptance testing would be carried out after the first set of personnel are trained on the utilisation, maintenance & upkeep of the installed hardware & software.

7. **Performance Bank Guarantee.** 10% of the complete cost of Project shall remain under Bank Guarantee till 60 days after the expiry of the warranty as Performance Warranty. The vendor shall furnish a performance Bank Guarantee equal to ten percent (10 %) of the total value of the contract within seven days of the receipt of supply order. The bank guarantee will be of a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd , AXIS Bank Ltd or HDFC bank Ltd). In case of non adherence to the delivery schedule for all deliverables of the project as given above in Para 3, liquidated damages as given in Para 8 and 9 will be deducted from this amount. Bank guarantee will be valid till 60 days after expiry of the warranty.

**Payment Terms.**

8. Payment terms are as under: -



(a) 60% of the total project cost will be paid on delivery of the Hardware and Commercial Softwares (pre-installed) at DG Info Sys, Rao Tula Ram Marg, New Delhi-10.

(b) 40% of the total project cost will be paid on satisfactory acceptance of the Hardware and Commercial Softwares (pre-installed).

9. **Liquidated Damages.** In the event of the seller's failure to submit the Bonds, Guarantees, documents, supply of stores/goods and conduct trials, installation of equipment, training etc as specified in the supply order, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The buyer may also deduct from the seller as agreed, liquidation damages to the sum of 0.5% of the Supply order price of the delayed/ Undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

10. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 10 weeks after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/ company etc.

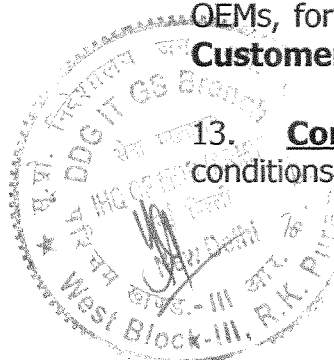
(d) In case the documents regarding OEM certifications etc are not found to be correct.

11. **Method of Payment of Liquidated Damages.** The amount charged as liquidated damages would be deducted by the Customer from the amount due for payment to you. If the amount of such LD exceeds the payments due to you, you shall within 30 (thirty) days make payment to the Customer in FULL & FINAL settlement of claims.

### **Warranty and Maintenance Backup**

12. **Free Warranty.** You will undertake to provide **three years comprehensive/onsite warranty** for the complete systems commencing on the date of acceptance. During warranty, you will repair/replace without any cost any equipment/part/accessory, which becomes defective except items of a consumable nature. During the warranty period all warranty benefits received by you from the OEMs, for any equipment pertaining to third parties will be passed on ***in toto*** to the **Customer.**

13. **Conditions During Warranty.** The systems should fulfil the following conditions during the warranty : -



(a) Any failure in the system or a subsystem thereof should be rectified within a maximum period of **24 hours** of lodging a complaint.

(b) If the system is down beyond **7 Days**, penalty at the rate of **Rs 500/-** (Rs Two Hundred and Fifty only) per day per system will be charged or recovered out of the Bank Guarantee held toward warranty. In case of any system/sub system being down for more than thirty working days, user has the option to get it repaired from any suitable agency at the risk and cost of vendor, which will be deducted from the Bank Guarantee due to vendor.

(c) Any system failing at subsystem level three times within a period of three months or displaying chronic faulty behaviour or manufacturing defects or quality control problems will be totally replaced by the vendor at his risk and cost within 15 days of being intimated.

14. **Annual Maintenance Contract.** AMC will be contracted at the option of user. All maintenance will be provided on site. Other terms and conditions governing AMC would be examined and finalized at the time of conclusion of warranty. Items of consumable nature, which will not be covered under AMC, must be specified while tendering.

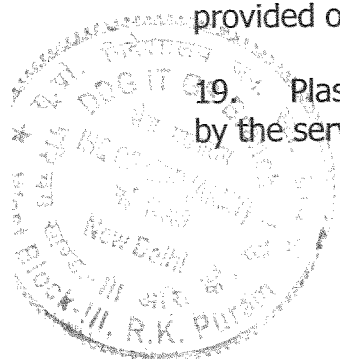
15. The modalities and rate of AMC will be worked out mutually between DG EME and Vendor. DG EME or his authorized representative at each site, on behalf of the user, will execute the contract for AMC. Failure to do so will amount to breach of contract. If AMC is signed, then bank guarantee equal to the cost of AMC will be deposited with concerned maintenance agency during executing AMC.

16. In case DDG IT/User Dtes wishes to maintain the eqpt in house or through a third party in case of unsatisfactory performance during the AMC period, you will continue to provide all spares/modules required, on payment, to maintain the systems in their original configuration, to the maintaining agency, for a minimum period of five years from the termination of the warranty. Failure to do so will amount to breach of contract.

17. **Commencement of AMC.** If the customer decides to exercise the option to enter into AMC upon expiry of the free warranty period, the agreement for AMC will be signed with the appropriate authority one month prior to the expiry of the free warranty period.

18. **Renewal of AMC.** The AMC will be renewed every year 12 calendar months from its commencement at the option of the user. If the Buyer decides to exercise the option to renew the AMC on expiry of the previous year's AMC, the agreement for the renewed AMC will be signed with the appropriate authority one week prior to the expiry of the previous year's AMC. All necessary documentation for signing of AMC will be provided one month prior to the signing of AMC.

19. Plasma Display Panel, Data walls installed and other such costly items covered by the service centre will be repaired on site.



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20. **Spares and Consumables.** Vendors will guarantee to provide spares and consumables on payment for a period of three years from the date of completion of warranty irrespective of AMC. Non-compliance will be treated as breach of contract and will attract legal action.

21. **Uptime.** You will guarantee to provide 99% uptime during warranty. In case of failure to maintain 99% uptime the proportionate loss to the Government will be made good by you as described in **Para 11** above. Alternatively, warranty may be extended by the duration for which you have been unable to provide specified uptime. The discretion to exercise either of these options lies with Deputy Directorate General Information Technology. Details of uptime shall be submitted by you, at least one month prior to expiry of warranty duly Call Reports. **You will also maintain a record of down time based on calls for service made on you and a quarterly report shall be submitted by you.** If option to extend warranty period is exercised, Bank Guarantee would be accordingly extended by you to cover warranty period.

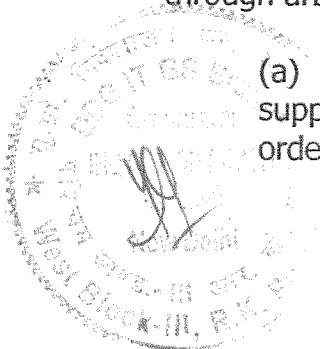
22. **Software Updates/ Upgrades.** You will guarantee provision of all hardware/ software updates/upgrades (provided by the principals free of cost), depending upon the option to be exercised by the user, for a period of five years including warranty period.

23. **Training of Personnel.** Training of personnel on the safety, upkeep, maintenance , small repairs & working of the equipment will be provided free of cost for ten (10) personnel during installation & commissioning of the Conf room. Considering the regular rollover of personnel refresher training on the same lines as the training at the time of commissioning shall be provided for at least ten (10) personnel every six (06) months in the warranty period. This refresher training shall include any changes/updates made to the software and the resultant changes in the training artefacts. This refresher training at the same frequency shall also be an integral part of the Annual Maintenance Contract negotiated, with the authorised representative of the DG EME, after the completion of the Warranty period for ensuring satisfactory sustenance of the solution and facility in the Directorate General of Information Systems.

24. **Option Clause.** This contract has an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.

25. **Arbitration.** All disputes or differences arising out of or in connection with the Supply Order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply Order or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The Arbitration is as per the following clauses:-

- (a) All disputes or differences arising out of or in connection with the present supply order including the one connected with the validity of the present supply order or any part thereof, should be settled by bilateral discussions.



(b) Any dispute, disagreement of question arising out of or relating to this supply order or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.

(c) Within sixty (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.

(d) The sole Arbitrator shall have its seat in New Delhi or such other place in India as may be mutually agreed to between the parties.

(e) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

(f) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

(g) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

**(Note** - In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the buyer and seller).

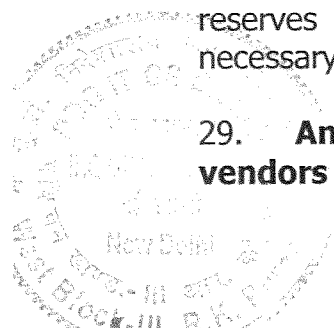
### **Submission of Offers**

26. You are requested put your offers in two Separate parts, i.e., **Technical and Commercial. Technical and Commercial offers will be submitted in Separate envelopes marked "Technical Offer" and "Commercial Offer" respectively.**

27. Make, model and version (Latest) will be specified for all items. **Complete technical specifications and literature for hardware and software will be attached with the Technical Bid.**

28. An offer received incomplete or ambiguous is liable to be rejected at the discretion of the DDG IT without recourse to further clarifications. The DDG IT also reserves the right to seek clarifications with one or more vendors if considered necessary and also not accept any offer at all in case they are not reasonably priced.

29. **Any conditions/terms given in the technical or commercial bids by vendors will not be binding on the DDG IT. All the terms and conditions for**



**the supply, delivery, testing and acceptance, payment, warranty, uptime, penalty will be as given herein and no change in any term or condition by the vendors will be acceptable. Alterations, if any, in the tender documents should be attested properly by the vendor, failing which the tender will be rejected. Vendors will not make any assumptions while submitting their bids. If required, clarifications will be sought prior to submission of bids.**

30. Basic price of each item and ED, ST or any other levies may be shown separately to arrive at final cost. All hardware items, for which excise duty is applicable, will be specified in the commercial bid. Vendor will be responsible to produce excise duty certificate in respect of all such items, whether manufactured by the vendor or otherwise.

31. Pre Bid meeting will be held on **1000h on 26 Jun 2009 at DDG IT office**. No representation in any form whatsoever will be accepted thereafter wrt the technical or commercial aspects. The representatives of various firms attending the Pre bid meeting on 26<sup>th</sup> are required to bring along a certificate stating they are authorised to attend the Pre Bid meeting on behalf of their Company . At the end of the Pre Bid Meeting all the representatives are required to furnish a certificate that all queries have been addressed & that there shall be no representation from their company thereafter wrt to any technical or commercial aspects wrt the project.

32. The format for the acceptance to the terms and conditions for the procurement are attached as **Appendix D**. These will be signed by the authorized company representative and stamped with the company stamp.

33. You are requested to send your best offer in the office of the undersigned by **1600 hrs on 17 Jul 2009**. Any offer received after this may be rejected at the discretion of the DDG IT.

34. Sealed bids should be either dropped in the tender Box marked as "**Tender Box for Est Of Conf Room At New KLP of DGIS**" or sent by registered post at the address given above so as to reach by the due date & time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non receipt of bid documents. Bids dropped in wrong tender box will not be considered.

35. The bids will be opened in DDGIT on the due date .The bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. This event will not be postponed due to non-presence of your representative.

36. All clarifications with respect to the RFP will be sought in writing from DDGIT, not later than 20(Twenty) days prior to the date of opening of the bids.

37. Canvassing by the bidder in any form, unsolicited letter, post-tender correction, use of unfair means to influence etc will result in their bids getting rejected and their Earnest money will get forfeited.

38. The check list of documents to be attached with the technical bid is given at **Appendix E**.

39. **Two-Bid-System.** In respect of this Two-bid system, Bidders are required to furnish clause by clause compliance of specification bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid.

| Para of RFP specifications item-wise | Specification item offered | of Compliance to RFP specification whether Yes / No | In case of non-compliance, deviation from RFP to be specified in unambiguous terms |
|--------------------------------------|----------------------------|-----------------------------------------------------|------------------------------------------------------------------------------------|
|                                      |                            |                                                     |                                                                                    |

40. The tender document and the bidding documents can also be downloaded from the website "**tenders.gov.in**" and the cost of tender document can be paid via demand draft while submitting the tender document. The bidders are free to visit the site at any point of time on week days or holidays without any special permissions whatsoever to carry out site survey. The Conf Room is marked & is located on the 3<sup>rd</sup> floor of the new KLP of DGIS loc at Rao Tula Ram Marg, New Delhi opp USI & IDSA building. For any further queries the following to be contacted:

(a) Col YM Sharma, Offg Dir ,DDGIT - Ph (o) 26196201

(b) Maj RK Maahi, SM , Jt Dir (Plg & Budget), DDGIT - Ph (o) 26196248

41. **Please ensure that this is your best and final offer.**

**Note.** Vendors will submit their technical and commercial bids on the original tender documents (including its appendices and annexure). Photocopies will not be accepted.



Yours faithfully,

  
(YM Sharma)

Col  
Offg Dir IT  
For DG Info Sys

