

Delhi Development Authority
[Systems Department]
Vikas Sadan, INA ,New Delhi 110 023

F3(8)2011/CC/

Issued to :
M/s _____

Serial no.
Dated :

Subject : Tender Notice for **“Internet Leased Circuits , Dedicated Web Server & Services”**.

Enclosures:

- | | |
|---|--------------|
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Sealed Tenders are invited for providing total solution, as per the scope of work given in Annexure-I, for providing.

- Internet Facility with 10Mbps dedicated leased circuit at Vikas Sadan near INA, New Delhi
- Internet Facility with 10Mbps dedicated leased circuit at Vikas Minar near ITO, New Delhi
- Internet Facility with 6Mbps dedicated leased circuit at Vikas Minar near ITO, New Delhi for UTTIPEC
- Dedicated Web Server on lease basis with maintenance services.

The terms and conditions shall be as under:-

1. The tender document shall be available at the Office of Director(Systems), 1st floor , B-block, Vikas Sadan , INA, New Delhi-110023 against a written request on the letterhead of the company and a payment through demand draft of Rs. 525/= drawn in favour of 'Delhi Development Authority' upto **09th January,2012**. This includes Rs. 25 as VAT.
2. Tender document is also available at DDA website "<http://www.dda.org.in>". In case downloaded tender document is used then Demand draft of Rs.525/= towards cost of tender document is to be furnished in technical bid. This includes Rs. 25 as VAT.

3. 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 a period of 180 days from the last date of submission of tender.
4. The tenderers are required to submit the technical bids and the financial bids in separate sealed envelopes marked/superscribed **“Technical Bid”** and **“Financial Bid”** respectively. Both these sealed envelopes i.e. containing “Technical Bid” as well as “Financial Bid” should be put in another sealed envelope. This sealed envelope containing sealed technical bid as well as financial bid should be superscribed **“Tender for Internet Leased Circuits, Dedicated Web Server & Services”** and **must reach the office of Director(Systems), Systems Department, 1st Floor, B-Block, Vikas Sadan, INA, New Delhi 110 023 not later than 3.00 PM on 09th January,2012.** Any delay due to postal / courier services shall not be the responsibility of the DDA.
5. **The technical Bids shall be opened at 3.30 PM on 09th January,2012** in the presence of tenderers or their representatives who wish to be present.
6. In case any of the above mentioned dates happens to be a holiday at DDA, it will be taken the next working day of DDA.
7. All the tendered envelopes must have the names, addresses, contact numbers and e-mail IDs of the tenderers to enable the return of the unopened bids in case it reaches late.
8. The Tenderer should furnish a demand draft payable at Delhi of Rs. 1.00 Lakh as Earnest Money in favour of ‘Delhi Development Authority’ with the Technical Bid. The amount will be retained by DDA as part of security deposit in case tender is accepted, otherwise it will be refunded. However no interest shall be payable on the earnest money or security deposit.
9. The Tenderers should furnish with the technical bid the following documents:-
 - i) Demand Draft of Rs. 525/= towards “cost of tender document” drawn in favour of “Delhi Development Authority” in case downloaded tender document is used.
 - ii) Demand Draft of Rs 1.00 Lakh towards Earnest Money drawn in favour of the ‘Delhi Development Authority’.
 - iii) Description of tenderer company (Annexure-III).
 - iv) Details of the tenderer Company’s experience in related services (Annexure-IV).
 - v) Copies of Audited Balance-Sheets for preceding 3 years(2008-09, 09-10, 10-11) showing the revenue earned from similar nature services and total revenue earned.
 - vi) Certificates for satisfactory services from the Government Organizations, Public Sector Undertakings, reputed Private

Companies where similar type of services may have been provided by the tenderer in last three years with name, designation and telephone numbers of the contact persons in the said organisation who could be contacted for necessary verification.

- vii) An affidavit (as per annexure VI) on non-judicial stamp paper that tenderer company fulfills all eligibility criteria mentioned in this tender document under head “Eligibility Criteria of Tenderer”.
- viii) Requisite documents in support of “Eligibility Criteria of Tenderer” as mentioned under clause 21.

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 and is liable to be rejected.

- 10 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 service-centre. 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.
- 11 The decision arrived at for finally short-listing the tenderers by the tender Committee and the Commissioner (Systems) shall be final and binding upon all the tenderers.
- 12 Commissioner (Systems), DDA shall have the right to reject all or any of the tenders including the lowest tender without assigning any reason whatsoever.
- 13 The Tenderer shall submit the financial bid as per Annexure V.
- 14 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.
- 15 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.
- 16 If the tenderer, whose tender is accepted, does not execute the agreement within the prescribed time, the entire earnest money shall stand forfeited.
- 17 The tenderer 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 tenderer is not interested in providing the services and entire earnest-money/security-deposit shall stand forfeited.

- 18 The assignment is initially for a period of one year which can be extended by DDA for second and third year, at its absolute discretion, 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. 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.
- 19 The Tenderers shall be free to discuss the issues, if any, with Commissioner (Systems), Director(Systems) & DD(Systems) with prior appointment.
- 20 If the tenderer finds any hindrance in the start of the services (i.e. internet 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 Commissioner(Systems) who may grant the same in writing, if reasonable and satisfactory cause is shown. The extension can be granted by the Commissioner(Systems), for a maximum period of one month, in his absolute discretion and if he finds the cause shown as genuine and sufficient.
- 21 **Eligibility Criteria of Tenderer:**
- a) The Tenderer must have had a turnover of more than Rs. 50 crores in the previous year.
 - b) The Tenderer must have level3 Internet Data Center and a 24 x 7 Call Centre (to take care of the upkeep, maintenance of services and ensure smooth functioning).
 - c) The Tenderer must be class 'A' Internet Service Provider (ISP) as per classification of Department Of Telecommunication Govt of India.
 - d) Tenderer should have atleast two International (ILD) gateways i.e., one main and other as fallback arrangement.
 - e) Tenderer must have direct peering with multiple tier-1 ISPs.
 - f) The dedicated hosting facility should be ISO27001/ ISO20000 certified.
 - g) Tenderer should have done similar work of providing hosting infrastructure services for at least 10 organisations.
 - h) Tenderer must have relevant experience of minimum 5 yrs in Data Center Services and Connectivity Services.
- 22 The tenderer will not sub-let / sub-contract after getting the assignment. In the event of tenderer sub-letting the work / sub-contracting after the award of the work, the tenderer shall be considered to have thereby committed a breach of agreement and performance bank guarantee shall be invoked. The tenderer shall have no claim for any compensation or any loss on this account.

- 23 The decision of the VC, DDA with respect to any of the matters pertaining to the tender or the agreement or arising there from shall be final and binding and shall not be called in question in any proceedings or at any forum whatsoever.
24. In case of any dispute between parties of this contract, the same shall be subject to the jurisdiction of Delhi Courts only

[S.C.Mangla]
Dy Director(Systems)

SCOPE OF WORK

ANNEXURE-I

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. 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) 10 Mbps (1:1) Internet Leased Circuit at DDA Vikas Sadan office (near INA)
- ii) 10 Mbps (1:1) Internet Leased Circuit at DDA Vikas Minar office (near ITO)
- iii) 6 Mbps (1:1) Internet Leased Circuit at DDA Vikas Minar office (near ITO) for UTTIPEC.

DEDICATED SERVER MANAGED HOSTING

- 1) Provide Dedicated state of the art Web Server on lease basis 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
 - 600 GB usable Disk storage with high availability.
 - Supply and management of Window-2008 64 bits Enterprise Server OS
 - Redundant Power Supply to take care of the power supply failure
- 2) 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 licences.
- 3) Tender shall install , configure , ensure that Server is kept operational 24hrs * 7 days a week and shall further ensure a minimum 98% uptime.
- 4) Tenderer shall provide 750 mail accounts of 20 MB 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.
- 5) Tenderer shall provide FTP access to the webserver.
- 6) 300 GB Internet Data Transfer per month
- 7) Tenderer shall provide IPSec based VPN access to the Server from DDA Vikas Sadan office.
- 8) Tenderer shall provide control panel for giving admin user access rights to this web server.
- 9) Tenderer shall maintain and shall take care of the day to day upkeep of the Dedicated Web Server in its premises.
- 10) The tenderer shall follow the Web Server security guidelines issued by CERT-In on 17.08.2004.
- 11) Tenderer shall have their infrastructure audited by Information Security Auditors as per Web Server security guidelines issued by CERT-In on 17.08.2004.
- 12) Tenderer shall locate the Web Server and shall provide access to DDA's authorized officials.
- 13) Tenderer shall setup logging mechanism.

- 14) Tenderer shall provide DNS registration and Public IP Address.
- 15) Tenderer shall do system health monitoring & provide reports.
- 16) 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.
- 17) 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.

DRAFT OF AGREEMENT

This agreement is executed at New Delhi on this day of....., 2012 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 Agency") 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 "Internet Leased Circuits, Dedicated Web Server & Services" 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 which can be extended by DDA for second and third year, at its absolute discretion, 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 for second and third year. During extended tenure of service same terms & conditions shall 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.
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. If M/s finds any hindrance in the start of the services (i.e., internet services and making the dedicated server available) so as to necessitate an extension of time allowed in the tender, then M/s shall apply in writing to Commissioner(Systems) who may grant the same in writing, if

reasonable and satisfactory cause is shown. The extension can be granted by the Commissioner(Systems), for a maximum period of one month, in his absolute discretion and if he finds the cause shown as genuine and sufficient. No further extension over and above one month would be provided and the earnest money shall be liable to be forfeited.

5. **Payment Terms**

Annual charges shall be payable at half yearly interval in advance against performance bank guarantee of equivalent amount valid for the entire period of agreement.

6. **Penalty Clauses**

- a) M/s..... shall provide & maintain the services as given in Annexure-I on 24hrs * 7days a week basis.
- b) M/s shall ensure 98% uptime (averaging to be done on monthly basis) of (a) Shared Internet Leased Circuits and (b) Dedicated Web Server & Services. In case uptime is below 98% 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) and (b) 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.

7. M/sshall not sub-let / sub-contract after getting the assignment. In the event of M/s sub-letting the work / sub-contracting after the award of the work, M/s..... shall be considered to have thereby committed a breach of agreement and performance bank guarantee shall be invoked. M/s..... shall have no claim for any compensation or any loss on this account.

- 8 For repair at DDA site, DDA calendar & working hours shall be observed as far as possible or mutually agreed time.

9. The decision of the VC, DDA with respect to any of the matters pertaining to the tender or the agreement or arising there from shall be final and binding and shall not be called in question in any proceedings or at any forum whatsoever.

10. In case of any dispute between parties of this contract, the same shall be subject to the jurisdiction of Delhi Courts only

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.

ANNEXURE-III

DESCRIPTION OF TENDERER COMPANY

1. Name of the Tenderer Company
2. Year Established
3. Office Address
4. Telephone No.
5. Fax No.
6. Email Id
7. Since when the tenderer is in the field of
 - a) Data Center
 - b) Connectivity
8. Organisations where similar services provided during previous year
9. No. of full time employees :
10. Details for previous three years:

	2008-09	2009-10	2010-11
Turnover from similar services			
Total turnover			

11. List of documents enclosed within Technical bid, please mark Yes/No:

a	In case downloaded tender document used , “cost of tender document” as Rs 525 in the form of a demand draft	
b	Earnest money of Rs. 1.00 Lakh in form of a demand draft	
c	Annexure – III Description of tenderer company	yes
d	Annexure- IV Details of the tenderer company's experience in related services	
e	Copies of Audited Balance Sheets for years 2008-09, 2009-10, 2010-11 showing the revenue earned from the same nature of services and total revenue earned.	

f	Certificates for satisfactory services from the Government Organizations, Public Sector Undertakings, reputed Private Companies where similar type of services may have been provided by the tenderer in last three years with name, designation and telephone numbers of the contact persons in the said organization who could be contacted for necessary verification.	
g	Annexure – VI Affidavit on non-judicial stamp paper	
h	Documents in support of “Eligibility Criteria of Tenderer”	

As of this date the information furnished in all parts of this form is correct.

(Name & Designation
of the person signing)

(Signature)
seal

(Date)

ANNEXURE-IV

DETAILS OF THE TENDERER COMPANY'S EXPERIENCE IN RELATED SERVICES

Indicate projects undertaken by the tenderer relating to "Internet Leased Circuits, Dedicated Web Server & Services" only
(Separate sheet for each project to be attached)

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)

ANNEXURE-V

Financial Bid Form for “Internet Leased Circuits, Dedicated Web Server & Services”

A) Internet Annual Charges Rs-----
which includes Bandwidth/port charges, Last mile charges,
Registration, Installation, Modems, Routers etc for
10 Mbps (1:1) Internet Leased Circuit at Vikas Sadan ,
10 Mbps (1:1) Internet Leased Circuit at Vikas Minar and
6 Mbps (1:1) Internet Leased Circuit at Vikas Minar(for UTTIPEC)
as detailed under scope of work in Annexure-I

B(i) Web Server Annual charges Rs-----
which includes One dedicated Server as per
the configuration and services detailed under
scope of work in Annexure-I
with Internet Bandwidth connectivity for 300
GB data transfer per month from Server
and inclusive of 750 mail boxes

B(ii) Additional per GB data transfer Rs-----
(beyond - 300 GB data transfer per month)

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)

ANNEXURE-VI

AFFIDAVIT on non-judicial stamp paper

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 Circuits , Dedicated Web Server & Services” at DDA.
- 2) That M/s fulfills all the eligibility criteria mentioned in tender document under head “Eligibility Criteria of Tenderer” which are as follows :
 - a) M/s had a turnover of more than Rs. 50 crores in the previous year.
 - b) 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).
 - c) M/s is class ‘A’ Internet Service Provider (ISP) as per classification of Deptt. Of Telecommunication Govt of India.
 - d) M/s.....is having atleast two International (ILD) gateways i.e., one main and other as fallback arrangement.
 - e) M/shave direct peering with multiple tier-1 ISPs.
 - f) M/shave dedicated hosting facility ISO27001/ ISO20000 certified
 - g) M/s have done similar work of providing hosting infrastructure services for at least 10 organisations
 - h) M/s have relevant experience of minimum 5 yrs in Data Center Services and Connectivity Services.
- 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 affidavit.
(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 therefrom.

Place :

Date :

Deponent