

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

F5[20]2008/CC/

Issued to :
M/s _____

Serial no.
Dated :

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

Enclosures:

- | | |
|---|--------------|
| 1. Scope of work | Annexure I |
| 2. Draft of Agreement | Annexure II |
| 3. Description of tenderer company | Annexure III |
| 4. Details of tenderer company's experience in related services | Annexure IV |
| 5. Financial Bid Form | Annexure V |
| 6. Affidavit | Annexure VI |

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

- Internet Facility with 2Mbps dedicated leased circuit at Vikas Sadan near INA, New Delhi
- Internet Facility with 2Mbps dedicated leased circuit at Vikas Minar near ITO, New Delhi
- 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. 100=00 drawn in favour of 'Delhi Development Authority' upto **25th November,2008**.
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.100/= towards cost of tender document is to be furnished in technical bid. .
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.

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), Computer Cell, 1st Floor, B-Block, Vikas Sadan, INA, New Delhi 110 023 not later than 3.00 PM on 25th November,2008.** 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 25th November,2008** 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 and addresses of the tenderers to enable the return of the un-opened bids in case it reaches late.
8. The Tenderer should furnish a demand draft of Rs.25,000/- 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. 100/= towards “cost of tender document” drawn in favour of “Delhi Development Authority” in case downloaded tender document is used.
 - ii) Demand Draft of Rs 25,000/- 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(2005-06, 06-07, 07-08) 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”.

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 be 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 Internet Data Center and a Call Centre (to take care of the upkeep, maintenance of services and ensure smooth functioning) in the National Capital Region.
 - 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 gateways i.e., one main and other as fallback arrangement.
 - e) Tenderer must have direct pairing with multiple tier-1 ISPs.
- 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 link for the entire duration of assignment/contract.

- i) 2 Mbps (1:1) Internet Leased Circuit at DDA Vikas Sadan office near INA, operational 24hrs * 7 days a week basis with 98% uptime.

G.703 interface is required to be provided at DDA site for which requisite modems, if any, are to be provided by tenderer which will remain property of tenderer. Tenderer is advised to visit the site to inspect available setup/Infrastructure. Available Router is CISCO 3745

- ii) 2 Mbps (1:1) Internet Leased Circuit at DDA Vikas Minar office (near ITO), operational 24hrs * 7 days a week basis with 98% uptime.

Serial port is available on router at DDA site for which requisite modems, if any, are to be provided by tenderer which will remain property of tenderer.

Tenderer is advised to visit the site to inspect available setup/Infrastructure.

Available Router is CISCO 2611

SERVER-COLOCATION

- 1) Provide Dedicated state of the art Web Server on lease basis with following configuration at the premises of the tenderer in Delhi/New Delhi or NCR(National Capital Region):

- Xeon Quad Core processor based Server with 2.93 GHz or higher speed
 - 16 GB ECC RAM
 - 4 X 146GB SAS Discs(10K RPM) Hot Swappable with Raid 1+0 controller
 - Window-2003 advance Server Operating System
 - 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 500 mail accounts of 10 MB each dynamically allocated pop-3 E-mail accounts. The E-mail accounts shall be accessible from Web interface.
- 5) Tenderer shall provide FTP facility.
- 6) Tenderer shall provide control panel for giving user access rights to this web server.
- 7) Tenderer shall maintain and shall take care of the day to day upkeep of the Dedicated Web Server in its premises.
- 8) The tenderer shall follow the Web Server security guidelines issued by CERT-In on 17.08.2004.
- 9) Tenderer shall have their infrastructure audited by Information Security Auditors as per Web Server security guidelines issued by CERT-In on 17.08.2004.
- 10) Tenderer shall locate the Web Server in Delhi/New Delhi or NCR (National Capital Region) and shall provide access to DDA's authorized officials.
- 11) Tenderer shall setup logging mechanism.
- 12) Daily incremental backup of website and mails shall be taken by tenderer at mutually convenient time.
- 13) DDA would install ORACLE on Web server. The installation and 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....., 2008 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 of Rs. 25000/- 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 than 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 than 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 this field
8. Organisations where similar services provided during previous year
9. No. of full time employees :
10. Details for previous three years:

	2005-06	2006-07	2007-08
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 100 in the form of a demand draft	
b	Earnest money of Rs. 25,000 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 2005-06, 2006-	

	07, 2007-08 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-judicial stamp paper	

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 etc for
2 Mbps (1:1) Internet Leased Circuit at Vikas Sadan and
2 Mbps (1:1) Internet Leased Circuit at Vikas Minar,
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 Bandwidth usage (100 GB data transfer per month)

B(ii) Additional per 5 GB , rounded off , data transfer Rs-----
(beyond 100 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 Internet Data Center and a Call Centre (to take care of the upkeep, maintenance of services and ensure smooth functioning) in the National Capital Region.
 - 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 gateways i.e., one main and other as fallback arrangement.
 - e) M/shave direct pairing with multiple tier-1 ISPs.
- 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