

GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
OFFICE OF COMMISSIONER OF INDUSTRIES DEPARTMENT
419, FIE, PATPARGANJ IND. AREA, UDYOG SADAN
DELHI - 11092

No.F-1(89)/2006-2007/EDP/CI/part-file-IV/209

Dated:22-08-2019

NOTICE INVITING TENDER

The office of the Commissioner of Industries, Govt. of NCT of Delhi invites rate of Annual Maintenance Contract for a period of one year from the date of placing of work order for printers, Scanner and LAN points (Internet points) from eligible firms through **limited tender** and L1 (lowest bidder) will be decided on the basis of rate quoted by the respective firm as per **Appendix-II**.

All hardware items are installed in working condition in this office (Plot no.-419, Patparganj Industrial Area, Delhi).

Hardware items are listed hereunder:

Sl. No.	Details of Items	Quantity	Location at 419, FIE, Patparganj Industrial Area, Delhi -92	Make
A.	<u>Printers</u>			
1.	Printer HP- P 1566	11	Industries department	HP
2.	Printer HP-P 1505	03	Industries department	HP
3.	HP LASER JET PRO 400MFP M425	03	Industries department	HP
4.	Printer HP-1018	01	Industries department	HP
5.	Printer HP-1020	01	Industries department	HP
6.	Printer HP 1022	01	Industries department	HP
7.	HP Laser Jet P1007	01	Industries department	HP
8.	HP laser Jet N 1136	02	Industries department	HP
Total Printers		23		
B.	<u>Scanner</u>			
1.	HP Scanjet Enterprise Flow 7500	01	Industries department	HP
C.	<u>LAN Points (Internet Points)</u>			
1.	Total LAN (Internet points)	30 (I/O point)	Industries department	Through 8 Mbps Lease lines

Important Dates Are:

Start date & time for bidding	: 28-08-2019 at 10.00 AM
Last date and time of bid submission	: 12-09-2019 at 02.00 PM
Evaluation/opening date & time	: 12-09-2019 at 03.00 PM

The sealed quotations should be deposited at : **COMPUTER BRANCH,
INDUSTRIES DEPARTMENT, GOVT. OF NCT OF DELHI, 419, FIE, UDYOG
SADAN, PATPARGANJ, DELHI-110 092** in tender box.

The Demand Draft (DD)/FDR of earnest money (EMD) of Rs. 2,000/- is also required to be attached along with other documents (EMD refundable). No document/ certificate will be accepted after the closing date and time of the tender. The rates quote in Appendix-II for individual items and **grand total** of rate will be considered for L-1 bidder.

The Financial bid will be opened at the time as mentioned in tender NIT (total pages 10). However, if any holiday is declared by the Government on the day of opening of tender, the same will be opened on the next working day at the same time.

The tender and other details can also see on the web portal of Industries Department:
<http://industries.delhigovt.nic.in/>.

The Competent Authority reserves the right to accept or reject the tender without assigning any reason. Terms and conditions for awarding Maintenance Contract would be as per maintenance agreement.

Signature:



(System Analyst)
Industries Department
Govt of NCT Delhi

Surendra Kumar Verma
System Analyst
Industries Department,
Govt. of NCT of Delhi

Summary of Costs**Detail of Financial Bid to fill by the bidder for bidding process**

S. No.	Detail of Printers	No. Of Quantity	AMC Charges per Unit(in Rs.)	Total Charges (AMC) in Rs.
1.	Printer HP- P 1566	11		
2.	Printer HP-P 1505	03		
3.	HP LASER JET PRO	03		
4.	Printer HP-1018	01		
5.	Printer HP-1020	01		
6.	Printer HP 1022	01		
7.	Printer HP P1007	01		
8.	Printer HP Laser Jet M 1136	02		
Total no. of Printer (Laser HP)		23		
9	HP Scanjet Enterprise flow 7500 (SCANNER)	01		
10	Total LAN System (Network I/O)	30		
Grand Total of AMC for Printers , Scanner + LAN points (Including All taxes)				

Note:

1. L1 should be decided on the basis of Grand Total of AMC amount in Rs.
2. All rates are including service tax ,GST and other taxes etc.

Government of NCT of Delhi

(NIT)

For

Annual Maintenance Contract (AMC) of Printers, Scanner and LAN System.

S.No.	Particular	Details
1.	Selection Method	Least Cost Selection (LCS) -L1 on the basis of rate (total amount) quoted by the bidder in Appendix -II
2.	Performance Bank Guarantee (PBG)	10% of the total cost of contract in the form of Demand Draft/FDR/Bank Guarantee in favour of Office of the Commissioner of Industries , GNCT of Delhi at New Delhi from any of the nationalized Scheduled Commercial Banks located in Delhi/NCR
3.	Nodal Officer for correspondence and clarification	Surendra kumar Verma 011-22157034

1. Proposal

Tenders are invited from eligible, reputed, qualified vendors for providing annual maintenance contract (AMC) of Printers , Scanner and LAN System for a period of one year with effect from the date of placing the work order.

2. Background Information

2.1. Basic Information

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

2.2. Vendor Background

Industries department Societies intends to select vendor for **comprehensive maintenance** which includes preventive maintenance quarterly/regular services of the Printers,Scanners and LAN system and/or replacement of any items necessary for keeping the Printers, Scanner active and LAN System.

2.3. Key Information

About the Department

Industries department , Govt. of Delhi is a nodal agency to plan , develop & promote the industries .

3. Instructions to the Bidders

3.1 General

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

3.2. Completeness of Response

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

3.3. Duration of the Contract

The AMC contract will be valid for 1 year with effect from signing of contract between Industries department and selected bidder.

Right to Terminate the Process

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

Earnest Money Deposit (EMD)

- a) Bidders shall submit the EMD (Rs. 2000/-) in the form of a Demand Draft OR FDR issued by any nationalized bank in favor of Commissioner of Industries, Industries department, payable at Delhi, and should be valid for 45 days from the due date of the tender / NIT.
- b) EMD of all unsuccessful bidders would be refunded by Industries department being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee.
- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e) The EMD may be forfeited:
 - If the Bidder withdraws or amends its tender or impairs or derogate from the tender in any respect within the period of tender
 - If the successful Bidder fails to furnish the required Bank Guarantee. No exemption from filling of EMD.

Bids must be submitted manually on or before the stipulated time mentioned. Department does not take any responsibility for the delay caused due to traffic jam etc. No bid will be accepted after the said date & time for submission of the bid.

Authentication of Bids

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

3.5. Evaluation Process

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

4. Criteria for Evaluation

4.1 Financial Bid Evaluation

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

5. Appointment of Successful Bidder

5.1 Award to Bidder

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

5.2 Right to Accept or Reject any Proposal and to Annul the Tendering Process

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

5.3 Extension of Validity Period

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

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

5.4 Performance Bank Guarantee

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

5.3. Acceptance of Award

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

5.4. Failure to Agree with the Terms and Conditions of the NIT

Failure of the successful bidder to agree with the Terms & Conditions of the NIT/proposal of the bidder shall constitute sufficient grounds for the annulment of the award, in which event Industries department may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, Industries department shall invoke the EMD of the selected bidder.

6. Scope of Work

1. The comprehensive maintenance includes preventive maintenance quarterly/regular services of the Printers, Scanners & LAN points or/ replacement of any items necessary for keeping the Printers, scanner and LAN points active and free from any defects/disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the Printers, LAN system and Scanners.
2. The replacement of all the spares (excluding printer heads, printer ribbons and toner cartridges) is included under the AMC. The replacement of defective spares with good quality and standard spares will be done by the bidder without any extra charge of any kind.
3. The Detail of (Printer, Scanner & LAN etc.) which AMC is required is Annexed as Appendix II.
4. The comprehensive maintenance shall be carried out primarily at the premises of Industries department as specified in the work order, during office hours. In case, the Bidder feels that the equipment cannot be repaired at site, they will carry and deliver the equipment at their own cost and risk to get it repaired promptly.
5. The successful bidder, as per the real need and requirement of the Industries department , shall ensure the appropriate deployment of the manpower.
6. The successful bidder has to maintain all the relevant records, register and documents as required.

7. Service Level Agreement

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

7.1. Response Time

The support personnel should be available over phone and is required to be responsible for single point of contact of Industries department / Delhi Cooperative Tribunal (DCT). On breakdown situations or when directed by Industries department, response time to reach maintenance location for maintenance call by the support personnel should not exceed 2 hours. The system down time should not exceed 72 hours from the time at which the complaint was made. If the down time is more than 72 hours, the bidder shall provide a standby system. In case the system is not repaired or an alternative system not supplied within the period of 72 hours from the time of failure report then the first party may choose to get the same repaired by or

replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the bidder.

7.2. System Uptime

The selected bidder shall ensure 95% uptime for desktops and other equipments failing which a penalty as proposed by the Industries department Societies will be imposed. However, before imposing penalty, Industries department will issue a show cause notice in which the details of downtime will be mentioned. It will also include the penalty proposed to be imposed on the bidder. The breakdown time will be worked out as under:-

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

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

Percentage uptime (Z) = $(X-Y)/X * 100$

Penalty Amount = $((95 - Z) * \text{quarterly payment}) / 100$

8. Payment Schedules

Payment for AMC shall be made quarterly/half yearly , within 30 days from the date of receipt of correct Invoice.

fraud and Corrupt Practices

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

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

- (i) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Industries department who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Industries Department , shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of Industries department in relation to any matter concerning the Project;

- (ii) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- (iv) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Industries department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (v) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

7. Force Majeure

Industries department or the selected bidder, against the other, in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute regulations of the Government, lock-outs, strikers, riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party.

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

Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

8. Arbitration

- (ii) In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration by a sole arbitrator to be appointed by Lt. Governor of Delhi. The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties.
- (iii) The parties shall continue to perform their obligations under the agreement during arbitration proceedings, except where the agreement has been terminated.

9. The venue for arbitration will be New Delhi. Conflict of Interest

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