

Rs.1,050/- (Including Tax)

Delhi Tourism & Transportation Development Corporation Ltd. (DTTDC)
(An Undertaking of Delhi Government)

18-A, DDA SCO Complex, Defence Colony, New Delhi -110024
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Notice Inviting Tender

Identification and Selection of IT Consultancy Company

Sealed quotations are invited from reputed IT Consultancy firms /companies having relevant expertise, experience and technical know how in the area of providing consultancy/ advisory services to Government departments in the areas of e-governance and e-commerce domain.

Tender document containing detailed terms & conditions can be obtained either from DTTDC head office or may be downloaded from DTTDC's web-site <http://delhitourism.gov.in> OR <http://delhigovt.nic.in/tender>. Last date for submission of tender along with a tender fee of Rs.1,050/-, is 21.08.2012 by 3:00 PM.

General Manager, DTTDC

Index

Sno	Content	Page Numbers
1	Notice inviting Tender - Identification and Selection of IT Consultancy Company for DTTDC	1
2	Index	2
3	Tender Schedule	3
4	Section 1: Background & Requirements	4
5	Section 2: Scope of Work	5-7
6	Section 3: Eligibility Criteria	8
7	Section 4: Bidding Process	9
8	Section 5: Project Progress	16
9	Section 6: Payment Terms & Time Period	17
10	Section 7: General Terms and Conditions	18
11	Section 8: Force Majure	19
12	Section 9: Arbitration and Jurisdiction	20
13	Section 10: Applicable Law	20
14	Annexure-I [A]: Eligibility Criteria for Bid [Compliance]	21-22
15	Annexure-I [B]: Technical Evaluation Criteria	24
16	Annexure-2: Financial Bid	25

***Identification and Selection of IT Consultancy Services
for DTTDC***

Tender Schedule

Sl. No.	Description	Date & Time
1	Issue / Uploading of the RFP Document	15.07.2012
2	Pre-bid conference	27.07.2012 at 11:30 AM
3	Last date for submission of pre-bid queries	31.07.12 by 12.00 noon
4	Revised RFP	31.08.2012
5	Submission of RFP	21.09.2012 by 03.00 PM
6	Opening of Bids	21.09.2012 at 3:30 PM

Section 1: Background & Requirements

I Delhi Tourism and Transportation Development Corporation Ltd. (DTTDC) is an Undertaking of Delhi Government. DTTDC was formed in 1975 and has made strong footprints in the fields of Tourism, Transportation and Hospitality.

III DTTDC wishes to select a reputed IT consultancy firm having experience in IT Infrastructure / Program / Project Management / IT Procurement domains providing Advisory Services Computerization / automation in DTTDC.

IV The selected bidder would be expected to provide consultants to the ongoing as well as new projects including bid process management, vendor selection preparation of tender/RFP and evaluation of bids. Such support would be for a definite period and will not amount to any kind of employment obligation on the part of DTTDC.

V Bidder will be selected for providing consultancy support for the indicative list of jobs defined in the Scope of Work. The selection will be for the period mentioned in the Section 6 of payment terms for initiation to finalization of all projects.

VI The tender document can be downloaded from DTTDC's website <http://delhitourism.gov.in> AND <http://delhigovt.nic.in/tender>. The bids are to be submitted as per procedure given in this document.

Section 2: Scope of work

2.1 Delhi Tourism intend to design, develop and operationalized an integrated and independent systems covering all its activities, functions and projects with a view to provide a credible decision support system & monitoring mechanism at all levels of hierarchy .

2.2 Terms of Reference and detailed scope of work:

As part of internal IT initiatives, the scope of job may cover any of the sectors like tourism, e-commerce, office automation, project management, education, PPP project, transportation, face book, twitter, you tube, other mobile apps and social media marketing etc.

A. Development and Selection Part

- Reviews existing IT infrastructure in terms of hardware, software & network and prepare an inception report and detailed project report (DPR) & functional requirement specifications as a road map for design and development of independent and integrated system for the corporation covering all its activities, functions, and projects.

Above activities inter-alia includes Business Process Re-engineering , Overall IT Projects Formulation, Preparation of Functional requirement specification, Network Design & Architecture , Technology Trends in IT , and documentation for Central Financial Assistance (CFA), Strategy & Management - Application Rollout.

- An indicative list of division wise IT plan / activities are expected as under:

Tourism: E-ticketing with online travel company, Virtual Walkthroughs of Monuments and Mobile Applications for multiple platforms (iOS, Android, Blackberry, Windows etc.)

Transport: Transport Fleet management

Events: Web casting of DTTDC Events

Personnel: Human Resource Management

Legal: Legal cases management

GAD: Properties management system, Attendance System, and e-filing / e-office system of NIC, e-tendering, Digitization of documents/ records, Asset and Store management system

PR & Publicity: Photo bank creation, Social Media Management (Face book, you tube etc.) e-cataloging and photo Bank management

Planning: Grant fund Management

DITTM: Fee Management, and Library System

Finance: Financial Accounting System including pay roll accounting, CPF, Taxes and VAT

Engineering: Project management System

Dilli Haats and GFS: Ticketing System and Artisan Database Management System

Information Technology: Process audit and Infrastructure Analysis

- Prepare RFP s for selection of a competent and credible agency for implementing approved IT road map / vision
- Evaluate Tenders & complete process of Selection of Vendors
- Finalize MOUs /Agreements

B. Implementation Part

- Ensure software / packages are designed and developed as specified in the scope of work and terms of reference and requirement.
- Project management / Monitor system installation, operationalisation & satisfactory implementation for application rollout.
- Certify implementation & completion of work and obtain Satisfactory reports from users

2.3 Bidder's consultant deployed on a job will use their own infrastructure and workspace when working for DTTDC. The user's responsibility will be restricted to provide environment for the consultants' official work related to the assigned job.

2.4 The consultant will also be used by DTTDC, for Public Private Partnership (PPP) as well as non-PPP transaction based system.

2.5 Consultant will be considered for their services, which may also include:

- a) Preparation of supporting information for DTTDC in preparation of their bids.
- b) Support to communication with the market and interaction with the market, including managing and responding to requests for clarification.
- c) Preparation of an evaluation plan, assistance with evaluation and preparation of evaluation reports
- d) Monitoring and advice on bidder performance against any conditions precedent to financial close, and
- e) Management of other advisory inputs, and overall management of the team, to ensure a successful conclusion.

Section 3: Eligibility Criteria

3.1 The bidder should be in the business of IT Infrastructure / Program / Project Management / IT Procurement domains operating in India for the last Five years. The applicant should be a Company/ a firm/ a partnership firm/ a proprietorship firm / Joint venture/ Consortium. They should provide relevant documents in claim of such entity.

3.2 They should have minimum 20 numbers of competent personnel requisite on their roles satisfying requisite qualification & experience in the field of consultancy on Information Technology/ Management.

3.3 The bidder's turnover from consultancy shall be minimum of Rs. 10 crores in each of the last three financial years. A certificate from the Chartered Accountant / Statutory Auditor on the turnovers in these years, in original, may be submitted.

3.4 The bidder should have completed at least three IT consultancy jobs of minimum of three Rs.50 Lakhs each in the last 3 years. For technical evaluation, other consultancy jobs completed by the bidder in the specified domains will be considered.

3.5 The bidder should be registered with the Service Tax Department and should carry a valid PAN In the name of, the firm/company.

3.6 Should submit copy of Articles of Association and Memorandum of Association in case of registered firms, under Indian Companies Act, or Partnership deed in case of partnership firm, or Document of Consortium in case of a consortium. (*, **)

(*) In case of a consortium the lead partner should not be allowed to leave the consortium during the period of this entire project of DTTDC

(**) The Lead member of the team assigned with DTTDC shall not leave the assignment without the consent of DTTDC

3.7 An undertaking (self certificate) that the bidder hasn't been blacklisted by a Central /State Government institution and there has been no litigation with any Government Department/ PSU/ Corporation in Central/State Government on account of similar services.

3.8 An undertaking will be given that agency is eligible as per terms and conditions given herein.

Each page should be numbered and conformance to the eligibility criteria/technical bid should be indicated using an index page.

The above documents shall be placed in an outer cover superscripted "DTTDC Tender for Selection of Consultancy Firm". The outer cover shall be submitted to the office of the General Manager, DTTDC on or before the due date and time for consideration of bid.

Section 4: Bidding Process

a. Bidders are advised to study the bid document carefully. Submission of the Bid should be deemed to have been done after careful study and examination of all the instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with the tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

b. All the bids must be valid for the period of 180 days from the date of opening of the Tender. If necessary, DTTDC may extend the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture for their EMD.

4.1. Bid Composition

The bid shall be submitted in the manner as given below and addressed to:

**The General Manager
Delhi Tourism & Transportation Development Corporation Ltd. (DTTDC)
18-A, DDA SCO Complex,
Defence Colony,
New Delhi-110 024**

Tenders can be either downloaded from our web-site or obtained from DTTDC's Cashier at abovementioned address.

Two inner Envelope shall contain:

Envelope 1: EMD and tender Fee: the envelope shall contain

(i) and EMD in the form of Demand Draft / Bank Guarantee for an amount of Rupees 2,00,000/- (Rs. Two Lacs only) drawn from a scheduled Commercial Bank in favour of Delhi Tourism and Transportation Development Corporation Ltd., New Delhi.

(ii) demand draft for Rs.1,050/- as Tender Fees (tender fee is non-refundable and non-transferable).

The Envelope 1 shall be sealed and superscripted "EMD and Tender Fee -For selection of Consultancy Firm."

Envelope 2: Technical Bid: Documents as required in the Tender shall be submitted in this envelope. The envelope 2 shall be sealed and superscripted "Technical Documents for Selection of IT Consultancy Firm." The document should be properly bounded or tagged with no loose sheets. Each page should be numbered and conformance to the eligibility criteria/technical bid should be indicated using an index page.

Envelope 3: Financial Bid: The envelope 3 shall be sealed and superscripted "Financial bid for Selection of Consultancy Firm." This shall be submitted as per prescribed proforma attached in this document

The above 3 Envelopes shall be placed in an outer Envelope superscripted "DTTDC Tender for selection of IT consultancy firm" The same shall be submitted to the office of General Manager, DTTDC on or before the due date and time for consideration of the bid.

4.2. Performance Guarantee:

A. The selected firm shall have to deposit performance Guarantee amounting to Rs.2,00,000/- (Rupees Two Lacs Only) in favour of DTTDC , New Delhi valid for a period of 6 months beyond the contract period in form of a Demand Draft / Bank Guarantee drawn from a scheduled Commercial Bank in favour of Delhi Tourism and Transportation Development Corporation Ltd., New Delhi.

B. The EMD of unsuccessful bidders shall be returned without interest after finalization of the tender. EMD of the successful bidder shall be returned without any interest, on receipt of Performance Bank Guarantee (BG) of equal amount valid for the period mentioned above. The BG shall be released after satisfactory job completion or expiry of selection; whichever is later as stated above.

4.3. Forfeiture of Earnest Money Deposit/Security Deposit

The Earnest Money Deposit can be forfeited, if a Bidder:

- (a) Withdraws its bid during the period of bid validity.
- (b) Does not accept the correction of errors.
- (c) In case of the successful Bidder Failed to sign the contract agreement or Deposit Performance Guarantee within the specified time period

4.4. Pre bid meeting

DTTDC will hold a pre bid meeting with the prospective bidders at the given time and date (as given in the schedule) in the DTTDC's Head office to discuss the requirement and purpose of the Tender.

The queries can be addressed to Sh. Binay Bhushan, General Manager, and DTTDC through e-mail to gm@delhitourism.gov.in / letter with a subject "Selection of bidder for Consultancy Services - Queries" (e-Mail with any other subject will not be entertained). Queries received after 3 days of pre bid meeting will not be entertained.

- a. Bids, complete in all respects, must be submitted to the office of the General Manager DTTDC by the due date and time.
- b. DTTDC may, at its own discretion, extend the date for bid submission. In such a case all rights and obligations of DTTDC and the Bidders shall be applicable to the extended time frame.
- c. Any bid received by DTTDC after the prescribed deadline for submission of bids will be summarily rejected and returned to the Bidder. DTTDC shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.
- d. The bids submitted by telex/ telegram/ fax/ Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- e. At any time prior to the last date for receipt of bids, DTTDC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified on DTTDC's website <http://delhitourism.gov.in> and should be taken into consideration by the prospective bidders while preparing their bids. Lapses of any kind on the part of the bidder will be at sole risk of bidder.
- f. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, DTTDC may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.
- g. The bidders will bear all costs associated with the preparation and submission of their bids. DTTDC will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- h. Printed terms and conditions of the bidders, will not be accepted as forming part of their bid. The terms and conditions including eligibility criteria as laid down in the Tender Document are firm and final and deviation in any form there to shall not be accepted and entertained.

4.6. Opening of Bids

The bids will be opened in the presence of bidders' authorized person (only one) who choose to attend the Bid opening sessions. The bidders' representatives who are present shall sign a register evidencing their presence. In the event of the specified date of Bid opening being declared a holiday for

DTTDC, the Bids shall be opened at the same time and location on the next working day.

4.6.1. Opening of Envelope 1 - EMD and Tender Fee

Prior to opening of the Envelope Cover 1, DTTDC shall announce the names of bidders, who have given advance notice for modification to or withdrawal of their bids from the tendering process well before the last date and time for the submission of bids. Bids of such bidders shall be returned to their representatives, if present or sent by post to their addresses without fortified EMD. Subsequent to this, EMD & Tender Fee envelope will be opened. Bids not accompanied with the requisite EMD and Tender fee shall be summarily rejected.

4.6.2. Opening of Envelope 2 - Technical Bid

Technical bid (and technical bid modifications, if any) envelope of only those bidders, whose EMD and Tender fee are in order, shall be opened on the same date and time. The bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC) for evaluation.

4.6.2. Opening of Envelope 3 - Financial Bid

Financial Bid of only those bidders qualifying in the Technical bid shall be opened.

4.7. Bid Validity

All the bids must be valid for a period of 180 days from the date of tender opening. However, the rates should be valid for the initial/extended period of selection. No request will be considered for price revision during the selection (contract) period. If necessary, DTTDC will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

4.8. Evaluation of bids

a. When deemed necessary, during the evaluation process DTTDC may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted. This would also not mean that their bid has been accepted.

b. Any effort by a bidder to influence DTTDC's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.

c. DTTDC reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders and of any obligation to inform the affected bidders of the grounds for DTTDC's action and without assigning any reasons.

d. Financial bids of only those companies qualifying in the technical bid will be opened.

e. DTTDC reserves the right to award the work for either one OR both parts of consulting activities to one OR more companies.

4.8.1. Eligibility Criteria

The bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC). Bids, not satisfying the eligibility criteria will be rejected. The TEC will then evaluate information submitted in Annexure-I as per tender terms. The TEC may call the eligible bidders for a presentation of the projects handled by them and quoted here. The time limit, in which the bidder have to submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Bidder failing to adhere to the specified time limit will be rejected.

4.9. Award of Contract (Selection)

a. On written communication from DTTDC for having qualified for selection the bidder will sign the contract Agreement and Deposit Performance Guarantee (letter of selection) within 15 days of such communication, failing which, the offer will be treated as withdrawn and EMD forfeited. DTTDC reserves the right to extend the offer to the next eligible bidder.

b. The bidder selected for selection will give security deposit of Rs. 2,00,000 (Rs. Two Lakhs) in the form of Demand Draft in favour of DTTDC, for the duration of the selection or extended period, if any, in favour of DTTDC, New Delhi within 15 days of receipt of work order. On receipt of Performance Guarantee, EMD will be refunded without any interest.

c. The incidental expenses of execution of agreement / contract will be borne by the successful bidder.

d. The conditions stipulated in the contract will be strictly adhered by the bidder and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the DTTDC. In addition, DTTDC will be free to forfeit the Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.

4.10. Termination for Insolvency, Dissolution etc

DTTDC may at any time terminate the selection by giving written notice to the bidder without any compensation if the selected bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to DTTDC.

4.11. Change of Name of the Firm

During selection period, if the bidder's name is changed due to acquisition, amalgamation etc., bidder must inform DTTDC with all required documents within one month of its name change failing which all dues to the firm will remain on hold. DTTDC will not entertain any name change requests during the bidding process. In this case the bid will be rejected straightaway.

4.12. Termination for Convenience

DTTDC reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination will specify that termination is for DTTDC's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

4.13. No Claim Certificate

The selected bidder will not be entitled to make any claim, whatsoever, against DTTDC under or by virtue of or arising out of this contract nor will DTTDC entertain or consider any such claim for the jobs accepted post selection.

4.14 Suspension

DTTDC may by a written notice of suspension, suspend all payments to the selected bidder under the contract, if the selected bidder fails to perform any of its obligations under this contract provided that such notice of suspension:

- a. will specify the nature of the failure and
- b. will request the selected bidder to remedy such failure within specified period from the date of issue of such notice of suspension.

4.15 Confidentiality

The selected Bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of DTTDC without the prior written consent of DTTDC.

4.16 Security

- a. The agency will ensure that no information about the software, hardware, database and the policies of the DTTDC is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.

b. The agency or its deployed personnel, by virtue of working on DTTDC can't claim any rights on the work performed by them. DTTDC will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables. All documents, deliverables generated during the tenure of selection of the time, will be the property of DTTDC and shall be handed over to DTTDC in both soft as well as hard copies. Similar copies (soft as well hard) shall be provided for each version of the document to DTTDC by the firm.

4.17 Indemnity

a. The selected agency will indemnify DTTDC of all legal obligations of its professionals deployed for DTTDC projects.

b. DTTDC also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this selection and also for any damages or compensation due to any dispute between the agency and its staff.

4.18 Termination for Insolvency & Default

[Termination for Insolvency]

DTTDC may at any time terminate the work order / contract by giving written notice to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent or failed to execute the project as per timelines and satisfaction of DTTDC or client department.

[Termination for Default]

a. Default is said to have occurred If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by DTTDC.

b. If the agency fails to perform any other obligation(s) under the contract / work order.

If the agency, in either of the above circumstances, does not take remedial steps within stipulated time period after receipt of the default notice from DTTDC (or takes longer period in spite of what DTTDC may authorize in writing), DTTDC may terminate the contract / work order in whole or in part. In addition to above, DTTDC may at its discretion also take the following actions:

DTTDC may transfer upon such terms and in such manner, as it deem appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate DTTDC for any extra expenditure involved towards support service to complete the scope of work totally.

Section 5: Project Progress

5.1 Constitution of Project Committee

DTTDC will constitute a Project Committee (PC), which will:

- a. Explain the scope of the project to the bidder in case of any ambiguity
- b. Assess/recommend the time period and man power efforts for project assignment to the selected bidder.
- c. Act as an interface between the bidder and DTTDC user division, if any.
- d. Supervise the projects progress until its full implementation. PC will ensure that the assigned job is completed as per the schedules given in the work order. PC would advise the bidder to post additional manpower, if there are perceived slippages on the time schedules.
- e. Offer clarifications to the bidder queries vis a vis project objectives.
- f. Recommend release of funds and penalties for delay.

5.2 Penalty for delays

Project assignments to the selected bidder will be on the basis of time/cost estimates submitted by the bidder. For any time slippages, the bidder can induct more resources at their cost to meet the time schedules.

DTTDC may impose a penalty of 0.5% of total cost quoted by the bidder for each week of delay subject to a maximum limit of 7.5%.

Section 6: Payment Terms & Time Period

Development and Selection Part (X)

Particulars	%age	Time Period Continuous days
Installment 1 After Reviews existing IT infrastructure in terms of hardware, software & network and prepare an inception report and detailed project report (DPR) & functional requirement specifications as a road map for design and development of independent and integrated system for the corporation covering all its activities, functions, and projects.	15%	X + 45
Installment 2 After the preparation of RFPs for selection of a competent and credible agency for implementing approved IT road map / vision	30%	X + 80
Installment 3 After Evaluating Tenders & complete process of Selection of Vendors	25%	X + 140
Installment 4 After Finalization of MOUs /Agreements	30%	X + 150

Implementation Part (Y)

Installment 5 Ensuring software / packages are designed and developed as specified in the scope of work and terms of reference and requirement. Project management / Monitor system installation, operationalisation & satisfactory implementation for application rollout.	40%	Y + 70
Installment 6 Certify implementation & completion of work and obtain Satisfactory reports from users	60%	Y + 140

All payment will be made subject to TDS (Tax Deduction at Source) as per the income-tax Act, 1961 and other taxes, if any, as per Government of India rules.

Section 7: General Terms and Conditions

a. The selected bidder will not outsource or sublet the work to any other associate/franchisee/third party under any circumstances without written permission of competent authority in Delhi Tourism. If it so happens, then DTTDC will impose sanctions, which will include: forfeiture of bank guarantees and termination of the Contract for default.

b. DTTDC may by written notice sent to the selected bidder; terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for DTTDC's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. DTTDC reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.

c. In the event of the bidder's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with DTTDC, should be passed on for compliance by the new company / new division in the negotiation for their transfer.

d. The successful bidder automatically agree with DTTDC for honouring all aspects of fair trade practices in executing the work orders placed by DTTDC.

e. The successful bidder will be responsible for any damage to equipments, property and third party liabilities caused by acts on part of its deployed personnel at DTTDC. All equipment will be used only for the purpose of carrying out legitimate business of DTTDC organization and will not be put into any other use.

f. The staff deployed by the bidder will maintain office decorum. They should be courteous, polite and cooperative and able to resolve the users' problems.

g. Intellectual Property Rights: The selected Bidder will indemnify DTTDC infringement of third party rights be they under the Patents Acts or the IPR of any.

Section 8: Force Majeure

a. Notwithstanding the provisions of the tender, the Bidder will not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of DTTDC either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure situation arises, the selected Bidder will promptly notify DTTDC in writing of such conditions and the cause thereof. Unless otherwise directed by DTTDC in writing, the Bidder will continue to perform its obligations under the contract as far as reasonably practical and will seek all reasonable alternative means for performance not prevented by the Force Majeure event. DTTDC may terminate this contract, by giving a written notice to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services.

Section 9: Arbitration and Jurisdiction

DTTDC and the bidder will make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to the arbitrator appointed by Managing Director, DTTDC and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrator with the consent of parties may modify the time frame for making and publishing the award.

Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings will be held in New Delhi, India.

Section 10: Applicable Law

The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing. Any default in the terms and conditions of the tender by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit.

**Annexure-I [A]: Eligibility Criteria For Bid
(Compliance)**

Sr No	Criteria	Supporting Documents	Compliance
1	The bidder should be in the business of IT Infrastructure / Program / Project Management / IT Procurement domains operating in India for the last Five years. The applicant should be a Company/ a firm/ a partnership firm/ a proprietorship firm / Joint venture/ Consortium.	Certificate from Company Secretary	Y [] N []
2	They should have minimum 20 numbers of competent personnel requisite on their roles satisfying requisite qualification & experience in the field of consultancy on Information Technology/ Management.	Certificate from Head (HR) Or Company Secretary	Y [] N []
3	The bidder's turnover from consultancy shall be minimum of Rs. 10 crores in each of the last three financial years.	Certificate from the Chartered Accountant / Statutory Auditor on turnovers in these years, in original, may be submitted.	Y [] N []
4	The bidder should have completed at least three IT consultancy jobs of minimum of three Rs.50 Lakhs each in the last 3 years.	Copy of completed work orders	Y [] N []
5	The bidder should be registered with the Service Tax Department and should carry a valid PAN In the name of, the firm/company	Copies of the Documents validating the facts	Y [] N []

6	Should submit copy of (Articles of Association and Memorandum of Association) (in case of registered firms, under Indian Companies Act), or Partnership deed (in case of partnership firm), or Document of Consortium (in case of a consortium).	Certificate of incorporation / Registration, Partnership Deed/ Document of Consortium	Y [] N [] Y [] N []
7	An undertaking (self certificate) that the bidder hasn't been blacklisted by a Central /State Government institution and there has been no litigation with any Government Department/ PSU/ Corporation in Central/State Government on account of similar services	Certificate by the Company Secretary	Y [] N []
8	An undertaking will be given that agency is eligible as per terms and conditions given herein.	Certificate by the Company Secretary	Y [] N []

Signature

(Authorized Signatory)

Name of the authorized signatory _____

Name of the Company _____

Address of the Company _____

Pincode _____

Office Phone _____

Mobile Number _____

Email Address _____

Company Website _____

Company Seal/Stamp

Annexure-I [B]: Technical Evaluation Criteria

S No	Criteria	Marks 100
1	<p>The applicant firm shall be in operation in India since _____</p> <p>(Submit authentic proof as mentioned in Annex 1[A])</p> <p>3 years or More - 3 Marks 4 years - 4 Marks 5 years - 5 Marks 6 years - 6 marks 7 Years - 7 marks 8 years - 8 marks 9 year - 9 mark 10 year - 10 mark</p>	10
2	<p>Number of Technically qualified Manpower (On roll) in the area of consulting services (B.E./ MCA/ MBA/ B.Tech/ M.Tech)</p> <p>_____ (Submit authentic proof as mentioned in Annex1 [A])</p> <p>20 or more - 10 Marks 30 or more - 25 Marks 40 or more - 30 Marks</p>	30
3	<p>Annual Turnover</p> <p>_____ (Submit authentic proof as mentioned in Annex 1[A])</p> <p>Rs.10 crore to 50 crore - 20 Marks Rs.50 crore to 100 crore - 25 Marks More than 100 crore - 30 Marks</p>	30
4	<p>Completed IT consultancy Projects in last 3 years with Government Organizations (Minimum Two Projects)</p> <p>_____ (Submit authentic proof as mentioned in Annex 1[A])</p> <p>Rs.50 Lakh to 1 crore - 20 Marks Rs.1 crore to 5 crore - 25 marks Above 5 crore - 30 Marks</p>	30

Financial bids of only those companies having more than 75 marks in the Technical bid score will be considered valid.

**Signature
(Authorized Signatory)**

Company Seal/Stamp

Name of the authorized signatory _____

Name of the Company _____

Annexure-2: Financial Bid

DETAILS OF FINANCIAL PROPOSAL IT CONSULTANCY

S. No.	Name of the Project	Fee
1.	IT Consultancy Services for DTTDC (Development and Selection Part) As detailed in Scope of Tender	
2.	IT Consultancy Services for DTTDC (Implementation Part) As detailed in Scope of Tender	
	TOTAL	

Fee in words: -

(Rs. _____
_____)

(This value shall be exclusive of all taxes in round figures only)

Signature

(Authorized Signatory)

Name of the authorized signatory

Name of the Company

Address of the Company

Pincode

Office Phone

Mobile Number

Email Address

Company Website

Company Seal/Stamp
