



**e-tender**

**Notice Inviting Quotations**

**For**

**Annual Maintenance Contract (AMC)  
and up gradation of Liquor Inventory  
Management System**

**Delhi Tourism & Transportation Development  
Corporation Ltd (DTTDC)**

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Website: [www.delhitourism.gov.in](http://www.delhitourism.gov.in)**

**Delhi Tourism & Transportation Development Corporation Ltd**  
**(DTTDC)**

**Invitation for e-tender**

**1. Request for Proposal**

e-Tenders under two bid system are invited from eligible, reputed and qualified vendors, software developers, consultants for Annual Maintenance Contract (AMC) of Liquor Inventory Management Software for a period of 2 years and up gradation of the software.

The NIT has been uploaded and can be seen / downloaded from the website : <https://govtprocurement.delhi.gov.in>.

**Online Tender Schedule:**

Date of uploading the e-tender 01/09/2020 at 03:00 pm

Date of Pre bid meeting is 08/09/2020 at Liquor Division Office, Coffee Home Basement, Laxmi Nagar District Center, Delhi

Last date for submission of bid is 24/09/2020 by 1:00 pm .

Date and time of opening of technical bid is 24/09/2020 by 2:00 pm

Date and time of opening of financial bid to be intimated to those who qualify in technical bid.

All the tenderers are requested to have a valid digital signature certificate. The application service provider of NIC can be contacted for registration, training (if required) on any working day (Monday to Friday) between 9.30 am to 6.00pm at

Help Desk

e-tendering system / e-Procurement Cell

6<sup>th</sup>. Floor, C-wing, VikasBhawan II  
(Near Metcalf House) , Civil lines, Delhi 110054.

(Monday to Friday) between 9.30 am to 6.00pm

Toll free No. 011-23813523-24

The tender should be submitted online as scanned copy in prescribed tender form after going through terms & conditions.

Two separate e-bids are to be submitted separately for technical and financial bid. The technical bid shall be opened first and the financial bids of those tenderers shall be opened who qualify the technical bid.

The technical bid shall be opened at 2.00 pm on the same day, in the presence of the tenderer or their authorized representatives who may like to attend. Bids received after the prescribed date would not be considered. The tender shall be accompanied by the scanned copy of Bank Demand Draft for earnest money deposit of Rs.25,000/- in favour of Delhi Tourism and Transportation Development

Corporation Ltd. Payable at New Delhi. The tenders which are not accompanied with the scanned copy of EMD in the prescribed format are liable to be rejected. (also refer terms & conditions clause 2.3)

The Corporation reserves the right to accept or reject any or all tenders in part or full or to split the contract among more than one tender and also defer / stop the applications without assigning any reason whatsoever.

Applicants are advised to study the tender document carefully before submission of the Application form. The Applicant submitting the application would be presumed to have considered and accepted all the terms and conditions with full understanding of its implications. No enquiry verbal or written shall be entertained in respect of acceptance/rejection of Application. The application must be unconditional. The application should be clear and legible without any alterations/overwritings. The bids shall be written in English Language . Documents not complete shall be summarily rejected.

All the cost and expenses incidental to preparation and submission of the proposal, meetings, discussion, presentation etc., shall be to the account of the applicant and the Corporation shall not be responsible in any way whatsoever, and shall bear no liability whatsoever, on such cost and expenses, regardless of the conduct or outcome of the pre-qualification process.

At any time prior to the last date of receipt of bids, the Corporation may, for any reason, whether at own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Document by an amendment/Corrigendum and same shall be notified on e-tender and these amendments will be binding on them. Bidders are advised to visit e procurement website regularly for updates on this Tender.

**Sr. Chief Manager (Liquor), DTTDC**  
Liquor Division, Coffee Home Basement  
Laxmi Nagar District Center, Delhi

Contact Nos. 22410163, 9810768358,9810054984

## 2. About DTTDC Liquor Division

DTTDC Liquor Division is engaged in trade of Indian Made Foreign Liquor (IMFL) / Indian Foreign Liquor ( IFL ) / Beer and Country Liquor (C.L). The compilation of Sales and Ordering of various Liquor categories (IMFL /IFL/Beer and C.L) take place in the Liquor Division Laxmi Nagar office. There are 123 IMFL and 34 C.L Liquor vends .The Liquor trade is carried out under the rules and regulations of the Excise Department Govt. of NCT of Delhi.

DTTDC is using its own Liquor Inventory Management Software for maintaining the records of Liquor Sales, Inventory and Purchase Ordering. The Liquor sales are presently maintained on weekly basis. The purchase orders are generated by the software on daily and weekly basis.

### **Existing Software Platform**

The existing system is functional on VB.Net /SQL Server 2000 /Windows 2003 Server O.S platform; with Crystal Reports.

**Database Maintenance** : This function is for easy handling and maintenance of the current and old database, purging, rollback / import, export of data etc.

**Backup** : This functions takes a backup of data daily or for a period on any external/internal storage device. Provision should be made for a Backup Server.

**Restore** : This function restores the data from backup from any external/ internal storage device.

## Annexure – 'A'

### TERMS & CONDITIONS

#### 1.0) **SCOPE OF WORK :**

##### **(i) ANNUAL MAINTENANCE CONTRACT (AMC)**

The quotation covers comprehensive Annual Maintenance of software for Liquor Inventory Management System for Liquor business of DTTDC for a period of 2 years. The AMC may be extended after 2 years on same terms and conditions subject to satisfactory performance by the successful bidder only at the behest of DTTDC. The Annual Maintenance shall include Software and Database maintenance on regular basis to keep the entire software system active and free from any defects/ disturbances and also on any unscheduled call for corrective and maintenance services, taking appropriate measures /steps on time to set right the malfunctioning of the software. The Annual Maintenance shall include data backups and data recovery in case of breakdown of the system. The Annual Maintenance shall also include software updations / up-gradations, modifications and creation of new modules, reports in the software which may be required by DTTDC, Excise Department Govt. of NCT of Delhi or by any other Government regulation. The AMC shall include support for database management for smooth operations.

The comprehensive maintenance shall be carried out primarily at the premises of DTTDC Liquor Division / Head Quarter as per requirement including Saturdays and Sundays. In case the service provider feels that the system cannot be repaired at site, they will carry out the repair work at their own cost and risk to get it repaired promptly.

In case of reinstallation of software, the AMC service provider will not install a pirated copy in any circumstances. The AMC service provider will ensure that original licensed version of the software/O.S is installed. In case of any issue, the AMC service provider will report it to DTTDC of such circumstances in writing. Furthermore, in the event of pirated/unlicensed/spurious copy of software/operating system, the AMC service provider shall be liable for immediate termination of the contract and shall be solely responsible for any infringement action taken by the software developer. The AMC service provider shall also be liable for penalty for any loss or damage which occurs to DTTDC by way of use of illegal/pirated software or operating system.

The service provider, as per the real need and requirement of DTTDC, shall ensure the appropriate deployment of manpower. The AMC service provider must depute software professional at least twice a month for software/database maintenance to ensure that the software is working properly.

On breakdown situations or when directed by DTTDC, the response time to reach the maintenance location by the support personnel should not exceed 2 hours. The system down time should not exceed 12 hours from the time at which the complaint is made. If the down time is more than 12 hours, the service provider shall provide a stand by system. In case the system is not brought in running condition or an alternate system not provided within 12 hours from the time of failure report then DTTDC may impose penalty on the service provider and choose to get the same repaired by any other agency and the cost and expenditure incurred therein shall be recoverable from the service provider.

The service provider may also be able to provide option to import/export of data from external sources like DTTDC Corporate office, vends, Excise Department system in Excel, Tally etc. formats if required.

The service provider shall ensure that the software is maintained as per recommendations of the IT security audit like strong password policy, encryption of the passwords, data security, backup plan, disaster recovery plan and other issues as per IT security audit.

**(ii) UPGRADATION OF SOFTWARE**

- a) The Annual Maintenance Contract service provider shall upgrade the existing software platform to a higher/advanced platform, operating system. The service provider shall test and make the upgraded software operational to the satisfaction of DTTDC. The up gradation of the software will be considered successful only if it runs smoothly for at least three months and is acknowledged by DTTDC. The complete upgraded software, platform, operating system shall be the property of DTTDC. The up gradation cost includes all cost of Operating System, RDBMS, Database migration, coding, any other software requirement, implementation, testing, training etc.
- b) The provision for receiving the data inputs electronically (import data facility) from the Point of Sale (POS) / ESCIMS system at the liquor vends through internet/modem / Pen drive/CD or remote transfer in a specific format ( Excell, text etc.) is to be added. If required a software module may be created.
- c) The up gradation shall include updation /creation of a software module in Finance division, HQ for release of payment to the suppliers against the purchase orders released. There should be provisions of credit notes for breakages and recoveries after certified at the vends.

The cost of up gradation of the software is to be quoted separately in the financial bid (Annexure II).

The comprehensive AMC shall cover the entire existing and upgraded software. The service provider may be able to migrate to new server if required.

- 1.1) The service provider has to maintain all the relevant records, register and documents as required.
- 1.2) The service provider shall ensure payment of atleast minimum wages to the engineers, as prescribed by the Government. In addition all statutory payments such as PF, ESI etc. and compliances as per Labour Laws etc. of GNCTD shall be complied by the service provider. However, in the event of any dispute, labour or otherwise, arises between the service provider and its employees, DTTDC shall not be held responsible.

## 2.0) **SUBMISSION AND OPENING OF QUOTATION**

2.1) All details including credentials, details of tie up with any Collaborator in respect of services, address of their local offices and any deviations from the Conditions stated in the notice inviting quotations shall be put in 'technical bid' only. Conditions if any specified in the technical bid should invariably be accompanied by proper financial evaluation with mode of calculations specifying, assumptions, quantities, rates and amount for each condition etc.

2.2) The tender must be accompanied by the scanned copy of Demand draft/Bank draft towards Earnest Money Deposit (EMD) of Rs.25,000 (Rupees Twenty Five Thousand only). The Demand Draft /Bank Draft should be from a Nationalized Bank in favour of Delhi Tourism & Transportation Development Corporation Ltd. payable at New Delhi valid for 200 days from the due date of tender. **The original Demand draft/Bank draft shall be received at the time of opening of technical bid.**

The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it. EMD of all unsuccessful bidders would be refunded by DTTDC within 2 month or on 60<sup>th</sup> day of the bidder being notified as being unsuccessful.

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 security deposit.

The EMD of successful bidder would be returned after submission of performance security deposit for which no interest would be paid. The performance security deposit of successful bidder shall be 10% of the total cost of contract in the form of

**Demand Draft/Bank draft** in favour of Delhi Tourism & Transportation Development Corporation Ltd. and payable at New Delhi and issued from any of the nationalized Scheduled Commercial Banks located in Delhi/NCR. The performance security deposit shall remain valid for a period of sixty days beyond the contract period. The performance security deposit may be released in full or part as decided by the Corporation only after successful completion of the maintenance contract.

2.3) In case the bidder is seeking exemption from EMD under registration from MSME or Central Purchase Organization, National Small Industries Corporation(NSIC) or concerned Ministry or Department, the tender must be accompanied by the valid attested scanned copy of registration certificate. The original copy of registration shall be produced at the time of opening of technical bid

2.4) The Commercial bid shall contain only the rates and amounts in the same format as in (Annexure II). No other paper or comments or clarifications or provision what so ever should be added to the price bid part. Failure to follow the above instructions or incomplete quotations will lead to summary rejection of the quotation.

2.5) The e-tender has been uploaded on website <https://govtprocurement.delhi.gov.in> .Two separate e-bids are to be submitted separately for Technical Bid and Financial Bid. The technical bid only shall be opened first on the due date and time as specified in the tender in the presence of the quotationers or their authorized representatives who wish to remain present.

2.6) Security/evaluation of the technical bid shall be done by the committee in consultation with any Consultant/ agency as deemed necessary by them. Necessary clarifications required by the Corporation shall be furnished by the quotationer within the time given by the Corporation. The decision of the Committee in the evaluation of responses to the Tender shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee. Inability to submit requisite supporting documents / documentary evidence as specified in tender / incomplete information may lead to rejection. The Proposal Evaluation Committee may recommend for rejection of any or all proposals on the basis of any deviations.

2.7) Commercial bids of only those quotationers, whose technical bids are found to be acceptable shall be opened.

2.8) Incomplete technical bids are liable to be summarily rejected. It is to be clarified , understood that no further opportunity shall be given to the quotationer to modify or withdraw at the stage after the price bid has been opened.

## 2.9) Right to Terminate the Process :

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

## 3.)RATE

3.1) **The commercial bid shall be given in the prescribed financial bid proforma as at Annexure – II. The rates quoted by the legal entity will be firm, excluding of all taxes, duties and levies as per prevailing rates.**

3.2) **Prices shall be quoted both in figures and words in Indian Rupees only taking into account all the concessions provided by Govt. of India upto the date of quoting. No foreign exchange shall be provided. Any change/ decrease in price due to any further announcements/concession by Govt. of India shall be passed on to the Corporation.**

**In case of discrepancy between words and figures, the amount in words shall prevail**

3.3) 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.

3.4) The cost of the existing AMC for Liquor Inventory Management System of DTTDC is **Rs.2.20 Lakhs** + taxes per annum.

## 4.) PAYMENT SCHEDULES

**Cost of Annual Maintenance Contract (AMC)** : Payment for AMC shall be made after satisfactory services on quarterly basis , within 30 days from the date of receipt of correct Invoice.

**Cost of Upgradation of Software** : The payment for up gradation of software will be released separately in full or part as decided by the Corporation only after the upgraded software runs successfully, smoothly for at least three months and is acknowledged by DTTDC.

## **5.)PENALTY/LIQUIDITY CLAUSE**

In case of down time of the system is more than 12 hours, a standby system should be provided on site at no extra cost. In case of non providing of satisfactory services the penalty cost would be @1% of the cost of AMC as decided by the authorized representative of the Corporation recoverable from the security deposit. However in any case the maximum amount of penalty/liquidity will not exceed 7.5% of price of AMC.

## **6.) TENDER ACCEPTANCE**

DTTDC 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.

DTTDC 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 DTTDC action. DTTDC also reserves the right to terminate the full contract in case of non satisfactory performance without assigning any reasons.

Prior to the expiration of the validity period, DTTDC will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, DTTDC 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 security deposit, DTTDC will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of security deposit and signing of Contract.

DTTDC will require the selected bidder to provide the performance security deposit within 15 days from the Notification of award, for a value equivalent to **10% of the total cost of contract**. In case the selected bidder fails to submit the performance security deposit within the time stipulated, DTTDC at its discretion may cancel the order placed on the selected bidder without giving any notice. DTTDC shall withhold or forfeit the performance security deposit of the selected vendor in case the selected Vendor fails to discharge their contractual obligations during the period or DTTDC incurs any loss due to Vendors negligence in carrying

out the project implementation as per the agreed terms & conditions.

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 DTTDC. Any notification of preferred bidder status by DTTDC shall not give rise to any enforceable rights by the Bidder. DTTDC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of DTTDC

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

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

In such a case, DTTDC shall invoke the EMD/security deposit of the selected bidder.

All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the DTTDC on the basis of the Tender.

## **7.) VALIDITY**

**The quotations shall be valid for the minimum period of 180 days from the date of opening of the quotations.**

## **8.) Disclaimer:**

This tender document is not to be construed in whole or in part as direct or indirect order or as a request or authorization to perform work at the expense of DTTDC. The information in this Tender Document is intended only to enable the bidder to formulate a bid in response to the requirements set forth herein. Although this tender document contains enabling information, the bidder must make an independent assessment regarding the subject matter of this tender document. The bidder will be solely responsible for identifying any additional information required to prepare the bid.

- i) Detailed Time Table for the various activities to be performed in e-tendering process by the Tendered for quoting their offer is given in this Tender Document under Tender Schedule. Suppliers should carefully note down the cut- off dates for the carrying out each e-tendering process/activity.

- ii) Every effort is being made to keep the Website up to date and running smoothly 24x7 by the Service Provider. However, DTTDC takes no responsibility, and will not be liable for, the website being temporarily unavailable due to any technical issue at any point of time.  
(The website is a Delhi Govt. website and is maintained by Delhi Govt./NIC only and not by DTTDC)
- iii) In that event DTTDC or any of its employees will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this Website. It includes all associated services or due to such unavailability of the Website or any part thereof or any contents or any associated services.
- iv) Bidders must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance to avoid any inconvenience due to unforeseen technical problem if any.
- v) DTTDC will not be responsible for any incomplete activity of e-tendering process of the tenderer due to technical error/failure of website and it cannot be challenged by way of appeal, arbitration and in the Court of Law. Suppliers must get done all the e-tendering activities well in advance.

## **9. Termination of Contract:**

Termination due to unsatisfactory performance: If the contractor neglects or fails to perform work, as per the requirement of DTTDC, or refuses or delays extensively to rectify any inferior quality workmanship, or in any manner fails to perform any provision of this contract, DTTDC, after giving advance written notice of 15 days, will terminate the contract and make good such deficiencies by deducting the cost thereof from any payment due to the contractor.

## **10. Confidentiality.**

The contractor, his employees, agents, and representatives will be required to hold all items and knowledge in their possession as confidential, including but not limited to drawings, documents, IS, publications and personal knowledge of DTTDC computer network, data as well as the use purpose, and location of DTTDC facilities. If the contractor or any of its representatives is required by law to disclose any confidential information, the same has to be informed to DTTDC, **in writing** prior to making the disclosure.

## **11. Canvassing & Contacting DTTDC Tender Committee: No Bidder shall contact the Tender Committee on any matter relating to bid, from**

**time of opening of the bid till the time the contract is awarded. If bidder wishes to bring additional information to the notice of the DTTDC Tender Committee, bidder should do so in writing along with reasons for not providing such information at earlier instance. The DTTDC Tender Committee reserves the right as to whether such additional information should be considered or otherwise. Any effort by a Bidder to influence the DTTDC Tender Committee in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and forfeiture of his bid security.**

**12.** All pages of the response to Tender document submitted must be signed and stamped by the authorized person on behalf of the bidder. **Authorization letter in this regard must also be enclosed at the time of bidding**

**13.** The bidder must fill and submit the rates as per instructions given in clause 3 of the terms & conditions. If the bidder does not quote a price/ rate for any item in Form of Bid, his tender **will** be summarily rejected. The bidder shall not make any addition or alteration in the tender documents **after its submission**. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions **will be** rejected.

**14.** Non Transferable Bid – Neither the contract nor any rights and duties granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

**15.** Compliance of Govt. Regulations

The successful Bidder should execute and deliver such documents as may be needed by DTTDC in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Successful Bidder and DTTDC shall not be responsible in any manner whatsoever.

**16.** Liability

Successful Bidder hereby accepts full responsibility and indemnifies DTTDC and shall hold DTTDC harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his contractors and

employees in execution of the work. The successful Bidder also agrees to defend and hereby undertakes to indemnify DTTDC and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Notification of Award.

#### **17. Intellectual Property Rights**

The entire software under this service contract is the property item of DTTDC and it will not under any circumstance be duplicated, commercially distributed or exploited by the vendor in direct or modified form. The successful bidder shall have no right over the entire existing and upgraded software of DTTDC.

#### **18. Applicable law.**

The contract shall be interpreted in accordance with the laws of the Union of India.

#### **19. Notices.**

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's **specified address** . **The same must be acknowledged by the receiver in writing**. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **20. Taxes and Duties.**

The successful Bidder shall bear & pay all taxes, duties, levies and charges including GST if applicable in connection with the completion of the contract.

#### **21. Severability.**

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

#### **22. Corrupt or Fraudulent Practices**

**The DTTDC Tender Committee requires that the Bidders under the tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, DTTDC Tender**

**Committee: Defines for the purposes of this provision, the terms set forth as follows**

**o "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and**

**o" Fraudulent practice" means a misrepresentation of facts to influence a procurement process or an execution of a contract to the detriment of the DTTDC Tender Committee, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the DTTDC Tender Committee of the benefits of the free and open competition;**

- 1. Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.**
- 2. Will declare a firm ineligible, either indefinitely or for a period, to be awarded a contract if at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.**
- 3. The past performance of the bidder will be crosschecked if necessary. If the facts are proven to be dubious the Bidders tender will be ineligible for further processing.**

### **23. Interpretation of the clauses in the Tender Document/ Contract Document:**

**In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the DTTDC Tender Committee's interpretation of the clauses shall be final and binding on all parties.**

### **24. 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, DTTDC shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to DTTDC for, *inter alia*, the time, cost and effort of DTTDC including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to DTTDC hereunder or otherwise.

## **25) TECHNICAL CONDITIONS**

- 25.1) The tenderer should be a legal entity with a minimum experience of three years in Software Development, Maintenance and Implementation. The legal entity should be incorporated for doing the business of software Development , Maintenance , Implementation. The legal entity must have the requisite technical expertise and manpower in the field of software Development , Maintenance and Implementation. The legal entity should have a minimum average turnover of Rs. **Fifty lakhs** per annum in last 3 years.
- 25.2) The legal entity shall be authorized software developer , maintenance service provider for various Government, public sector and reputed private organizations.
- 25.3) The legal entity shall have well established registered offices and service centers supported by technically qualified software and hardware maintenance professionals in **Delhi / NCR**. The firms shall supply full details along with addresses/telephone numbers of their offices/ service centers, position of staff with qualifications in **Delhi/ NCR**.
- 25.4) The legal entity shall have undertaken at least two assignments related to Development and Maintenance of software having consolidated value of Rs.10 lakhs or above in the current or last three financial years preferably of Inventory Management systems, Financial accounting systems or similar systems preferably in Govt. sector / Public Sector / reputed companies.
- 25.5) The tenderer should not have been black listed and debarred for any fault related to software business or any other reason by Central /State Government Departments/ Public Sector Undertakings or other institutions.
- 25.6) The legal entity should have sufficient infrastructure and latest technological tools and expertise in the field of software development and maintenance . The legal entity should have expertise in the existing software platform environment of DTTDC.
- 25.7) The Tenderer and their personnel shall not , either during the term or expiration of the contract, disclose any proprietary or confidential information related to the services , contract or Corporation's business or operations without the prior written consent of the Corporation.
- 25.8) The legal entity shall ensure confidentiality and security of data /information of the Corporation.

## **26)OTHER CONDITIONS**

- 26.1) The legal entity should be registered with Department of GST, VAT Govt. of NCT of Delhi . A copy of the GST No., TIN No. duly attested by the authorized signatory should be attached.
- 26.2) The tenderer shall be an Income Tax Assessee. In support of this copy of PAN number and latest income tax returns duly attested by the authorized signatory are required to be attached.
- 26.3) Any wrong /false information detected during the course of tender proceedings/after wards of tender will lead to cancellation of tender/forfeiture of EMD/Security Deposit.
- 26.4) The Managing Director/C.E.O , DTTDC reserves the right to acceptance/reject any/all the tenders without assigning any reason whatsoever.
- 26.5.) That the tenderer shall not employ men and women below 18 years of age on work.
- 26.6) That all the persons employed by the tenderer for the purpose shall at all time and for all purpose be the employees of the successful bidder who shall alone be liable and responsible for the payment of all kind of wages, salaries, remuneration and other benefits etc. to them without any claim or reimbursement from DTTDC.
- 26.7) That the tenderer shall be responsible for compliance of all the statutory requirements and fulfillment of all the legal obligations in respect of the persons employed for the purpose.
- 26.8) That the tenderer shall deploy all persons of efficient, skilled , honest and conversant with nature of work.
- 26.9) That the tenderer shall not underlet, sublet the assign or transfer their right and interest for sharing therein to any person/persons directly or indirectly. No consortium, subletting or hiring services of other company for execution of this job shall be allowed.
- 26.10) The successful tenderer shall indemnify the DTTDC for any loss, damage, penalties etc. caused to DTTDC due to the default of the tenderer or their representatives.
- 26.11) In case of any dispute between the parties, the matter shall be referred to the sole arbitrator who shall be appointed by Managing Director /C.E.O, DTTDC and the decision of such arbitrator shall be

final and binding on the parties. The parties shall continue to perform their obligations under the agreement during arbitration proceedings, except where the agreement has been terminated. The venue for arbitration will be New Delhi.

- 26.12) The courts of New Delhi shall have exclusive jurisdiction to entertain any application or suit.
- 26.13) FORCE MAJEURE : Neither tenderer nor DTTDC shall be liable for any delay , default or failure arose as a direct consequences of force majeure including strikes, lock out, war & civil unrest.
- 26.14) DTTDC reserves the right to cancel this tender or modify the requirement without assigning any reasons. DTTDC will not be under obligation to give clarifications for doing the aforementioned.
- 26.15) DTTDC has the right to terminate the contract, if the bidder abandons the work or fails to commence and complete the work in time, or fails to abide by the contract conditions.
- 26.16) The tenderer should fulfill all the terms & conditions as given above and attach the scanned copy of the documents enclosed with the terms and conditions. All scanned copies should be attested by the authorized signatory.

I /we have gone through all the terms and conditions mentioned in the tender document and agree to abide by them.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Name of Party \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_  
e-mail \_\_\_\_\_

**LIST OF SCANNED DOCUMENTS TO BE SUBMITTED ONLINE IN TECHNICAL BID**

- 1.) List of offices where the legal entity had maintained similar systems. The list shall include following information : **Name and Address of the office where similar assignment has been done, Telephone No.s, Name of the similar Assignment done , Time period of the Assignment, Value of the Assignment, No. of persons involved** (as per Technical conditions Para 25.4). The list shall be duly signed by the authorized signatory.
- 2.) Addresses of Local offices, services center in **Delhi / NCR** duly signed by the authorized signatory.
- 3.) The credentials of the company/organization, certificate of incorporation, other relevant documents of the company.
- 4.) Copies of the work order along with certificate from customers about satisfactory completion of the work (as per technical conditions 25.4).
- 5.) Details of customer offices/companies for which similar maintenance work has been done with reference of the companies/persons.
- 6.) Details of technical staff / service engineers positioned in the Local office in **Delhi / NCR** along with their qualifications and experience.
- 7.) Indemnity proof.
- 8.) An Affidavit mentioning that the tenderer has not been blacklisted/debarred for any fault related to software business or any other reason.
- 9.) Scanned Copies of the GST , Sales Tax, VAT registration certificate registered with Govt. of NCT of Delhi and Income Tax clearance Certificate (ITCC)/ Income tax returns of last three years attested by authorized signatory. Attach self attested photocopy of GST No., VAT No. and PAN No. of company
- 10.) Scanned Copy of Profit & Loss Account for last three financial years ( 2016-17, 2017-18, 2018-19 ).
- 11.) Scanned copies of last 3 financial years balance sheets indicating the turnover ( 2016-17, 2017-18, 2018-19 ).

- 12.) Scanned copy of Earnest Money Deposit of Rs.25,000 (Rupees Twenty Five Thousand only) in form of Demand Draft/Bank Draft in favour of Delhi Tourism & Transportation Development Corporation Ltd., New Delhi payable at New Delhi Or valid attested scanned copy of registration certificate for EMD exemption.
- 13.) Authorization letter of the authorized person /signatory on behalf of bidder.
- 14.) Quality certificates / relevant information if any.
- 15.) Acceptance of the terms and conditions (Annexure III). E-tender form duly filled, stamped and signed.
- 16.) Duly filled, stamped , signed and scanned Annexure – I and Annexure - A of the Tender document.

All the pages of tender documents should be numbered and be stamped and signed by the authorized signatory. The scanned documents should be in the same sequence as given above. No unnecessary documents should be submitted. The tenderer shall produce Hard copy of all the scanned documents at the time of opening of tender.

Any tenderer who does not fulfill any single conditions/required as listed in the e-tender shall be summarily rejected.

## Annexure I

**DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPN. LTD.  
18—A, DDA SCO COMPLEX, DEFENCE COLONY,  
NEW DELHI : 110 024.**

### **e-TENDER FORM (Technical Bid)**

1.	Name of Applicant	
2.	Name of legal entity whether Proprietorship or Partnership Public Ltd. / Private Ltd.	
3.	Local address of legal entity in Delhi / NCR	
4.	Contact No.s , FAX No. emails & website	
5.	Registration of legal entity with Govt. of NCT of Delhi (attach copy of registration)	
6.	Year of Establishment	
7.	Details of registration with appropriate authorities for GST, Service Tax, VAT,  C.S.T No.  L.S.T No.  VAT No.  GST No. PAN No.	
8.	GST Registration No. Service Tax Registration No.	

9.	Details of EMD	DD No.  Date :  Amount:  Bank Name:  Branch address:
10.	Particulars of M.D/CEO/Proprietor	
11.	Particulars of Authorized Signatory , Contact Person	

I/We hereby certify that the information furnished above is full and correct to the best of our knowledge. I/We understand that in case any deviation is found in the above statement at any stage, our company can be black-listed and will not have any deal with the DTTDC in future.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of Party \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Seal of company \_\_\_\_\_

**Annexure II**

**DELHI TOURISM & TRANSPORTATION DEVELOPMENT CORPN. LTD.  
18—A, DDA SCO COMPLEX, DEFENCE COLONY,  
NEW DELHI : 110 024.**

**e-TENDER FORM (Financial Bid)**

	Particulars	Total Amount in (Rs.) (in figures and words) ( Including all charges, excluding taxes)
1.	Cost of Annual Maintenance Contract (AMC) for entire software (period of 2 year )	
	1 <sup>st</sup> . year	
	2 <sup>nd</sup> . Year	
	Total cost of AMC 1 <sup>st</sup> .year + 2 <sup>nd</sup> . year	
2.	Taxes (AMC cost)	
3.	<b>Total cost of AMC for 2 years ( 1+2 )</b>	
4.	Cost of Up gradation of software	
5	Taxes ( up gradation cost )	
6	<b>Total cost of up gradation of software (4+5)</b>	

7.	<b>Grand Total (total cost of AMC + total cost of up gradation of software) ( 3 + 6)</b>  <b>(Cost of Contract)</b>	
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Total Amount in words: \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of Party \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

Seal of company \_\_\_\_\_

e-mail \_\_\_\_\_

**Annexure III**

**UNDERTAKING**

**The particulars furnished in the enclosed tender form are true to the best of my/ our knowledge and belief and no material facts have been concealed therein.**

**I/ We undertake to execute the contract in the event of its being awarded by DTTDC Ltd., and in the event of my/ our failure to do so, the Corporation shall be entitled to forfeit the earnest money/security money deposited by me/us and the Corporation shall be free to assign the contract to any other company at my/our risk and cost.**

**I/We carefully have gone through the attached terms and conditions in the tender document for AMC and up gradation of Software System for Liquor Inventory Management System of Delhi Tourism & Transportation Development Corporation Ltd. (DTTDC). I/We undertake to abide by the same and execute necessary agreement deed containing attached terms and conditions which the Corporation may like to add with mutual consent.**

**The following documents / annexure duly filled in, stamped and signed are enclosed.**

**Technical bid :**

- 1. Terms & Conditions duly signed and stamped Annexure-A.**
- 2. Scanned copies of documents.**
- 3. E-tender form Annexure I.**
- 4. Undertaking Annexure III.**

**Financial bid :**

- 1. E-tender form Annexure II.**

**Date:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of Party \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

e-mail \_\_\_\_\_