# Government of NCT of Delhi

# Request for Proposal (RFP)

For

# Annual Maintenance Contract (AMC) of EPABX Systems

**DELHI DISPUTE RESOLUTION SOCIETY** 

**Ref**.: F.No. D-25022/01/DDRS/2018/CT/44 Dated: 09/04/2018

# Delhi Dispute Resolution Society (Regd.)

(Deptt. of Law, Justice & Legislative Affairs)

# <u>Ground Floor, B- Block, Vikas Bhawan-II, Civil Lines,</u> <u>Near Metcalf House, Delhi-110054</u>

### **Table of Contents**

Guidelines to Department	4
Fact Sheet	5
L. Request for Proposal	6
2. Background Information	6
2.1. Basic Information	6
2.2. Project Background	6
2.3. Key Information	6
3. Instructions to the Bidders	6
3.1. General	6
3.2. Completeness of Response	7
3.3. Pre-Bid Clarifications	7
3.4 Tenure of the Contract	8
3.5 Key Requirements of the Bid	8
3.6 Preparation of Proposal	9
3.7 Consortium	9
3.8 Evaluation Process	9
1. Criteria for Evaluation	10
4.1. Technical Qualification Criteria	10
4.2. Financial Bid Evaluation	11
5. Appointment of Successful Bidder	11
5.1. Award Criteria	11
5.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)	11
5.3. Notification of Award	11
5.4. Performance Guarantee	11
5.5. Signing of Contract	12
5.6. Failure to Agree with the Terms and Conditions of the RFP	12
5. Scope of Work	12
7. Service Level Agreement	12
7.1. Response Time	12
7.2. System Uptime	13

8. Payment Schedules	13
9. n/a	13
10. Fraud and Corrupt Practices	13
11. Force Majeure	14
12. Arbitration	14
13. Conflict of Interest	14
Appendix I: Technical Bid Templates	15
Form 1: Particulars of the Bidder	15
Appendix II: Financial Proposal Template	16
Form 2: Financial Proposal	16
Appendix III: Machine Details EPABX Systems for AMC	17
Form 3: Machine Details for AMC	17
List of Abbreviations	18

# **Guidelines to Department**

This section has been intentionally left blank.

# **Fact Sheet**

S. No.	Particular	Details
1.	Selection Method	Least Cost Selection (LCS)
2.	Availability of RFP	RFP can be downloaded from: http://delhi.gov.in/wps/wcm/connect/doit_ddrs/DELHI+DISPUTES +RESOLUTION+SOCIETY/Home/Tenders.
3.	EMD	Earnest Money Deposit of amount ₹2,500/- (Rupees Two Thousand Five Hundred only) in the form of Demand Draft/FDR in favour of Delhi Dispute Resolution Society and payable at New Delhi and issued from any of the nationalized Scheduled Commercial Banks located in Delhi/NCR valid for a period of 90 days
4.	Performance Bank Guarantee (PBG)	10% of the total cost of contract in the form of Demand Draft/FDR/Bank Guarantee in favour of Delhi Dispute Resolution Society and payable at New Delhi and issued from any of the nationalized Scheduled Commercial Banks located in Delhi/NCR
5.	Nodal Officer for correspondence and clarification	Puja Dewan, Offic. Director, DDRS  B-Block, Ground Floor, Vikas Bhawan-II,  Ph.: 011- 223813778, Email: director.adr@gmail.com; sharad.sri73@gov.in;
6.	Last date for Pre bid queries /clarifications	25.04.2018 (telephonic and email only)
7.	Issue of addendum /corrigendum (if any)	If any, will be uploaded on the Society's website.
8.	Bid Submission Start Date	09.04.2018
9.	Last date of bid submission	Proposals must be submitted no later than the following date and time: 01.05.2018, 1:00 PM
10.	Opening of Technical bid	01.05.2018, 2:30 PM
11.	Opening of Financial bid	After evaluation of Technical Bid.

# 1. Request for Proposal

Tenders are invited from eligible, reputed, qualified vendors for providing annual maintenance contract (AMC) of EPABX Systems for a period of 1 year with effect from the date of the execution of the AMC. However, this Society reserves the right to extend the validity of contract on mutual consent on the same rates and terms & conditions for a maximum of two more years, one year at a time upon the satisfactory functioning of the Tenderer.

# 2. Background Information

#### 2.1. Basic Information

- a) Delhi Dispute Resolution Society invites responses ("Proposals") to this Request for Proposals ("RFP") from Companies/Agencies ("Bidders") for selection of "AMC Vendor'.
- b) 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.

- c) Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- d) The bidders submitting an application through e-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. Project Background

Delhi Dispute Resolution Society intends to select vendor for **comprehensive** maintenance which includes preventive maintenance quarterly/regular services of the EPABX Systems and/or replacement of any items necessary for keeping the EPABX Systems active.

#### 2.3. Key Information

#### **About the Society**

Delhi Dispute Resolution Society (Regd.) - abbreviated as "**DDRS**" - is the first initiative of its kind in the entire country taken by Department of Law, Justice & Legislative Affairs, Govt. of NCT of Delhi for introduction of Alternate Dispute Resolution processes especially Mediation and Conciliation to not only matters pending before Courts, Consumer Forums and such other bodies but also in respect of pre-litigation cases. The parties before taking legal recourse to Courts, Police, etc. are encouraged to approach the various Mediation Centres which have been set up in different parts of Delhi for settlement of their disputes amicably.

#### 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 DDRS on the basis of this RFP.

- 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 DDRS. Any notification of preferred bidder status by DDRS shall not give rise to any enforceable rights by the Bidder. DDRS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of DDRS.
- d) This RFP 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 RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
  - Include all documentation specified in this RFP;
  - > Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - Comply with all requirements as set out within this RFP.

#### 3.3. Pre-Bid Clarifications

a) The queries should necessarily be submitted in the following format:

S.No.	RFP Document Reference & Page Number	Content of RFP requiring Clarification( s)	Points of clarification
1.			
2.			
3.			

b) DDRS shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the DDRS.

#### Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Nodal Officer notified by the DDRS will endeavour to provide timely response to all queries. However, DDRS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does DDRS undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, DDRS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder} modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the DDRS website.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.

In order to provide prospective Bidders reasonable time for taking the corrigendum into account, DDRS may, at its discretion, extend the last date for the receipt of Proposals

#### 3.4 Tenure of the Contract

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

# 3.5 Key Requirements of the Bid

#### Right to Terminate the Process

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

#### RFP Document Fees

RFP can be downloaded free of cost from the Society's website.

#### Earnest Money Deposit (EMD)

- a) Bidders shall submit the EMD in the form of a Demand Draft OR FDR issued by any nationalized bank in favour of DDRS, payable at New Delhi, and should be valid for 90 days from the due date of the tender / RFP.
- b) EMD of all unsuccessful bidders would be refunded by DDRS within 1 month or on 30th day of the bidder being notified as 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 shall be allowed, even to PSUs and/or Co-operative Organisations.
- f) The EMD should be enclosed with the technical bid.

#### **Submission of Proposals**

- The bidders should submit Technical Proposal and Commercial Proposal to Nodal officer mentioned in fact sheet.
- b) The Response to Technical Proposal and Commercial Proposal should be submitted in separate sealed envelopes super-scribed with RFP subject, ref. no. and last date of receiving quotation. Both the sealed envelopes are to be put in a bigger cover which should also be sealed and super scribed in the same manner.
- Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.

#### **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/ Firm.

#### 3.6 Preparation of Proposal

#### **Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DDRS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

DDRS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

#### 3.7 Consortium

No consortium, subletting or hiring services of other company/firm for execution of this job shall be allowed.

#### 3.8 Evaluation Process

- a) DDRS shall constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by DDRS shall evaluate the responses to the RFP 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 RFP 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 criterions and requirements specified in this RFP.

#### **Tender Validity**

The offer submitted by the Bidders should be valid for minimum period of 60 days from the date of submission of Tender.

#### **Tender Evaluation**

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive, if Proposals:
  - Are not submitted in as specified in the RFP document
  - Received without the Letter of Authorization (Power of Attorney)
  - Are found with suppression of details
  - With incomplete information, subjective, conditional offers and partial offers submitted
  - Submitted without the documents requested in the checklist
  - Have non-compliance of any of the clauses stipulated in the RFP
  - With lesser validity period

In case of rejection of bid, DDRS shall notify the concerned bidder along with reasons of rejection.

b) All responsive Bids will be considered for further processing as below.

DDRS will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

#### 4. Criteria for Evaluation

# 4.1. Technical Qualification Criteria

S. No.	Criteria	Basis for evaluation	Supporting Documents
(A)	Firm/ Company Profile:		
1.	Legal Entity	Valid Legal Entity	Certificate of Incorporation and Articles of Association of the Participant in case of Company / Limited Liability Partnership Agreement in case of LLP
2.	Certificates	GSTIN/UIN, Income Tax and PAN Registration	<ul> <li>Valid GST Registration Certificate;</li> <li>Income Tax Return for last three FY (2014-15, 2015-16, 2016-17) and</li> <li>PAN</li> </ul>
3.	Average Annual Turnover during the last three financial years (FY2014-15, 2015-16, 2016-17) generated from AMC of EPABX Systems.	More than or equal to ₹40,000/- per year during last three years	Certificate from Chartered Accountant and Authorized Signatory
4.	Number of technicians or Equivalent (B.E./ B.Tech. /Diploma Certificate) working in the firm /company	More than or equal to <b>two technicians</b> the firm's /company payroll	Declaration by Head of the Firm /HR head of the Firm /Company.
5.	Geographical presence of the firm/company	Presence of office in NCR	Certificate by Authorized signatory with Address of office in Delhi or utility bills of powers landline bills.
6.	ISO Certificate	ISO 9001:2008 Certificate	Copy of Valid ISO 9001:2008 certificate to be submitted certified by authorized signatory
(B)	Relevant Experience		
7.	Bidder should be an	Bidder must have successfully undertaken at least the following numbers of assignments related to maintenance of EPABX Systems during the last three financial years (FY 2014-15, 2015-16, 2016-17)  • One assignment not less than the amount of ₹80,000/-; OR  • Two assignments not less than the amount of ₹50,000/-; OR  • Three assignments not less than the amount of ₹40,000/-	Completion Certificates from the client; Work Order + Self certificate of Completion (Certified by Authorised Signatory)

\_\_\_\_\_

S.	Criteria	Basis for evaluation	Supporting Documents
No.			
8.	Authorized service provider of Karel / Matrix EPABX Systems OEM	More than or equal to 1 (One)	Certificate from the company on the date of opening of the tender

Bidders, whose bids are responsive, based on fulfilling all requirements, would be considered technically qualified. Price Bids of such technically qualified bidders shall further be opened.

#### 4.2. 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 Criteria

DDRS 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 Any Proposal and To Reject Any or All Proposal(s)

DDRS 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 DDRS action.

#### 5.3. Notification of Award

Prior to the expiration of the validity period, DDRS 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, DDRS 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, DDRS 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 Guarantee

DDRS 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, DDRS at its discretion may cancel the order placed on the selected bidder without giving any notice. DDRS shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or DDRS incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.

\_\_\_\_

# 5.5. Signing of Contract

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

#### 5.6. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP/proposal of the bidder shall constitute sufficient grounds for the annulment of the award, in which event

DDRS may award the contract to the next best value bidder or call for new proposals from the interested bidders.

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

# 6. Scope of Work

- The comprehensive maintenance includes preventive maintenance quarterly/regular services of the EPABX Systems and/or replacement of any items necessary for keeping the EPABX Systems 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 EPABX Systems.
- The replacement of all the spares /defective parts 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 EPABX Systems of which AMC is required is annexed as Appendix III/Form 3.
- 4. The comprehensive maintenance shall be carried out primarily at the premises of DDRS 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 operating environment condition in which the equipment is presently installed is quite satisfactory and the Bidder will not raise any condition with regard to the working environments for the equipment for the equipment covered under AMC.
- 6. n/a.
- 7. n/a.
- 8. The successful bidder, as per the real need and requirement of the DDRS, shall ensure the appropriate deployment of the manpower.
- 9. 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 DDRS 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 DDRS. On breakdown situations or when directed by DDRS, 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 DDRS will be imposed. However, before imposing penalty, the DDRS 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 EPABX Systems) \* No. of breakdown days

Percentage uptime= (X-Y)/X)\*100

# 8. Payment Schedules

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

9. n/a.

# 10. 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 RFP, DDRS 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, DDRS 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 RFP, including consideration and evaluation of such Bidder s Proposal.

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

- "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 DDRS 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 DDRS, 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 DDRS in relation to any matter concerning the Project;
- "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- "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;
- "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by DDRS 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
- "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.

# 11. Force Majeure

DDRS 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 or 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.

 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.

#### 12. Arbitration

- 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.
- 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.

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

# **Appendix I: Technical Bid Templates**

# Form 1: Particulars of the Bidder

S.No.	Information Sought	Details to be Furnished
А	Name and address of the bidding Company/Firm	
В	Incorporation status of the firm (public limited / private limited, etc.)	
С	Local address of the bidding Company/ Firm (In NCR)	
D	Year of Establishment	
E	Date of Registration	
F	ROC Reference No. (in case of Co. /LLP)	
G	Details of company/ Firm registration	
Н	Details of registration with appropriate authorities for GST	
I	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

# **Appendix II: Financial Proposal Template**

# Form 2: Financial Proposal

_		
- 1	$\sim$	
- 1	v	

The Director,	Date:
B-Block, Ground Floor, Vikas Bhawan-II,	Location:
(Deptt. of Law, Justice & Legislative Affairs)	
Ground Floor, B- Block, Vikas Bhawan-II, Civil Lines,	
Near Metcalf House, Delhi-110054	

Dear Madam,

I/We hereby submit our price bid for bid for Annual Maintenance contract (AMC) of EPABX Systems for Delhi Dispute Resolution Society, GNCTD

#### **Summary of Costs**

Detail of Financial Bid

S. N.	Detail of machine	Quantity	Procurement Year	AMC Charges in Rs.
1.	Karel/Intellicon Digital EPABX Systems	04 (Four)	2010	
2.	Star α308 Analog EPABX Systems	01 (One)	2010	
3.	Metrix Eternity GE 6S Digital EPABX Systems	02 (Two)	2014	
	Grand Total			

Note: - The amount shall be considered as final 'price' quoted by the bidder. This will be including all the taxes, duties, cess, levies etc.

<sup>-</sup> L1 bidder will be decided on the basis of Grand Total.

# **Appendix III: Machine Details EPABX Systems for AMC**

# Form 3: Machine Details for AMC

SI. No .	EPABX System's Description	Location	Month-Yr of Installa- tion	Brief Prob- lem of machine (If Any)
1.	Karel/Intellicon 1 small EPABX 4 Junctions, 12 Extns expandable upto 24, 6 Push Button CLI Phones, Operator Console, Main Ditn. Frame, Battery Backup/Cabling	Patparganj Mediation Centre	MAY-2010	No
2.	-do-	Rajpur Road Mediation Centre	NOV-2010	No
3.	-do-  Rohini Mediation Centre		SEP-2010	No
4.	Karel/Intellicon  1 small EPABX 4 Junctions, 12 Extns expandable upto 24, 12 Push Button CLI Phones, Operator Console, Main Ditn. Frame, Battery Backup/Cabling	Parliament Street Mediation Centre	DEC-2010	No
5.	Star α308  1 small EPABX, 3 P&T Lines, 8 extensions 3 Beetel Push Button CLI Phones Caller ID Operator Console, Main Ditn. Frame, Battery Backup/Cabling/ wiring	Nand Nagari Mediation Centre	DEC-2010	No
6.	Metrix Eternity GE 6S EPABX Systems (No. of Extensions: 16,No. of Junctions: 8,No. of expandable ports:96, Operator's Console: 01,Compatible: ISDN) with 10 Push Button CLI Phones, 1 KVA online UPS, MDF Box, cabling etc.	Jahangirpuri Mediation Centre	SEP-2014	No
7.	-do-	Qutub Instl. Area Mediation Centre	SEP-2014	No

Sd/-

(Puja Dewan) Offic. Director, DDRS

\_\_\_\_\_

# **List of Abbreviations**

S. No.	Abbreviation	Definition
1	AMC	Annual Maintenance Contract
2	DDRS	Delhi Dispute Resolution Society
3	EMD	Earnest Money Deposit
4	Eol	Expression of Interest
5	GNCTD	Government of National Capital Territory of Delhi
7	INR	Indian National Rupee
8	ISO	International Organization for Standardization
9	NCT	National Capital Territory
10	NDA	Non-Disclosure Agreement
11	Participants	Participating Firms/Companies/Agencies
12	RFP	Request for proposal
13	SLA	Service Level Agreement
14	ROC	Registrar Of Companies
15	LLP	Limited Liability Partnership
16	PSU	Public Sector Undertakings
17	LOA	Letter of Award
18	UPS	Uninterruptible Power Supply

# End of Document