



## **DIRECTORATE GENERAL OF HOME GUARDS**

**Government of National Capital Territory of Delhi**

### **NOTICE INVITING TENDER FOR PROVIDING AMC OF DESKTOPS, PRINTERS AND UPS (OFFLINE)**

**File No. COMP.CELL/3/12/HG/4A/**

**Dated:- 27-10-2022**

E-Tenders are invited under from reputed individual's agencies/firms having capability of provide AMC of Desktops, Printers and UPS (offline) in the office of Director General, Home Guards, Raja Garden, New Delhi 110027.

Prescribed tender forms along with detailed terms and conditions can be downloaded from <https://govtprocurement.delhi.gov.in>. Tender forms duly completed in all respects must be submitted through e-Tendering on or before 17/11/2022 up to 11:00 A.M. The tender consists of two bid – Technical and Financial bid. The technical bid will be opened on 17/11/2022 at 12:00 P.M. By technical committee of the Directorate and financial bid will be opened after evaluation of the technical bids. The contract will be awarded initially for one year.

1	Bid Submission Start Date	27-10-2022 1700 hrs
2	Last date of bid submission	17-11-2022 1100 hrs
3	Last date of submission of EMD	17-11-2022 1100 hrs
4	Opening of Technical Bid	17-11-2022 1200 hrs
5	Opening of Financial Bid	After evaluation of Technical Bid
6	Corrigendum if Any.	from <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a>

If any of the dates mentioned above in the schedule is declared/happens to be a holiday due to any reason, the schedule activity shall be done on the next working day at the same time.

**D.S Rawat**

**Commandant(CCTI)**

Directorate General of  
Home Guards Nishkam  
Sewa Bhawan, Raja Garden,  
New Delhi 110027

## Tender Document

# Annual Maintenance Contract (AMC) of Desktops, Printers and UPS (offline)

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## **Directorate General of Home Guards**

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## Fact Sheet

S. No	Particular	Details
1.	<b>Selection Method</b>	Least Cost Selection (LCS)
2.	<b>Availability of RFP</b>	RFP can be downloaded from e-Procurement platform of Delhi Government <Mention Website Address: <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> or <a href="http://delhihomeguards.nic.in">http://delhihomeguards.nic.in</a>
3.	<b>EMD</b>	Earnest Money Deposit of amount Rs. 30,000/- (Rs. Thirty Thousand only) in the form of <b>Demand Draft/FDR</b> in favour of <b>DDO Directorate General of Home Guards</b> and payable at <b>New Delhi</b> and issued from any of the nationalized Banks located in Delhi valid for a period of 90 days from the date of the awarding/implication of the tender
4.	<b>Performance Bank Guarantee (PBG)</b>	10% of the total cost of contract in the form of <b>Demand Draft/FDR/Bank Guarantee</b> in favor of <b>DDO Directorate General of Home Guards</b> and payable at <b>New Delhi</b> and issued from any of the nationalized Scheduled Commercial Banks located in Delhi to be paid by the vendor allotted AMC.
5.	<b>Nodal Officer for correspondence and clarification</b>	<b>Sh. D.S. Rawat</b> Commandant CCTI, Home Guards, Directorate General of Home Guards, Nishkam Sewa Bhawan, CTI Complex, Raja Garden, New Delhi 110027
6.	<b>Bid Submission Start Date</b>	Date: <u>27/10/2022</u> Time 17:00 hrs (Tentative)
7.	<b>Last date of bid submission</b>	Proposals must be submitted no later than the following date and time: Date: <u>17/11/2022</u> Time 11:00 hrs (Tentative)
8.	<b>Opening of Technical bid</b>	Date <u>17/11/2022</u> Time 12:00 hrs (Tentative)
9.	<b>Opening of Financial bid</b>	After evaluation of Technical Bid.
10.	<b>corrigendum</b>	If any uploaded on ( <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> ) or ( <a href="http://delhihomeguards.nic.in">http://delhihomeguards.nic.in</a> )

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## 1. Request for Proposal

Tenders are invited from eligible, reputed, qualified vendors for providing annual maintenance contract (AMC) of Desktops, Printers and UPS (offline) for a period of 1 year with effect from awarding of Tender.

## 2. Background Information

### Basic Information

- a) Directorate General of Home Guards 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.
- e) The IT equipment's can be inspected from **08/11/2022 to 11/11/2022 between 11:00 AM to 4:00 PM**. No claim of defect in any part of the Systems will be entertained whatsoever after awarding the Tender. Tender of AMC of IT Equipment's is purely on as is where is basis.

### Project Background

Directorate General of Home Guards intends to select vendor for comprehensive maintenance which includes preventive maintenance quarterly/regular services of the Desktops, Printers and UPS and/or replacement of any items necessary for keeping the Desktops, Printers, UPS (offline) active.

### Key Information

#### About the Department

The Department of Home Guards in Delhi is headed by Director General Home Guards who is a Senior IPS Officer. He is further assisted by Deputy Director General Home Guards and other senior officers.

To enroll volunteers amongst the citizen of Delhi state, train them in the fields of Fire Fighting, Rescue, First Aid, Communication, Disaster preparedness etc and deploy them with external agencies for maintenance of law and order, Regulation of Traffic, watch and ward duties and other socio-cultural and welfare activities.

## 3. Instructions to the Bidders

### General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Directorate General of Home Guards on the basis of

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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 Directorate General of Home Guards. Any notification of preferred bidder status by Directorate General of Home Guards shall not give rise to any enforceable rights by the Bidder. Directorate General of Home Guards may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Directorate General of Home Guards.
- 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/organizations including Govt. agencies /PSUs/State Govt./Central Govt. Subject to the no. computers /UPS/Printers are same in Numbers.

### **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 non-compliant 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.

### **Tenure of the Contract**

The AMC contract will be valid for 1 year with effect from signing of contract between Directorate General of Home Guards and selected bidder and can be extended to one further Year subject to the satisfactory work.

### **Key Requirements of the Bid**

#### **Right to Terminate the Process**

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

#### **RFP Document Fees**

RFP can be downloaded free of cost as per e-Procurement guideline.

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### **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 favor of D.D.O., Directorate General of Home Guards, payable at 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 Directorate General of Home Guards within 1 month or on 30<sup>th</sup> 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 Organizations.
- f) The EMD should be sealed in an envelope. The envelope should clearly show
  - Name of the company submitting the EMD and should reach in the office of **Store Officer in Directorate** of Home Guards positively before the last date of submission of the bid.

### **Submission of Proposals (Tender Amount more than 3 Lacs)**

- a) The bidders should upload the completed bids on the Delhi Government e-Procurement portal <http://govtprocurement.delhi.gov.in>.
- b) The Response to Technical Proposal and Commercial Proposal should be uploaded separately.
- c) 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.

### **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 Directorate General of Home Guards to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

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



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## **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 or Hindi, 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.

## **Consortium**

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

## **Evaluation Process**

- a) Directorate General of Home Guards shall constitute a Technical Evaluation Committee to evaluate the responses of the bidders.
- b) The Technical Evaluation Committee constituted by Directorate General of Home Guards 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 Technical 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 Technical Evaluation Committee may recommend for rejection of any or all proposals on the basis of any deviations.
- e) Each of the responses shall be evaluated as per the criteria and requirements specified in this 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 non-responsive, 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, Directorate General of Home Guards shall notify the concerned bidder along with reasons of rejection.

- b) All responsive Bids will be considered for further processing as below.  
Directorate General of Home Guards 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 defined in this RFP document. The decision of the Committee will be final in this regard.

#### 4. Criteria for Evaluation

##### Technical Qualification Criteria

S. No	Criteria	Basis for evaluation	Supporting
<b>(A) Company Profile</b>			
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	Income Tax Return and PAN, Valid GST Registration.	<ul style="list-style-type: none"> <li>Valid GST registration No.</li> <li>Income Tax Return for last three FY ( 2019-20, 2020-21,2021-22)and;</li> <li>PAN;</li> </ul>
3.	Average Annual Turn over during the last three financial years(FY 2019-20,2020-21,2021-22) generated from AMC of Desktops, Printers and UPS (offline).	More than or equal to < 2 Lac> per Year	Certificate from Chartered Accountant and Authorized Signatory
4.	Number of Service Engineers or equivalent (B.E./ B.Tech.) working in the company	More than <06> Service Engineers on company payroll	Declaration by HR head of the Company.
5.	Number of technicians or Equivalent (B.E./ B.Tech. /Diploma Certificate) working in the company	More than <06> Technicians on company payroll	Declaration by HR head of the Company.
6.	Geographical presence of the firm/company	Presence of office in Delhi & NCR	Certificate by Authorized signatory with Address of office in Delhi &NCR or Utility Bills of Elect
7.	ISO Certificate	ISO 9001:2008 Certificate	Copy of Valid ISO 9001:2008 Certificate to be submitted certified by authorized signatory with Registration number and validity.

8.	The vendor/Tenderer should not have been black listed by any Govt. Department/PSU/Govt. Undertaking/Autonomous Body/University .	The vendor/Tenderer should not have been black listed by any Govt. Department/PSU/Govt. Undertaking Autonomous Body/University..	An undertaking to this effect be provided by the authorized person of the Company.
9.	Duly Signed Tender Document ,Accepting all terms and condition	Signed Tender Document	Signed Tender Document& Appendixes on each Page by the authorized person.
(B)	Relevant Experience		
10.	Bidder should be an established experienced in maintenance of IT hardware including desktops, printers and UPS(Offline)	<p>Bidder must have successfully undertaken at least the following numbers of assignments related to maintenance of IT hardware including desktops, printers and UPS(Offline) during the last three financial years (FY 2019-20, 2020-21,2021-22)</p> <p>☐ One assignment not less than the amount of Rs. &lt;Rs.4,00,000(04 Lac)&gt;-; OR</p> <p>☐ Two assignments less than the amount of Rs. &lt;Rs.2,50,000(2.5 Lac)&gt;each</p> <p>Three assignments not less than the amount equal to Rs. &lt;Rs 2,00,000(02 Lac)&gt;each;</p>	Completion and satisfactory performance certificate from At least three Govt. organizations during last three years and at least one of them should be in the Last 12 months.
11.	Authorized service Provider of any major computer/laptop OEM.	More than or equal to <02>	Certificate from the company(Valid certificate )

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.

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## 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

### Award Criteria

Directorate General of Home Guards 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.

### Right to Accept Any Proposal and To Reject Any or All Proposal(s)

Directorate General of Home Guards 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 Directorate General of Home Guards action.

### Notification of Award

Prior to the expiration of the validity period, Directorate General of Home Guards 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, Directorate General of Home Guards 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, Directorate General of Home Guards 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.

### Performance Guarantee

Directorate General of Home Guards 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 and till the clearing of the last

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

### Signing of Contract

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

### 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

Directorate General of Home Guards may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, Directorate General of Home Guards shall invoke the EMD of the selected bidder.

## 6. Scope of Work

1. The comprehensive maintenance includes preventive maintenance quarterly/regular services of the Desktops, Printers, and UPS and/or replacement of any items necessary for keeping the Desktops, Printers, UPS (offline) 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 Desktops, Printers, UPS.
2. The replacement of all the spares (including printer heads, printer drum, printer ribbons) 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 machines (PC, Printer, off-line UPS etc.) 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 Directorate General of Home Guards 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. In case of reinstallation of software, the AMC vendor will not install a pirated copy in any circumstances. The AMC vendor will ensure that Directorate General of Home Guards provides the original and licensed version of the software/OS. In case of any issue, the AMC vendor will report it to

Directorate General of Home Guards of such circumstances in writing.

7. In a building where more than 30 numbers of PC/Equipment's are installed and covered under AMC the successful bidder will station **One service Engineer** with sufficient spare parts on permanent basis.

8. The successful bidder, as per the real need and requirement of the Directorate General of Home Guards, shall ensure the appropriate deployment of the manpower.
9. The successful bidder has to maintain all the relevant records, register and documents as required.
10. PC equipment's may be increased or decreased (due to condemnation) during the tender tenure. The successful bidder will accept the addition or deletion of equipment's as per quoted rates in the tender.

## 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 Directorate General of Home Guards for the duration of this contract.

### Response Time

The support personnel should be available over phone and is required to be responsible for single point of contact of Directorate General of Home Guards. On breakdown situations or when directed by Directorate General of Home Guards, 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.

### System Uptime

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

Total machines days(X) = (NO of equipment under AMC) \* No. of working day in a quarter.  
Breakdowns (Y) = (NO. of Desktops or Printer, UPS) \* No. of breakdown days

Percentage uptime=  $(X-Y)/X \times 100$

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## 8. Payment Schedules

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

## 9. 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, Directorate General of Home Guards 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, Directorate General of Home Guards 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 Directorate General of Home Guards 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 Directorate General of Home Guards, 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 Directorate General of Home Guards 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 Directorate General of Home Guards 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.

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## 11. Force Majeure

Directorate General of Home Guards 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.

## 11. 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.

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



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## Appendix I: Technical Bid Templates

### Form 1: Particulars of the Bidder

S. No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company/Firm	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Local address of the bidding Company (In NCR)	
D	Year of Establishment	
E	Date of registration	
F	ROC Reference No.	
G	Details of company registration	
H	Details of registration with appropriate authorities for GST	
I	Name, Address, email, Phone nos. and Mobile Number of Contact person	

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## Appendix II: Financial Proposal Template

### Form 2: Financial Proposal

To,  
**Sh. D.S. Rawat**  
Commandant CCTI, Home Guards,  
Directorate General of Home Guards  
Nishkam Sewa Bhawan, CTI Complex, Raja Garden New  
Delhi 110027

Date  
Location

Dear Sir,

I/We hereby submit our price bid for bid for Annual Maintenance contract (AMC) of Desktops, Printers UPS (offline) & Scanners for Directorate General of Home Guards, GNCTD

#### **Summary of Costs**

Detail of Financial Bid

S. N.	Detail of machine	Quantity	Procurement Year	AMC Charges in Rs.Per Item
1.	PCs, Workstations	68	2009-2019	
2.	Printer	35	2012-2019	
3.	Offline UPS	25	2015-2016	
4.	Scanner	02	2012-2013	
	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. except the Service Tax.

L1 bidder will be decided on the basis of Grant Total.

S. No	Machine Name (Pc, Printer, Offline Ups.)	Quantity	Location	Procurement Year	Brief Problem of Machine (ifAny)	Make & Model
1.	Intel Core 2 Quad (PC)	01	Draughtsman Br.(HQ)	2010-11	No	Wipro
2.	Intel Core 2 Duo	19	Miscellaneous Br. And District Office	2009-2010	No	HP
3.	Core i5 (PC)	22	Miscellaneous Br. And District Office	2017-2019	No	ACER
4.	Core i5 (PC)	18	(1) West,(2) DSO HQ (2) Miscellaneous Branches (HQ)	2012-13	No	HP
5.	Intel Core 2 Duo	08	Miscellaneous Branches (HQ) . And District Office	2012-2013	No	HCL
6.	Brother Colour Printer	02	CHG, Litigation	2019-20	No	Brother HL/L3270 CDW
7.	HP Laserjet Printer	01	JSO (HG)	2019	No	HP 126nw
8.	HP Laserjet Printer	19	Miscellaneous Branches (HQ) . And District Office	2012-13	No	HP 1606
9.	HP Laserjet Printer	13	Miscellaneous Branches (HQ) . And District Office	2012-13	No	HP Pro M203DN
11.	UPS	25	Miscellaneous Branches (HQ) . And District Office	2012-2018	No	,microtek ,champion,k uk eja, luminus
12.	HP Professional Scanner	02	IT Centre, DSO(HQ)	2012-13	No	3000 Series

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□ **List of Abbreviations**

S. No.	Abbreviation	Definition
1	AMC	Annual Maintenance Contract
2	EMD	Earnest Money Deposit
3	EoI	Expression of Interest
4	GNCTD	Government of National Capital Territory of Delhi
5	ICT	Information and Communication Technology
6	INR	Indian National Rupee
7	ISO	International Organization for Standardization
8	NCT	National Capital Territory
9	NDA	Non-Disclosure Agreement
10	Participants	Participating Firms/Companies/Agencies
11	RFP	Request for proposal
12	SeMT	State e-Governance Mission Team
13	SLA	Service Level Agreement
14	PSU	Public Sector Undertakings
15	e-Gov	Electronic Governance
16	LOA	Letter of Award
17	UPS	Uninterruptible Power Supply

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***End of Document***

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