

NOTICE INVITING BID

TENDER No.: 05/NDMCSCSCL/PODS/2017 DATED: 01.04.2017

SUPPLY, INSTALLATION & COMMISSIONING OF REMOTE INFORMATION KIOSKS- POINTs OF DELIVERY (PoDs) ALONG WITH INTEGRATED HARDWARE AND SOFTWARE WITH ONE YEAR COMPREHENSIVE MAINTENANCE & WARRANTY FOR ALL THE SUPPLIED HARDWARE AND SOFTWARE AND PODs AT FIVE (05) LOCATIONS IN NDMC AREA



NEW DELHI MUNICIPAL COUNCIL (NDMC)

ISSUED BY:

THE DIRECTOR (IT)

**INFORMATION TECHNOLOGY DEPARTMENT
NDMC: PALIKA KENDRA, NEW DELHI
Ph: 41501383 (D), 41501353-60, Extn. 2701**

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DISCLAIMER

1. Though adequate care has been taken while preparing the TENDER Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven days from the date of notification of TENDER Document/ Issue of the TENDER Document, it shall be considered that the TENDER Document is complete in all respects.
2. The information contained in this Request for Proposal document ("TENDER") or subsequently provided to Applicants (Bidders), whether verbally or in documentary or any other form by or on behalf of New Delhi Municipal Council (herein after referred to as NDMC) or any of its employees, is provided to Applicants on the terms and conditions set out in this TENDER and such other terms and conditions subject to which such information is provided.
3. This TENDER is not an agreement or an offer by the NDMC to the prospective Bidders or any other person. The purpose of this TENDER is to provide interested parties with information that may be useful to them in the formulation & submission of their Proposals pursuant to this TENDER.
4. This TENDER includes statements, which reflect various assumptions and assessments arrived at by the NDMC in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.
5. This TENDER may not be appropriate for all persons, and it is not possible for the NDMC and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this TENDER. The assumptions, assessments, statements and information contained in this TENDER, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TENDER and obtain independent advice from appropriate sources. Information provided in this TENDER to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The NDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. The NDMC and its employees/ advisors make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TENDER or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TENDER and any assessment, assumption, Statement or information contained therein or deemed to form part of this TENDER or arising in any way in this Selection Process.

7. The NDMC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this TENDER.
8. The NDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TENDER.
9. The issue of this TENDER does not imply that the NDMC is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for the project and the NDMC reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
10. New Delhi Municipal Council (NDMC) reserves the right to modify, amend or supplement this TENDER Document.
11. The NDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
12. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, uploading delivery fees, expenses associated with any demonstrations or presentations which may be required by NDMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

Place: New Delhi

Date: 01-04-2017

Chapter-I

I- TENDER / BID INVITING NOTICE

1. The Director (IT), NDMC, Palika Kendra, New Delhi invites on behalf of NDMC, **Online Tenders** from the reputed firm's for the **Supply, Installation & Commissioning of Remote Information Kiosks- Points of Delivery (PoDs) along with Integrated Hardware and Software with One Year Comprehensive Maintenance and warranty for all the Supplied Hardware and Software and PoDs at Five (05) Locations in NDMC Area and provide 02 (two) years extended annual comprehensive maintenance after expiry of one year comprehensive warranty period.** The details of the work are given under the scope of work in the Tender document.
2. The bidder may submit the duly filled up Tender documents online **on or before the last date and time of submission of bid as mentioned in Tender Schedule** and the same may be opened at prescribed time on the same day in presence of the representatives of the bidding firms who may desire to attend in the Office of Director (IT) at 7th Floor, IT department, NDMC, Palika Kendra, Parliament Street, New Delhi-110001.

3. Due Diligence by Bidders

Submission of bid shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications. The response to this Tender should be full and complete in all respects. Failure to furnish all information required by the Tender documents not substantially responsive to the Tender documents in every respect will be at the bidder's risk and may result in rejection of the bidder's Proposal.

4. Downloading the Tender Document

Tender document can be downloaded free of cost from the website of **www.ndmc.gov.in** and **https://govtprocurement.delhi.gov.in**

5. The bidder is responsible for registration of the e-procurement portal (**www.govtprocurement.delhi.gov.in**) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline as provided on the website.

6. Earnest Money Deposit (EMD)

An EMD of **Rs. 10 lakh (Rs. Ten Lakhs)** to be deposited in the form of Demand Draft/Pay order/Bankers Cheque/FDR/TDR from any schedule bank in favour of **"Secretary NDMC" Payable at Delhi/New Delhi, copy of which to be scanned and to be uploaded with other technical documents as mentioned in the Tender.** Failing to deposit EMD on or before the last date of submission of bids (Tender Due Date) shall lead to non-consideration of bid and its automatic

rejection. The physical copy of the EMD is also required to be submitted in the Office of Secretary NDMC on or before the last date of bid submission at the address below:

Office of the Director IT, NDMC
7th Floor, New Delhi Municipal Council
Palika Kendra, New Delhi – 110001
Phone: 011-41501383
Email: director.it@ndmc.gov.in

- i. The EMD is refundable not later than 60 (sixty) days from the Last Date of Bid Submission except in the case of the Selected Bidder, the EMD shall be retained till it has provided a Performance Security/ Guarantee. Where a demand draft is provided, its validity shall not be less than 90 (Ninety) days from the Last Date of Bid Submission, for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the EMD. Should the bidder fail to comply with the said stipulation, the EMD amount shall be forfeited at NDMC's sole discretion?
- ii. The EMD of the successful bidder will be returned after submission of Performance Bank Guarantee.
- iii. The EMD of the unsuccessful bidders shall be returned to them after issue of Letter of Award of Work (LoA) to the successful bidder. But NDMC will not be responsible for any loss or depreciation that may happen thereto while in its possession nor be liable to pay any interest thereon.
- iv. In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money /PBG of the bidder/s will be forfeited.

7. Performance Security/Guarantee

- i. The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the NDMC in the format appended to the Tender at **Annexure-IV**
- ii. The Performance Security shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract (Tendered/ Price bid amount) and shall be valid till 02 years from the date of submission. The shall be released after 06 (six months) of successful commissioning of the project subject to realization of liquidity damages, if any or till the validity period whichever is earlier.

8. Validity of the Proposal

The bid proposal **shall be valid for 90 days** from the Last Date of bid submission (Proposal Due Date)/ date of opening of Tender.

9. N.D.M.C. reserves the right to reject the whole or any part of the Tender without assigning any reason.

10. Schedule of Tender:

S No	Information Related to Bid Process	Details
1	Publication of TENDER Document	01.04.2017 (Saturday)
2	Tender Document Fee	NIL
3	Earnest Money Deposit (EMD)	Rs 10,00,000/- (Rs. Ten Lakhs Only)
4	Submission deadline/ Last Date of Bid submission or Proposal Due Date (PDD)	18th April 2017 (Tuesday) upto 3:00 PM (1500 hrs)
5	Bid validity period	90 days from PDD/opening of the Technical Bid
6	Last date for submission for queries for clarification to NDMC	6th April 2017 (Thursday) upto 5 PM
7	Contact person and email id	Director, IT, NDMC director.it@ndmc.gov.in
8	Pre-Bid Meeting - Date, Time and Venue	7th April 2017 (Friday) at 3.00 PM Office of the Director, IT, NDMC 7 th Floor, New Delhi Municipal Council Palika Kendra, New Delhi – 110001, Phone: 011-41501383 Email: director.it@ndmc.gov.in
9	Opening of Technical BID – Date, Time and Venue	18th April 2017 (Tuesday) at 4:30 PM Office of the Director, IT, NDMC 7 th Floor, New Delhi Municipal Council Palika Kendra, New Delhi – 110001, Phone: 011-41501383 Email: director.it@ndmc.gov.in
10	Presentation before Technical Evaluation Committee, if required	Date shall be intimated to the bidder whose bids found responsive.
11	Opening of Financial Proposal/Price BID	After evaluation of Technical Bids, Date shall be intimated accordingly on website/e-mails to the bidders qualifying technical bids.

S No	Information Related to Bid Process	Details
12	Letter of Award (LoA/Work Order)	After finalizing the bid process. Date shall be intimated accordingly
13	Signing of Agreement	Within 15 days of issue of LoA/Work Order

10. NDMC will not be responsible for delay in online submission due to any reason. For this, bidders are to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
11. The procuring entity (NDMC) reserves the complete right to cancel the bid process and reject any or all of the Bids.
12. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
13. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein.

Chapter-II

II-DEFINITIONS

Following terms used in the document will carry the meaning and interpretations as described below:

“Bid” shall mean the Financial Bid/Price Bid submitted by the Bidding Company/Shortlisted Bidder along with all documents /credentials/ attachments, formats, etc., in response to this Tender Document/Bid Document, in accordance with the terms and conditions hereof;

“Bidder/Shortlisted bidder/ Bidding Company” shall mean the Applicant shortlisted against this Tender for submission of financial bid in reference to this Bidding Document. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require. Further, Bidding Company shall refer to such single Company/Firm/Prime/Lead Bidder that has submitted the response in accordance with the provisions of this Tender Document;

“Company” shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

“Tender Document/Bidding Document” shall mean the bidding document issued by NDMC including all Formats & Annexures etc. vide Tender Document no.dated 30-12-2016 and also including all amendments / clarifications issued subsequently thereof;

“NDMC” shall mean NEW DELHI MUNICIPAL COUNCIL (A body created under the Act of Parliament);

“Selected Bidder or Successful Bidder” shall mean the shortlisted Bidder whom Letter of Award is issued by NDMC as per the term and conditions of Bid document;

“Bid Deadline/PDD/Tender Due Date/Last Date of Bid Submission” shall mean the last date and time for submission of Price Bid /Financial Bid in response to this Bid as specified in Bid Information Sheet including all amendments/Clarifications thereto;

“Authorized Signatory” shall indicate the employee of the Bidding company who has been authorized through board resolution and/or given Power of attorney to sign and submit the bid as per the bidding document and is fully authorized to take decisions including signing and submission of documents as and when any requirement is raised by NDMC during execution of Contract.

“The Government” means the Government of India.

“The Deliverable” means all the all the material/ services, which the Vendor is required to supply to the NDMC under the Contract;

“LoA/Work Order” means Letter of Award;

“Day” means calendar day;

“Week” means calendar week; **“Month”** means calendar month; **“Year”** shall mean the Calendar year **Supplier/Seller means a** company registered under Indian Companies Act, 1956 or a partnership firm registered under Partnership Act or a proprietorship firm.

“Bidding /Tender Document” means documents issued by the procuring entity (NDMC), including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid

“Consortium” means Consortium a group of separate businesses or business people joining together and cooperating to complete a project, work together to perform a contract or conduct an on-going business.

“Client” means the NDMC.

“Service Provider” means the firm providing the solution under this contract as named in RFP/ Technical specifications/scope of work.

“Contract” means the agreement entered into between the Client (NDMC) and the Service provider (Bidder), as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.

“Contract/Bid Price” means the price payable to the Service Provider under the Contract for the full and proper performance of all its contractual obligations.

“Bidder’s Representative” means the duly authorized representative of the SP, approved by the Client and responsible for the Service provider’s performance under the contract.

“Financial Bid” or the Commercial Bid or the Price Bid means the part of offer that provides price schedule.

“Goods and Services” mean the solution(s), service(s), materials or a combination of them in the context of the RFP call and specifications.

“Go-live date/Commissioning date” means as date of acceptance of the tested and validated all Unique Addressing Smart Solution as mentioned under scope of work.

“Performance Security” means on receipt of notification of award (LOA) from the client, the successful bidder shall furnish the security in accordance with the conditions of contract, in the form acceptable to the Client.

“Technically eligible and Technical Bid” means that part of the offer that provides information to facilitate assessment, by NDMC , professional, technical and financial standing of the bidder, conformity to specifications etc.

“Products” means all of the equipment, Hardware, Software, supplies and consumable items that the SP is required to install or provide under the contract, plus the associated documentation.

“Project Plan” means the document to be developed by the Bidder and approved by the Clients, based on the requirements of the Contract and the preliminary project plan included in the Bidder’s bid. Should the Project Plan conflict with the Contract in any way; the relevant provisions of the Contract shall prevail in each and every instance.

“Specification” means the functional and technical specifications or statement of work, as the case may be.

“Tender Call or Invitation for Bids” means the detailed notification seeking end to end solution.

“Two Stage Bid/Two Bid System” means the EMD Proof along with Technical Bids and the Financial Bid are submitted separately online only and their evaluation is sequential.

Chapter-III

III-PROJECT PROFILE & BACKGROUND INFORMATION

3.1 About NDMC

3.1.1.NDMC is one of the five urban local bodies in National Capital Territory (NCT) of Delhi. The administrative area under the New Delhi Municipal Council comprises of 42.7 sq. km. It is governed by a Council by a 13 member Council. The Council Members includes the Member of Parliament of New Delhi Parliamentary Constituency, Chief Minister of Delhi and also the Member of Legislative Assembly of Delhi Cantonment Assembly Constituency.

3.1.2.NDMC is a seat of the head of the Federal Legislature, Executive and the Judiciary. The NDMC region comprises of Lutyen's Delhi and important buildings such as Rashtrapati Bhawan, Parliament House, Supreme Court, North and South Blocks and the Embassy area. The strategic geo-political location of NDMC and its history is of great significance and hence the efficient functioning of the municipal body is of utmost importance locally and nationally.

3.1.3.NDMC consists of nearly 3% of the area and 2.5 lakh of the resident population of NCT of Delhi. However, an estimated 16-20 lakhs floating population in daytime possess challenges for managing the civil services in NDMC area. NDMC is one of the few local bodies in the country who is financial self-reliant. It is also a distribution company for water and electricity and its municipal solid waste is 100% scientifically disposed of.

3.2 NDMC's Key Responsibilities

1. Providing & maintaining basic civic amenities water, electricity, parking, etc.
2. To manage its own assets and collection of Property Tax and other dues and other fees.
3. Building Regulation
4. Registration of Birth and Death
5. Construction, and maintenance of municipal markets and regulation of trades
6. Sanitation & Public Health
7. Maintenance of public parks, gardens and recreational centers.
8. Regulate check and prevent encroachments, unauthorized hawking.
9. Providing Community Centre, Parks, Baratghars on rental basis.
10. School education.

3.3. NDMC's TRANSFORMATION INTO A SMART CITY

3.3.1 NDMC has been selected amongst the 20 city in Round-1 of Stage 2 Smart City Competition on the basis of its Smart City Proposal (SCP). One of the goal of NDMC smart city is developing application of ICT for delivering municipal/Civic services and integration of various standalone system in services encouraging paperless communication through cloud based document management.

3.3.2 Many activities are now performed through IT support /solutions and is consistently expanding cost effective and easy access to information through multiple devices to residents and visitors. NDMC is already in the process of developing NDMC into a Smart City with the use of IT/ICT based interventions and solutions. In this regard, Tenders have been floated for Smart Poles with Wi-Fi Hotspots, Interactive Information Kiosk, Sensor based parking and Warm LED lights. NDMC has started rendering multiple services through IT based e-governance platforms. NDMC has been one of the first cities to initiate Smart City projects, such as on-line payments for electricity-water bills, property taxes and other online services such as citizen complaint Centres, hospital data of birth New Delhi Municipal Council's Smart Parking. NDMC is also taking big strides in moving to mobile platform for rendering citizen services.

3.3.3 Technology has enabled a paradigm shift with “Smartness” shaping up all future developments. NDMC has been working towards time bound development activities based on major scientific and hi-tech strategies to create a state-of-the-art city.

3.4. NDMC NETWORK AND DATA CENTER FACILITY

3.4.1. NDMC is having enterprise network which is the backbone for communication and that helps to connect computers and related devices across departments, CFC's and Remote Offices for facilitating insight and services with ease to the Citizens of NDMC. Data Centre of NDMC is having State of Art enterprise networking solutions i.e. Core Switches, Firewalls and Layer-2 Switches, which are providing uninterrupted online facilities to Citizens of NDMC. The NDMC's network is designed and configured to deliver high performance and reliability to meet the needs of the operations while providing a high degree of access controls and range of privilege restrictions. Citizen Facilitation Centres are connected with Headquarter (Palika Kendra) for Electricity and Water Bill Payments and Birth & Death Certificates.

3.5 THE OBJECTIVE OF THE WORK: Installations of Remote Interactive Information Kiosks-Points of Delivery (PoDs)

3.5.1 For greater accountability, transparency, efficiency and promptness, increase reliance has to be made on the online services under the e-Governance. NDMC currently provides integrated public services to citizens/visitors and tourists through a mobile cloud based NDMC 311 CITIZEN App since March 2016 and through web based apps and now intends to enlarge the network of access and delivery points for the Civic services/information rendered by NDMC/other Govt. Agencies /other parties to all its stakeholders.

3.5.2 The objective of having a Remote Interactive Information Kiosk (Point of Deliveries – PoDs) infrastructure asset is to provide e-Governance Service access to Citizens, but also transform the engagement between the government and citizens for large number of citizen services on demand from anywhere. NDMC plans to use this infrastructure network for improving various operations related to providing the civic services and useful information to citizens and visitors with greater efficiency

and transparency. The vision here is to engage the citizens in inclusive governance.

- 3.5.3** The PoDs intended as the remote expert Smart Solution for a comprehensive way to provide high - quality services to citizens, while reducing overall operating costs. It is intended to help NDMC modernize its approach with existing IT constituents by moving the point of service closer to the citizen while making more services accessible for longer hours. This approach is expected to enable NDMC to realize economic savings and provide value - added services for their constituents. The solution would help to improve the quality of life for citizens by providing them with fast and easy access to expert government / NDMC / other e-services services. Furthermore, it facilitates environmental sustainability by reducing traffic flow to the city centres, thereby reducing carbon footprint.
- 3.5.4** PoD facility expected to gives citizens convenient, cost-effective, face-to-face access to government representatives and services from remote locations with Central Remote Expert Smart Solution for Government Services. Remote Expert Manager Software, a touch screen monitor, and a document scanner, all conveniently located in the Point of Delivery (PoDs), make sharing documents and collaborating together simple. Placing a PoDs in a convenient location close to citizen residences and workplaces reduce both the cost of serving the public and carbon footprint.
- 3.6** The objective of Smart Cities is to improve the quality of life of city-dwellers, visitors/tourists. Enhance the efficiency and competitiveness of the services provided by the NDMC and move towards the sustainability by improving resource efficiency. NDMC is looking for an intelligent and interactive kiosk system for quick access and delivery to public information, faster connectivity while providing a very rich citizen and tourist experience. It will be a comprehensive solution featuring a Kiosk/PoDs and touch screen with facility of Video-conferencing, document printing, document scanning & uploading, access to online services of NDMC and other Government Agencies/other portals, LED Screen on the outside wall of PoDs for interactivity/display of information which can act as a signage to display ads and for interactive city.

Chapter-IV

IV- The Scope of the Work and Terms of Reference (TOR)

4.1 BROAD SCOPE OF THE WORK

- 4.1.1** The broad scope of work will include **Supply, Installation & Commissioning of Remote Information Kiosks- Points of Delivery (PoDs) along with Integrated Hardware and Software with One Year Comprehensive Maintenance and warranty for all the Supplied Hardware and Software and PoDs at Five (05) Locations in NDMC Area and provide 02 (two) years extended annual comprehensive maintenance after expiry of one year comprehensive warranty period** as mentioned under the technical specifications.
- 4.1.2** All the necessary hardware, software, physical structure and accessories shall be supplied to achieve the functional requirement as mentioned in the specifications.
- 4.1.3** The Remote Kiosk - PoD should be able to serve the citizens to privately interact inside the cabin with the remote experts through video calls as well as the sharing of document with remote print and document scan facilities.
- 4.1.4** The outside one side wall of the PoD should be utilized as general purpose information kiosk for various information pertaining to NDMC, Tourism, News, Alerts, Current affairs, Ads etc. To achieve this the POD should be **supplied with 50"-52" (Inches) interactive touch Kiosk screens** on one side wall of the PoD. The screens should be protected with a shutter that can be put down during the night to prevent theft or damage.
- 4.1.5** While the PoD's basic purpose is to facilitate video based interaction for citizen with remote experts, the bidder should also ensure that all the hardware and software needed for the general purpose Information Kiosk such as printer, scanner, touch screen, think client, internet connectivity, digital camera, video camera with requisite furniture and furnishing and fixtures etc. should be supplied along with the PoD. This will ensure that at any point of time, people can choose to use either a General Kiosk or a video based Kiosk depending on their requirement.
- 4.1.6** The bidder will be responsible for integrating various application in the Kiosk PoD and with the general purpose Kiosk screens on the side walls. The applications that would be integrated are optimized for information kiosk resolution.
- 4.1.7** The various web applications can be NDMC's own application, plus TAX transactions, TAN/PAN application, Passport, Land records, Tourism, Transport etc. The Kiosk should have various easy touch buttons to redirect to the appropriate Web based applications. If any specific NDMC's application needs to be integrated with the Kiosk NDMC will facilitate and provide

necessary data and API's needed to integrate the same. For example, if Point of Sale machines (PoS) need to be integrated for payment transactions, NDMC will provide necessary data needed to do the integration. From day one (o1) the bidder should provide integration with the following applications, which need to be only considered indicative (NDMC can change the top five-priority application at the time of contract):

- i. Passport Application
- ii. NDMC online web application Property Tax, Water/Electricity Payment, Birth & Death Certificate, Estate Billing, Event Booking, Yellow Fever Vaccination Appointment, Sports Venue Booking etc.
- iii. Accessing and interacting with NDMC-311 Citizen App
- iv. Tourism Website
- v. Online DTC, Railway, Air Ticket Booking through internet

Following may be noted:

- i. Integration will be done with existing NDMC/Government application which are web/mobile service.
- ii. All the NDMC online applications are available on NDMC website.
- iii. NDMC-311 App for the finding various citizen centric mobile apps which can be downloaded from the Play Store/apple store.
- iv. As per clause 4.1.7 the bidder should provide integration services as part of their offer for 6 applications at para 4.1.7.

4.1.8 The solution will work as citizen interaction with remote experts. While the pool of remote experts and the location and internet connection/lease line connection will be provided by NDMC, all necessary technology components like video conference screens, communication platform etc. as needed for the remote experts are to be provided by the bidder.

4.1.9 NDMC may decide to integrate new applications as and when needed in future during the contract period. In such case relevant data needed for the integration will be made available to the bidder from time to time. The bidder should provide one time integration efforts and estimates needed per application basis during the contract period. The integration for any Request Change shall be considered by the committee constituted by NDMC with one representative member from the firm to determine the man hours and cost inputs for integration efforts.

4.1.10 The interface solution is on touchscreen based interaction.

4.1.11 The bidder is advised to visit the sites of locations as well as Data Centre / Control Room at NDMC building to make an independent assessment of the quantum of the work involved.

4.1.12 The contractor has to install the Application server as well as Data Base in NDMC data centre and the application will be able to integrate with old data

base. NDMC shall provide requisite API/web services at the time of actual implementation of project and integration of the apps.

4.2 Features and Benefits Expected

4.2.1 The Remote Expert Smart Solution Interactive Kiosk: Point of Delivery (PoDs) for Government/NDMC Services is expected to enable governments to connect with citizens remotely. The solution gives citizens remote access to interactive government services through high-definition video and high-quality voice. This approach combines an interactive video experience with remote expert management software capabilities, which allow citizens to access centrally-located experts and services. The solution to support real-time collaboration services between government agents and citizens for extensive live interactions in multiple locations and languages. Features include:

- i. Allowing citizens to identify, locate, and connect with respective experts for specific services
- ii. Helping experts to conduct a complete service transaction, including document sharing and printing.
- iii. Enabling citizens to have personalized experiences, maintaining complete confidentiality throughout the session.
- iv. Allowing for the creation of a centralized, virtual pool of experts, thereby increasing efficiency and enabling the full utilization of the available knowledge base.
- v. Providing a secure and confidential setting via the remote expert kiosk (POD).
- vi. Higher citizen satisfaction with lower cost by better use of resources and services such as internet scanning/printing of documents, uploading of documents, video conferencing with department experts and wi-fi in the vicinity
- vii. The following are expected out of the Interactive Kiosk Solution:
 - a) Quick and easy information access for citizens and tourists
 - b) RTIs hearings/grievance redressed through video conferencing/
 - c) Show environmental data on the outside Kiosk screen of the PoD as and when the environment data is made available by NDMC.
 - d) Navigate through city maps while the map will be provided by NDMC
 - e) Access various services like bus ticketing, train ticketing etc.
 - f) Integrate various services provided by the city administration as and when needed based on the data provided by NDMC with payment gateway for NDMC/Railway/DTC/Air Tickets.

4.2.2 Expected Capabilities:

- i. High-quality citizen services delivered remotely with face-to-face interaction
- ii. Virtual pool of experts in a centralized environment, maximizing the effectiveness and reach of their knowledge base
- iii. Fast and easy access to expert government services thus increasing citizen engagement and satisfaction
- iv. Cost reduction through real estate consolidation resulting from

- centralization of expert resources
- v. Carbon footprint reduction and better traffic flow management as citizens no longer need to travel long distances to government centres

4.3 POINT OF DELIVERY (POD) INFORMATION KIOSKS COMPONENTS

All the components required to run the solution should be supplied as per the configurations and specifications mentioned in this chapter.

1. At Citizen Side (to be provided by NDMC through Procurement –By this Tender)

- a. Standard POD
- b. Video conferencing endpoint
- c. Document Camera
- d. Scanner
- e. Printer
- f. HID (Human Interfacing Devices) compliant Touchscreen
- g. Switch /Router as needed to terminate the links
- h. Interactive-services Client
- i. Complete PoD with power, lighting, network services, connected points with air conditioning.
- j. NDMC shall give the water/electricity lease line/network connectivity till the point of PoD at its own cost. However internal wiring/fittings/operationalization shall be executed by the selected bidder.

2. Data Centre (Available with NDMC)

Hardware:

Network infrastructure like routers, switches, firewalls etc. as needed to aggregate the PODs to the datacentre will be provided by NDMC and requisite hardware is available in Data Centre

3. Datacentre Components to be procured by NDMC from the selected bidder as part of the bid:

Software:

1. IP PBX/Call management platform
2. Contact Centre Platform for remote agents
3. Remote configuration and management platform for the Interactive Clients
4. Management platform for remote experts and capability management

4. Agent Side (to be procured by NDMC through this Tender)Components:

- i. Video conferencing endpoints to be provided by the selected bidder.
- ii. *Hardware to be provided by NDMC Agent workstations (Desktop)*

5. Required Features of the PoD:

- i. Ability to share documents, photos, videos etc.
- ii. Virtual keypad to control the document camera remotely

- iii. Laser pointer
- iv. Zoom control
- v. Document notes and tasks
- vi. Print final documents for the citizen
- vii. Save documents for future reference
- viii. Total 30 days data storage required. Further NDMC will provide the storage space. Parent application UI and document stored with the original app provider. Log details of accessing of any app will be maintained at the NDMC data centre.

4.4 Minimum Specification of the Remote Kiosk with Protective Shell with Point of Delivery (PoD):

4.4.1 Minimum Functional Specification

Sl. No.	Minimum Specification
	High-definition interactive Video based citizen service delivery solution from centralized Citizen Support Facility. The solution should follow client server architecture to centrally manage, operate and maintain the various components. The architecture should ideally be driven by the client working in tandem with various peripheral and central management platform.
	The solution should be supplied with all necessary software and hardware platform to achieve the following:
	a. Place two way video calls between the Citizen/User and the remote expert at the command and control center of NDMC.
	b. Touch based interaction within the Kiosk including starting and ending a video call.
	c. Ability to print or scan a document including remote print initiated by the remote expert.
	d. Focus on a document by a document camera and project the same to the screen for the remote expert
	Easy to deploy, secured and compliant for open-to-public facilities
	The point of delivery cabin should allow discussion/interview with citizen (reduction of noise, sliding door to be closed, Optimal Lighting etc.)
	The design of the inside is clear, easy to deal for all citizens. Integration of ICT components in the design is crucial.
	Provide best and easy citizen experience with remote agents, should support high quality video-conferencing system and a set of collaboration tools enabling direct communication and support by the remote agents working out of the Centralized Citizen Support Facility.
	Accessibility and entry to the Point of Delivery cabin should be easy for physically disabled persons (e.g. Wheelchair access to the cabin)
	Point of Delivery Cabin Requirements
	Resistant panel walls
	security lock
	built-in ventilation

	LED daylight lighting
	Presence sensor
	sliding door for confidentiality
2	<p>Collaboration Services</p> <p>In view of answering to address any kind of citizen, the solution should require minimal or no IT expertise or know-how from citizen. Nevertheless, intend to provide a best-in-class citizen experience using a large set of collaboration tools available within the cabin and remotely managed by the agent.</p> <p>Easy and user-friendly interface for citizen: the solution will require neither physical keyboards/mouse nor ICT expertise.</p> <p>Two-way Videoconferencing system with high-quality audio and high definition video experience. The quality of video interaction between the citizen and the agent is considered as crucial for citizen experience. Thus definition and quality of service (QoS) will prevail.</p> <p>Additional interactive high quality touchscreen to:</p> <ol style="list-style-type: none"> i) Show streaming video (when starting an interview, putting a person on hold or simply when a video says more than words). ii) Display a document that the agent would like to share with the remote citizen and agent-side should have the capability to capture the document and save for further requirements. iii) On-screen fulfilment of an administrative form (for example, complete a request for renewal of Identity document) iv) Allow on-screen collaborative fulfilment with the agent support v) Allow Co-Browsing for the citizen with agent. <p>Ability for the agent to direct printing to the citizen in the cabin</p> <p>Ability to remotely read document shown by citizen to the remote agents, using a document camera agent should be able to capture the document shown in jpeg format for further processing</p> <p>Optional ability to scan and upload the document that a citizen might share it with the expert for additional proof as needed.</p>
3	<p>Cabin Remote Management</p> <p>The remote management of collaborative tool in the cabin should be simple and integrated with the current Remote Agent interface.</p> <p>Tools should include:</p> <ol style="list-style-type: none"> a) Remote management of a camera for document reading (zoom in, zoom out, PIP...) b) Remote management of screen panel c) display a document (text, PDF, web browser, video) d) display a video (wait, informative, end of session...) e) sharing, allow collaborative mode f) Remote management of a scanner g) Remote printing h) Optional Remote management of magnetic Card reader i) Remote management of HD video call j) Launch HD video call k) Put a communication on hold <p>Shared repository of documents for citizen interaction or agent support. This repository should be online and support a wide range of document kinds (including text, formula, video...)</p>

File format to be supported: XLS, PDF, Video (precise – format compliant with touch screen)

Following schematic workflow will provide a brief idea of how the solution is expected to function:

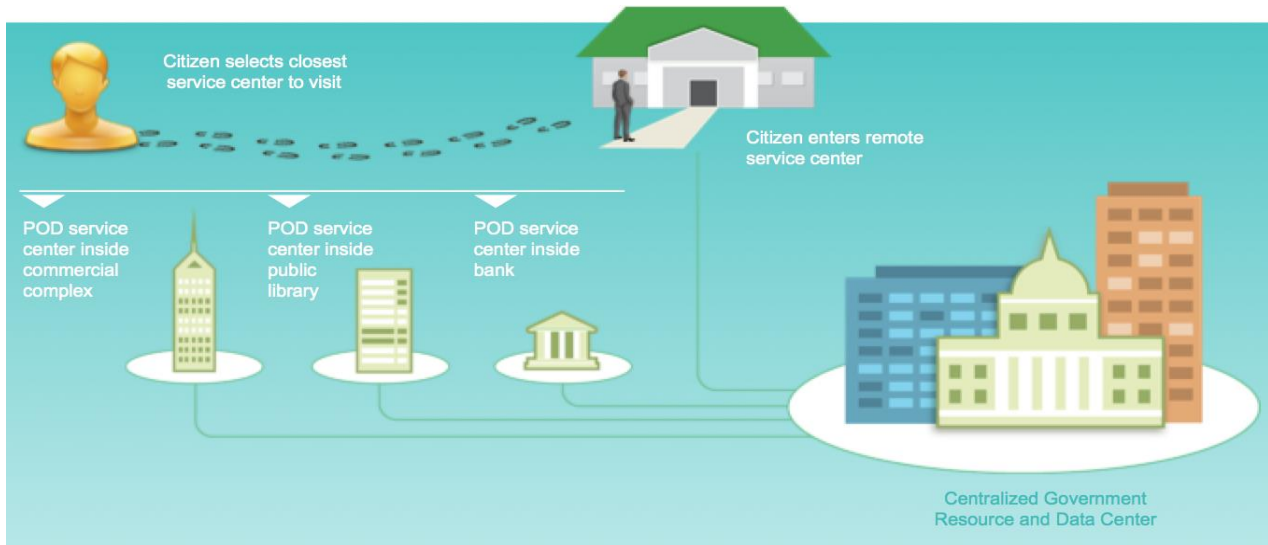


Figure - 1

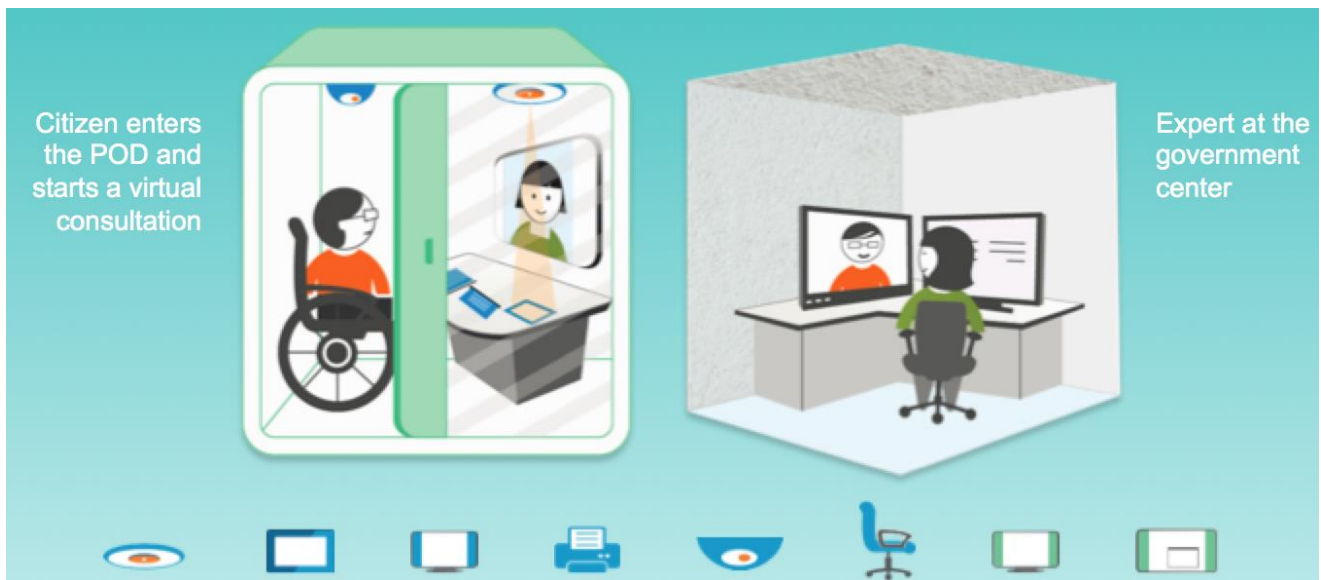


Figure - 2

4.4.2 Interactive Client for the Remote Kiosk POD

Category	Minimum Specification
Hardware Specification	The interactive client hardware should be a manageable, convenient, and secure, as well as easy to deploy and upgrade. Should support multiple zones of content, web clipping, web client automation,

	touchscreen integration capability and support for NDCM's applications
	Should support Integration with compatible peripherals e.g. webcams, magnetic card readers, optical scanners, and printers
	Should support SIP client for two-way video calls
	Should be capable of video snapshots and 1080p streaming
	Should support custom web-based application platform for touchscreen interactive applications
	Should have dual core processor and ideally should be a fanless design for noise free operation.
	Should have 30Gb or more internal storage capacity and 4 GB RAM
	Should have following interfaces for various connectivity
	i. 10/100/1000baseT Ethernet
	ii. One HDMI port
	iii. 2 USB ports
	iv. Audio and line in ports
Peripheral and formats	The Interactive client should support various content and peripheral formats as below.
	i. Audio: MP3, MP4A, WMA1, WMA2, G.711, G.729ab, AMR, FLAC, MPGA
	ii. Video : H.264, H.263++, MPEG4, MPEG2, WMV1/2, MJPEG
	iii. Web formats : HTML4/ HTML5/CSS3, Flash 11, JRE
	iv. Document viewers : PDF, text, JPEG, PNG, GIF, SVG, BMP
	v. Touchscreen : HID-compliant with dual monitor support
	Should support 4K resolution
Additional features	Should support 3-D graphics hardware accelerator
	The system should have interactive display application development platform with integrated JavaScript API access to multimedia, peripheral, and system resources
	The operating platform should support touchscreens and should be able to provide kinetic scrolling, a virtual navigational panel, and a virtual keyboard. External keyboards and mice may be supported for accessibility compliance and administration.

4.4.3 Specification for Central Management Platform

Category	Minimum Specification
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General Specification	<p>a) This should be a comprehensive and scalable management platform for the Interactive client devices. This should be the management console to be used to remotely configure, control, and monitor the interactive client devices at the remote Kiosks</p> <p>b) Should provide user management as well as real-time monitoring, live viewing of remote screen content, notification of events, and session management for the interactive clients at the Kiosks</p> <p>c) The Interactive client devices should be registered in the platform either individually or in batches. The platform should be accessed through a web portal with a menu-based GUI</p> <p>d) The platform should support user, groups, group of devices and policies</p> <p>e) The platform should be able to collect screenshots from the remote interactive clients.</p>
	<p>f) The platform should be able to register batch devices or individually</p> <p>g) Should support group-based or policy-based management</p> <p>h) Should support role based access control of devices based on user roles.</p> <p>i) Should have a cumulative view of configuration changes applied to a device</p> <p>j) Should have Visibility into current screen content of any interactive client device in the remote kiosk</p>
Administration and Management	<p>a) Should support High availability and controlled SSH access for remote troubleshooting.</p> <p>b) Should support Policies for easy and flexible way for an administrator to apply settings to a group of users or devices</p> <p>c) Should be able to apply policies to an individual Interactive client or a group of client devices.</p> <p>d) The platform should provide ability for an administrator to monitor and control the behaviour of a kiosk remotely in real time, including muting a station, locking out the user, and sending messages to the user.</p> <p>e) The platform should have an option to manage users' sessions on the kiosks by setting time limits, forcing a user to log out, and so on</p>

4.4.4 Specification for Touch Screen inside the Kiosk

Category	Minimum Specification
General Specification	<p>24" diagonal, Active matrix TFT LED (LED). Should be Open frame type to be table mounted with Bezel inside the PoD</p> <p>Controls: Menu, Up, Down, Select, Power</p>

	Settings: Brightness, Contrast, Clock, Phase, H-position, V-position, Auto-Adjust, Sharpness, Color Temperature, OSD Timeout, OSD Language, OSD H-Position, OSD V-Position, Recall Defaults, Video Priority, Information, Touch On Sleep Mode, Touch Through
	Resolution : 1280 x 1024
	Other Supported resolution: 640 x 480 60Hz 720 x 400 70Hz 800 x 500, 60Hz 800 x 600 56, 60Hz 1024 x 768 60Hz 1280 x 800 60Hz 1280 x 1024 60Hz
	Viewing Angle: Horizontal: ±89° or 178° total / Vertical: ±89° or 178° total
	Colours: 16.7 million
	Response Time-total (typical) : 15 ms
	Contrast ratio : 1000:1
	Input Video Frequency: Horizontal: 30 - 82 KHz Vertical: 50 - 75 Hz
	Should be as per Projected capacitive (PCAP) two glass solution (2GS) for finer optical clarity and touch durability as per UL-60950 & IK-07 impact testing
	Should have Display Port and VGA video interfaces

4.4.5 Specification for Video Conferencing Device inside the Kiosk

Category	Minimum Specification
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General Specification	<p>a) The system should be a dedicated 1080p HD video communication end device to be used inside the remote kiosk cabin as well as at remote Expert end.</p> <p>b) Should be based on Android or similar open standard operating platform</p> <p>c) Should have in-built An IP phone that provides essential features for audio only communication or Audio/video communication.</p> <p>d) Should have a high-quality audio system for speakerphone</p> <p>e) Should have minimum 24" screen in 16:9 ratio</p> <p>f) Should have a multi-touch capacitive touchscreen</p> <p>g) Should support simultaneous HD video and content sharing.</p> <p>h) Should support full-duplex, full-band audio</p> <p>i) It should be a fully integrated single unit including:</p> <ul style="list-style-type: none"> ● Codec ● Camera ● Display ● Microphones and loudspeaker
	<p>g) The camera should have the following</p> <ul style="list-style-type: none"> ● 63° horizontal field of view ● 38° vertical field of view ● Resolution: 1080p30 ● F 2.2 ● Privacy shutter
	<p>h) The system should have at least one HDMI and one USB port</p>
	<p>i) Should have an internal switch port for connecting the device to the network as well as to connect to a pc or laptop</p>
	<p>j) The system should support following network features:</p> <ul style="list-style-type: none"> ● Domain Name System (DNS) lookup for service configuration ● Differentiated Services (quality of service [QoS]) ● IP adaptive bandwidth management (including flow control) ● Date and Time support with Network Time Protocol (NTP) ● Packet loss-based down speeding ● URI Dialling ● Dynamic Host Configuration Protocol (DHCP) ● 802.1x network authentication ● 802.1Q virtual LAN ● 802.1p (QoS and class of service [CoS])

	<ul style="list-style-type: none"> ● Layout controls ● Self-view ● Far-end camera control
Network Features	<ul style="list-style-type: none"> ● Password complexity ● Ability to disable USB ● Ability to disable speakerphone ● Ability to disable headset ● Secure digital I/O (SDIO) enable/disable ● Bluetooth ● Wi-Fi ● Screen lock and automatic lock (Personal Identification Number [PIN] or password) device
Security & Policy Management	<p>It should be a fully integrated single unit including:</p> <ul style="list-style-type: none"> ● Codec ● Camera ● Display ● Microphones and loudspeaker
Camera Features	<p>The camera should have the following:</p> <ul style="list-style-type: none"> ● 63° horizontal field of view ● 38° vertical field of view ● Resolution: 1080p30 ● F 2.2 ● Privacy shutter
	<p>Video conferencing system for Agent & system should be flexible enough for the following features:</p> <ol style="list-style-type: none"> 1. A standard PC based system with USB Connected Web CAM, MIC, Speaker 2. A SIP Based Client to make Video calls between Citizens & Agents 3. Camera should have following specifications: <ul style="list-style-type: none"> ➤ Full HD 1080p video calling (up to 1920 x 1080 pixels) ➤ Full HD video recording (up to 1920 x 1080 pixels) ➤ H.264 video compression ➤ Built-in dual stereo mics with automatic noise reduction ➤ Automatic low-light correction 4. SIP Based Video Client should have a desktop sharing feature using which agent can pass on the control of machine to Agent to help browse through

	<ol style="list-style-type: none"> 5. the sessions 6. Agent should have a feature to bring in his supervisor also to bring in the existing p2P video call to make it 3 party conference call 7. If required, agent should be able to record the above conference call. 8. Citizen should be able to have self-view before starting the video call with the agent. 9. IF required Citizen can do text chat also with the agent instead of having Video call with the agent? 10. Ability to centrally push a poll in the chat session to get real time citizen Feedback on the NDMC key initiatives.
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4.4.6 POD Physical Structure – Minimum General Specification

1	The POD or the delivery cabin should be an engineered and pre-fabricated and tested solution suitable to be placed in outdoor environment.
2	Should be supplied with Dismantle able Panels easy to install and relocate
3	Easy integration with process/ electrical wiring systems. Should be relatively maintenance free and easy to clean.
4	The POD should be modular in design with pre-engineered interlocks.
5	The POD should be mounted on structural base frame – which imparts level/ stability/ strength to the vertical panels
6	Panels should be with double wall-insulated panels which adds to sound as well fire resistant character tics.
7	Should be supplied with all necessary electrical wiring concealed and external single point power source for 220V AC.
8	The PoD should have a top mounted suction fan to keep the inner temperature constant.
9	Should be supplied with necessary Air-conditioning to maintain controlled temperature at any time.
10	Should be supplied with 03 Nos. LED lights with motion sensor, which will ensure operation of light only when there is occupancy.
11	Should be supplied with 12u / 6u under table hardware units with tempered glass and lock and key facility. This is where the hardware functions could be accessed and the system safety could be ensured.
12	Entrance would be 1000mm wide clear opening with manual sliding door with frosted strip design tempered glass to ensure the aesthetic and restricts to partial vision on interior.
13	Door should have mortise locking facility and SS pull handle.
14	Either the Left or Right walls of the POD should have provisions to mount one 50 to 52 Inches interactive touch Full HD LED screen be used as external information Kiosk per POD. It should have a metal shutter so that the LED screen can be protected by the shutter should during the night. The necessary ICT components for the kiosk screens should be supplied with the solution.

15	The POD should be supplied with a roof mounted Solar panel as per the following specification (10% variance) as alternative energy source to run the basic functionalities inside the POD.	
a	General Specification	The solar panel should be able to generate 300W The panel should be within the dimensions of 2000x1000x50 mm and weighing not more than 25 Kg so that it can be easily mounted on the roof of the PoD
		Maximum Power at STC (Pmax) - 32W
b		Solar Cells
c	Cell arrangement	72 cells in series
d	Front Cover	Low-iron tempered glass 3.2 mm
e	Frame	Anodized aluminium alloy
f	Encapsulant	EVA (ethylene vinyl acetate)
g	Junction Box	IP65
h	Connectors	MC4
i	Operating Temperature Range	(-45 degree to 85 degree C)
j	Foundation Specs	It shall be as per the overall weight and structure stability and same shall be approved by NDMC before installation

4.4.7 POD Physical Structure Minimum Dimension Specifications

The POD or the delivery cabin should be supplied with the following minimum specification. The dimensions of the pod with their sub components should be within 10% tolerance mentioned in the below specification.

S. NO.	MATERIAL SPECIFATION	U.O.M	SUB PART	SIZE (mm) DETAILS		
				L	W	TH
A	SIZE 7 FT X 5 FT Height 2340 MM	Sqmt	Side A/B	2340	1524	50
	Construction	Sqmt	Roof	2133	1524	50
	KR KRM- 0.8 MM GI Pow	Sqmt	Side C	2133	2340	50
	Coated – With 90% in Fill	Sqmt	Side D-ENT	300	2133	50
	With PU	Sqmt	Fixed Panel	1133	2340	50
	25 mm thick panel	Sqmt	Inside Panel	1340	2040	25
B	Face Mounting with clips	Rmt	Cladding Face Patti			
C	Frame Door with Glass	Nos.	Metal Door	2100	1000	
			IG Unit Glass	1850	950	
			Forsting Design	1850	950	
			Mortise Lock			
			Sliding Mechanism			
			SS Pull Handle			
D	Base Frame ISMC 100 X 75	No	Steel Levellers			

E	Misc. Parts	No	Louver			
F	Provision to Install 50” to 52” (inches) LED Interactive touch screen (Full HD)	No				
G	1.5 ton split AC of 05 energy star rating	No				
H	Mounting Structure for Solar Panel on roof top of POD	No				

4.4.8 POD Accessories Specification Minimum (as per the functional PoD requirement) Quantity

S.NO	MATERIAL SPECIFATION	U.O.M.	QTY
1	Wiring Fitment	LS	2
2	Module Box with Switch	Nos.	2
3	Air Vent Fan with Wiring	Nos.	2
4	Mat	Sqmt	3
5	6U and 12U Racks for Table with Lock	Nos.	1
6	Switch Points Wiring	LS	2
8	Profile Table Top (750x1400x25)	Nos.	1
9	Table Plastic Leg Support	Nos.	8
10	Table Brackets (Tb-50)	Nos.	1

4.4.9 Server Minimum Specification Quantity

The servers to be used for the Kiosk PoD solution should be installed in NDMC central data centre with following minimum specifications.

Item	Feature Description
Processors	Each server shall have a minimum of two (2) Intel E5-2600 v4 series CPUs and should be provided with 2x E5-2680 v4 or higher CPU
Storage	The server should have up to 8 front-accessible, hot-swappable, SAS , SATA or SSD drives The Optional server RAID controller should support the following configurations RAID 0, 1, 5, 6, 10 , 50 and 60 support Must have an internal slot for SD card / Flash which supports booting hypervisors
Memory	Should have at least 24 DIMM slots and scalable up to 768 GB memory with the 32 GB memory module Support for advanced memory redundant technologies like advanced Error-Correcting Code (ECC) and memory mirroring
Network	Should have 2 * 1 GbE embedded LAN on Motherboard for network connectivity The server should offer the capability to use up to 40-Gbps unified network fabric which aggregates both the Ethernet and FC connectivity on a single controller using Low-latency, lossless, 10-Gbps Ethernet and industry-standard Fibre Channel over Ethernet (FCoE) fabric
PCIe Slots	Each server should offer 2 PCI Express (PCIe) 3.0 slots <ul style="list-style-type: none"> 1 * x24 connector , x16 lane, full height , 3/4-length 1 * x24 connector , x16 lane, half height , half-length

Management	The integrated management controller should support web user interface for server management; remote keyboard, video, and mouse (KVM); virtual media; and administration with virtual media support for remote KVM and CD and DVD drives as if local
	The server should support Intelligent Platform Management Interface (IPMI) 2.0 support for out-of-band management through third-party enterprise management systems
	The server should support Command-line interface (CLI) for server management
Ports	Should have the following ports for server connectivity <ul style="list-style-type: none"> ● 1 serial port ● 2 USB ports ● 1 VGA video port
Others	Supports hot swappable redundant fans
	Supports hot swappable redundant power supplies
Environmental	Operating Temperature support from 41 to 95°F (5 to 35°C) and Non-operating Temperature from -40 to 149°F (-40 to 65°C)
	Operating Humidity from 10 to 90% noncondensing at 82°F (28°C)
	Operating Altitude from 0 to 10,000 ft (0 to 3000m) and Non-operating Altitude from 0 to 40,000 ft (0 to 12,192m)
Qualification/ Certifications	Server OEM should be "Leader or Challenger" in Gartner's latest Magic Quadrant for Servers

4.4.10 Minimum Specification for other Items

2. Laser Printer inside the Kiosk	
Functional requirement	
Category	Minimum Specification
General Specification	Sleek and compact design laser Printer
	Should be able to print at 30ppm for A4/Letter
	Should be able to be connected through USB or serial port
	Should support pair input of 300 sheets or more
	Should support print resolution of Up to 600 x 600 dpi
	266 Mhz or higher processor speed
	150 sheets or more output bin
	Should support media sizes of A4, A5, A6, B5, envelopes (C5, B5, DL)
	Paper type supported: bond, light, heavy, plain, recycled, rough), envelopes, labels, cardstock, transparencies.

3. Document Scanner inside the Kiosk	
Category	Specification

General Specification	Type : Desktop Colour Flatbed Scanner
	Scanning element: CIS
	Light source :3-colour (RGB) LED
	Optical resolution: 4800x4800 dpi
	Selectable resolution: 25 - 19200 dpi
	Interface: Hi-Speed USB
Scanning Grade	Colour : 48 bit input - 48 or 24 bit output
	Greyscale : 16 bit input - 8 bit output
	Maximum document size : A4 / Letter [216 x 297 mm]
Scanning Speed	Preview speed (Colour A4): Approx. 9 sec.
	Scan speed (Colour A4 300dpi) : Approx. 10 sec.
	Colour: 2.2 msec. per line (300 dpi), 33.2 msec.per line (4800 dpi)
	Greyscale: 2.2 msec. per line (300 dpi), 11.1 msec. per line (4800 dpi)
	Black and White: 2.2 msec. per line (300 dpi), 11.1 msec. per line (4800 dpi)

4. Camera Document Scanning inside the Kiosk

Category	Minimum Specification
General Specification	Should be a High Definition ceiling mounted camera
	HD capable of 16:9 resolutions at 1080p, 1080i and 720p
	18X Optical Zoom Lens
	1.3 megapixel 1/3-Type CCD image sensor
	Should be able to be remotely controlled by expert using web interface.
	Metal enclosure with tile support brace and trim ring
	Should be supplied with power supply, IR Remote and AC cord set
	Should deliver simultaneous analog component video (YPbPr) and digital video (DVI-D or HDMI) outputs on separate connectors. Any additional connectors, cables, controllers etc. needed for the same should be supplied along with the camera.

NOTE: The vendor/successful bidder to handover all material specifications including the hardware and software and all drawings and sketches/blueprints of PoD design, construction and operations to NDMC alongwith user manuals.

4.5 GENERAL SOFTWARE FEATURES REQUIRED:

The Touch Screen App modules will have web interface and will interact with NDMC's applications and should have following general requirement feature:

- I. Audit Trail

- II. Integrated with the already developed Citizen App & developed CRM module.
- III. Integrated with NDMC's SMS gateway and email server.
- IV. Flexibility and customization.
- V. Feedback and follow-up tracking

4.6 USER INTERFACE REQUIREMENTS

- I. All icons must be crisp, clean, and distinguishable
- II. All buttons and objects must be reactive to touch and work as intended.
- III. English, Hindi will be the default language/ bi-lingual.
- IV. The design/User Interface on the touch screen should be flexible enough for multiple themes/skins
- V. Drill down information from National and State upto project level for stakeholders using maps also as per data provided by NDMC
- VI. Data representation through graphs and bar charts etc. as per data provided by NDMC

- 4.7** The electricity connection and the required bandwidth in the form of lease line and its connectivity shall be provided by NDMC at each PoD, however the integration and fixture work shall be done by the selected bidder.

4.8 PERIOD FOR COMPLETION AND COMMISSIONING OF WORK

For the supply, installation, commissioning of Remote Information Kiosks: points of delivery (pods) along with integrated hardware and software is **90 days (Ninety) from the date of execution of the Agreement (DoA)**. The agreement has to be executed within 15 Days of the issue of the Letter of Award (LoA).

- 4.9** The 5 locations with complete address and marking on the map of location for installing the remote information Kiosk – Point of Delivery (PoDs)

Sr. No.	Location/Address	Qty.	Contact person for co-ordination	Mobile
01	Gole Dakkhana	01	Er. T. R. Meena, S.E. Road Division-I, Civil Engg. Department, NDMC	9810681155
02	Khan Market	01		
03	Baba Kharag Singh Marg	01		
04	Middle Circle Substation, CP	01		
05	Opp. Shashtri Bhawan	01		

NOTE: Location for installation of PoDs may be changed at time of actual implementation of project.

V- Instructions to Bidder & Eligibility Criteria

5. GENERAL

5.1 Scope of proposal

- i. NDMC invites bids to this Tender Documents from eligible firms as per the scope of work defined in this Tender Document. Tender document means this Tender document, Contract Agreement, supporting annexures / appendices / formats etc., any addenda/corrigendum to this Tender Document and all other such documents.
- ii. Bidders are advised that the selection of successful firm shall be on the basis of an evaluation by NDMC through the Selection Process specified in this Tender document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NDMC's decisions are without any right of appeal whatsoever.

5.2 ONLINE PROPOSAL/ BID SUBMISSION

The bidder is responsible for registration of the e-procurement portal (www.govtprocurement.delhi.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline as provided on the website. Bidders should have valid class II Digital Signature Certificate (DSC) obtained from certifying Authorities.

The mode of Tender is online and shall be two bid/stage system:

- a. Technical bid
- b. Financial Bid

The bidder has to technically qualify in terms of the /Basic minimum eligibility criteria for which the documents asked are required to be uploaded and to be produced if demanded. Further to qualify technically, the bidder firm has also to score a minimum of **70%** out of 100 under the Evaluation Criteria. The bidders who technically qualify will only be eligible for financial bid opening. The lowest price bid shall be declared as L1/lowest bid for consideration of Award of Work.

The Bidder shall submit the proposals online as described below:

- a. **Pre-qualification and Technical Bid/ Proposal**–Scanned copy in PDF file format, signed on each page &, with file name clearly mentioning: **“PQ and Tech bid for Point of Delivery (PoDs)**

b. Financial Proposal/Price bid_–submit online only.

The Bidder shall submit its Technical and Financial bids in the form and manner specified in this Tender document online

5.3 Eligibility conditions for firms

5.3.1 Proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by NDCM

5.3.2 Basic Eligibility Criteria

The following criteria must strictly be fulfilled by the Bidder. The Bidder must submit documentary evidences in support of their claim for fulfilling the criteria. The bids received without the documentary evidences shall be rejected summarily. The condition from 1 to 9 mentioned below are mandatory to qualify technical bid. Non-compliance of any condition shall lead to disqualification in Technical Bid.

5.4 THE BASIC ELIGIBILITY CONDITIONS:

Sl. No.	Basic Requirement	Specific Requirements	Documents Required as part of the Technical Bid
1	General Requirement	Bidder should be an established IT System Integrator and should have been engaged in Supply, Installation, and Commissioning and Operations & Maintenance Services of ICT projects for a period of at least 3 financial years as on last date of bid submission.	Work Orders / Client Certificates confirming year and area of activity should be enclosed.
2		<p>1. Consortium is allowed with maximum combination of two firms only. One of the parties in the consortium partner will be the Prime Bidder/Lead Bidder. Prime Bidder/Lead Bidder shall be treated as "Bidder"</p> <p>2. Any of the parties of the consortium or the Prime Bidder/Lead Bidder may meet the technical criteria. However, the Prime Bidder/Lead Bidder alone</p>	<p>1. Copy of the consortium agreement in case of consortium, clearly specifying the role and area of specialization of the individual parties of consortium, duly signed by Consortium parties on Rs. 100 non-judicial stamp paper should be enclosed. The</p>

		<p>should meet the financial criteria. (Turnover)</p> <p>3. Number of members in a consortium shall not exceed two (02) entities including the lead/Prime.</p> <p>4. Bidder should be in operations in India for a minimum of 3 years The Bidder must have at least one office in India which has been operational for the last three years or more.</p>	<p>agreement should also clearly define the Prime Bidder/Lead Bidder and should be individually and jointly signed by each of the Consortium parties.</p> <p>2. The declaration of operating office address in India</p>
3	Legal Entity	Any legal entity duly registered in India is allowed. In case of consortium, the Prime Bidder/ Lead Bidder should meet this criterion.	1. Certificates of incorporation under Companies Act 2013 or 1956
4	Turnover	The Prime Bidder/Lead Bidder must have annual turnover of at least Rs. 1.95 Crores solely from ICT Business and IT Services during each of the last 3 financial years as on 31.03.2016.	Audited and Certified Balance Sheet and Profit/Loss Account for the last FIVE Financial Years should be enclosed. CA Certificate be enclosed.
5	Technical Capability / Work Experience	<p>The Bidder or any of the parties of the consortium partner must have successfully completed work issued from competent authority of the development of the ICT based citizen utilities services/Information Kiosk installations in last 3 financial years preceding the last date of submission of bid document as per the following:</p> <p>At least One work of Rs. 1.56 Crore contract value</p> <p>or</p>	<p>Copies of work order or contract agreement and the client Sign-off client certificates/Project</p> <p>Certificate for satisfactory completion</p>

		At least Two work of Rs. 1.17 Crore each or At least Three work of Rs. 78 lakh each Note: In case of a consortium, Prime Bidder must meet this basic eligibility criteria.	
6	Net worth	The Bidder or the Prime Bidder/Lead Bidder must have positive net worth & profit making company during any of 2 (two) years out of the 3 (three) financial years as on 31.03.2016	CA Certificate mentioning net profit should be enclosed.
7	Certification	The Bidder or consortium should possess below Certifications at the time of bidding: a) ISO 9001:2008 Certification.	The Bidder is required to furnish the copies of valid certification.
8.	Tax Registration	The Bidder or the Prime Bidder/Lead Bidder should have a registered number of a. VAT/Sales Tax where his business is located b. Service Tax c. Income Tax PAN	Copies of relevant(s) Certificates of Registration.
9	Technical Specifications of BOQ/BOM items	The quoted product/item should fulfil all the technical specifications laid out in the Tender document mentioned in the Annexure (Technical specifications of BOQ items). The Bidder is required to furnish Make, Model / Part number of the quoted item.	The Bidder should enclose relevant catalogues, brochures, etc. in support of all the items quoted in the Bid.
10	Clean Track Record of	Bidder should not be black-listed by any Central / State Government / Public Sector Undertaking in India.	An undertaking to the effect in the format

	Dealings	Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project.	Annexure
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NOTE:

1. Any bid failing to meet the above eligibility criteria shall be disqualified and will not be considered for Technical Evaluation.
2. Change in Eligibility Criteria: If there is a change in the status of the bidder with reference to any of the eligibility criterion specified above, during the bid process till the award of the project, the bidder should immediately bring the same to the notice of NDMC.
3. For the purpose of the criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered.
4. Moreover, the Bidder should provide the experience details of Projects undertaken by it or its consortium member's entity as the case may be, only. Project experience of the Individual Bidder's parent company or its subsidiary or Consortium Members' parent company or its subsidiary (who are not Members of the Consortium) will not be considered. Implementation or operation and maintenance experience of parent/subsidiary/associate Company (ies) of the Bidder or its consortium member's entity as the case may be would not be considered for evaluation.

5.5 NUMBER OF PROPOSALS

A Bidder applying individually or as an associate shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.

5.6 ACKNOWLEDGEMENT BY THE BIDDER

- 5.6.1** It shall be deemed that by submitting the proposal, the Bidder has made a complete and careful examination of the Tender Document.
- 5.6.2** Received all relevant information requested from NDMC.
- 5.6.3** Accepted the risk of inadequacy, error or mistake in the information provided in the document or furnished by or on behalf of NDMC or relating to any of the matters.
- 5.6.4** Agreed to be bound by the undertaking/agreement provided by it under and in terms hereof.

5.7 RIGHT TO REJECT ANY PROPOSAL

- 5.7.1** Notwithstanding anything contained in this Tender Document, NDMC reserves the right to accept or reject any Proposal and to annul the Selection

Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. Without prejudice to the generality of Clause above, NDMC reserves the right to reject any Proposal if, at any time, a material misrepresentation is made or discovered, or the Bidder does not provide within the time specified by NDMC, the supplementary information sought by NDMC for evaluation of the Proposal.

5.7.2 Misrepresentation/ improper response by the Bidder may lead to the disqualification. If the Bidder is the Lead Member of a consortium, then the entire consortium may be disqualified/rejected.

5.8 CLARIFICATIONS TO QUERIES

- a) Bidders requiring any clarification on the Tender may send their queries to NDMC in writing by e-mail so as to reach before the date mentioned in the Schedule of Tender Process or before the Pre-Bid Meeting.
- b) NDMC shall endeavour to respond to the queries within the period specified therein. NDMC will post the reply to all such queries on e-Tendering portal website.
- c) NDMC reserves the right not to respond to any query or provide any clarifications, in its sole discretion, and nothing in this clause.

5.9 AMENDMENT TO TENDER DOCUMENT

At any time prior to the deadline for submission of Proposal, NDMC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender document by the issuance of Addendum/ Amendment and posting it on e-Tendering portal.

In order to give the Bidders a reasonable time for taking an amendment into account, or for any other reason, NDMC may, in its sole discretion, extend the time of submission of Tender Bid/Last date of Bid submission.

5.10 DEVIATIONS

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original Tender documents. If the bidder has any observations, the same may be indicated in his forwarding letter along with the bid. Bidders are advised not to make any corrections, additions or alterations in the original Tender documents. If this condition is not complied with, Tender is liable to be rejected.

5.11 DEADLINE FOR SUBMISSION OF BID

The bid duly filled must be received by NDMC at the address specified not later than the date and time mentioned in the **“Bid Information Sheet”/Tender schedule**. Bid received later than the deadline prescribed for submission of Tender by NDMC will be rejected.

5.12 WITHDRAWAL OF BID

No Tender can be withdrawn after submission and during Bid validity period. Submission of a bid by a bidder implies that he had read all the Tender documents including amendments if any, visited the site and has made himself aware of the scope of Work to be done and other factors having any bearing on the execution of the Work.

5.13 CLARIFICATION OF THE BID

To assist the examination, evaluation and comparison of the Bids, NDMC may at its discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the Tender shall be sought or permitted. The above clarification for submission of the details shall form part of the Tender and shall be binding on the bidder.

5.14 CANVASSING

No bidder is permitted to canvass to NDMC on any matter relating to this Tender. Any bidder found doing so may be disqualified and his bid may be rejected.

5.15 SUBMISSION OF BID DOCUMENTS

Format of Proposal

- (a) The Bidder shall provide all the information sought under this Tender document, NDMC would evaluate only those Proposals that are received in the specified forms and complete in all respects and within the submission date and time. The proposals shall be submitted online only.
- (b) The Bidder shall prepare one set of the Technical and Financial bids (together with copies of Documents required to be submitted (online) along therewith pursuant to this Tender).
- (c) The format/documents /figures shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder and then uploaded. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initiated by the person(s) signing the Proposal. The Proposals must be signed by the authorized signatory (the "Authorized Signatory").
- (d) Bidders should note the Tender Due Date (PDD) (due date of submission of the bid), as specified in the Tender schedule, for submission of Proposals. Except as specifically provided in this Tender, no supplementary material will be entertained by NDMC, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD. Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

5.15.1 EXAMINATION OF THE BIDS: RESPONSIVENESS TEST FOR THE TECHNICAL BIDS

NDCM through its Bid Evaluation Committee shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, **a substantially responsive bid is** one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the NDCM .In case of Tenders containing any conditions or deviations or reservations about contents of Tender document, NDCM may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw such conditions/deviations/ reservations, the Tender shall be treated as non-responsive. NDCM decision regarding responsiveness or non- responsiveness of a Tender shall be final and binding.

5.16 TECHNICAL BID

- 5.16.1** The Technical bid shall not include any financial information relating to the Financial Proposal and if financial bid/Price bid if reflected or included in the technical bid, it shall be rejected.
- 5.16.2** NDCM reserves the right to verify all statements, information and documents, submitted by NDCM in response to the Tender. The lack of such verification by NDCM shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NDCM there under.
- 5.16.3** In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet issued the LOA or executed the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this Tender, be liable to be terminated, by a communication in writing by NDCM without NDCM being liable in any manner whatsoever to the Selected Bidder.
- 5.16.4** Scanned document must be submitted with bid document to fulfil the eligibility criteria.

5.17 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

- a) NDCM is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the Tendering process.

- b) NDMC may terminate the contract if it is found that the bidder is black listed on previous occasions by the any of the Departments / Institutions/Local bodies/Municipalities/Public Sector Undertakings, etc.
- c) NDMC may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.
- d) Bids without EMD will be summarily rejected.
- e) If price is mentioned in the “Technical Bid” it may lead to rejection of the bid.

5.18 BID EVALUATION :FULFILLING BASIC ELIGIBILITY CRITERI

- a) The Technical bids will be opened online at the time & date as specified in the Tender document. All the statements, documents, certificates, DD etc. uploaded by bidder will be verified & downloaded, for technical evaluation.
- b) The bidder can witness bid opening from their respective locations logging in through their login ID, password at the designated time of bid opening or else may also come to NDMC, New Delhi.
- c) The Technical Bid will be evaluated against the specified parameters/criteria & the technically qualified bidders will be identified.
- d) Price bids of only the technically qualified bidders as per point 12 above will be opened online for evaluation.
- e) The documents submitted by the applicant will be evaluated for eligibility by Competent Authority or a Committee constituted (Bid Evaluation Committee). If required, the works executed by the applicant, who otherwise qualify, may be seen by a Committee or any other authority as decided by Competent Authority. The details submitted by the applicants will be generally evaluated in the following manner:
 - i) The NDMC shall award the contract to the successful evaluated bidder whose bid has been found to be is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
 - ii) The initial criteria of fulfilling the basic eligibility and experience of similar class/nature of works completed and financial turn over etc. as per the given above under eligibility criteria will first be scrutinized and the applicant's eligibility for the work shall be determined.
 - iii) Even though any applicant may satisfy the above requirements, he would be liable to disqualification if he has:
 - Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
 - Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

5.19 TECHNICAL EVALUATION CRITERIA

The applicants qualifying the initial criteria of basic eligibility will be evaluated for following criteria by scoring method on the basis of details furnished by them for Technical Bid qualification:

	Attributes	Evaluation
(a)	Financial strength i. Average annual turnover in last 3 Financial Years.	(Maximum 10 marks) Rs.1.95 Crore : 05 marks Between 2.00 -3.00 Crores: 7 Marks More than 3 Crores : 10 Marks
(b)	Establishment Duration of Firm Period of establishment (counted from the last date of bid submission)	(Maximum 10 Marks) Between 3-5 years : 5 marks Between 5- 7 Years : 7.5 Marks Between 7- 10 Years : 10 Marks
(c)	Experience in similar nature of work in Supply installation of information kiosk /e-service facilitation centres integrated with hardware and software (upload the documents as proof)	(Maximum 20 marks) (i) between 3-5 works successfully completed and commissioned in last 3 financial years each, valuing Rs. 78 lakhs or above: 05 marks (ii) 2 or more successfully completed works of value of Rs 1.17 Crore or above : 05 marks (ii) Atleast One successfully completed works of value of Rs 1.56 Crore or above : 20 marks
(d)	Quality Certification of Lead/ Prime bidder	(Maximum 10 marks) (i) ISO 9001: 2008 will get 5 marks (ii) Any additional ISO certification will get 5 marks
(e)	Concept and design of PODs Structural details, hardware, software details, specification, integration, and past experience, user experience features : Submit a detailed Write-up with sketches pictures and detailed specifications with Presentation to be given before the Bid Evaluation Committee. (i)Concept, Design, Creativity, Architecture use of Materials of the solution including hardware/software (ii)Features of PoD	(Maximum 35 Marks) (i) Max 20 marks (ii) Max 15 Marks
(f)	Staff on payroll	(15 marks)

Availability of Technical Staff on the pay roll of the Firm (please upload the organization details duly certified by the Authorized Signatory of the firm)	Between 35-50 persons: 7 marks More than 50 persons: 15 marks
Total Marks	100

Note:

1. Technical bid evaluation will be done on the scale of 100 Marks/points. The Bidders qualifying Technical Stage with **70%** or more will be considered as technically responsive bid and shall be considered for the opening of Price/Financial bid.
2. The Technical Bid criteria as mentioned in table must be fulfilled and supported by relevant document as indicated in the table above.
3. Technical bid evaluation will be done by a Technical Evaluation Committee (TEC) constituted by NDMC.
4. TEC will go through all the documents submitted by the Bidder to do the technical evaluation. TEC will also be free to do reference checks with the client(s) of the Bidder as per the details provided by the Bidder. In addition, TEC may seek clarifications from the Bidder during the presentation session of the Bidder. The decision of TEC will be final.

5.20 FINANCIAL BID

- a) The Financial Proposal/Price bid shall be submitted online and digitally signed in the formats at **Annexure-1A** (The “Financial Proposal”) clearly indicating the total cost of the Work in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail. All applicable taxes/levies including VAT service tax, surcharge, duties etc. are to be included in the price bid/financial bid quoted by the bidder in the **Annexure-1A**. However the additional information with respect to Bill of material (BoM) with applicable taxes for individual components is also to be provided in **Annexure-1B** along with Financial Bid.
- b) Financial Bid comprising of the Price Schedule to be uploaded on e-Tender Portal Govt. of GNCT Delhi in the prescribed format. **Annexure-1A and Annexure-1B**
- c) The financial bid of the only technically eligible and qualified firm / bidder shall be opened.

- d) The bidders who technically qualifies will only be eligible for financial bid opening. The lowest price bid shall be declared as L1/lowest bid for consideration of Award of Work
- e) While submitting the Financial Proposal, the Bidder shall ensure the following:
- i. All the costs and taxes/levies/charges associated with the Work shall be included in the Financial Bid. The quotes shall be in Indian currency.
 - ii. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - iii. All applicable taxes/levies, duties, surcharges shall be included in the financial quote and calculated as per applicable laws at the time of payment. It is the responsibility of the Bidder to clearly identify all costs associated with any services as per the Tender Document and submit the total cost in the financial bid.
 - iv. The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in **Annexure-IA**. The **Annexure 1B** also is to be submitted along with Financial/Price Bid.
 - v. Prices quoted will be firm for the entire period of Contract.
 - vi. The Price bid should also include incidental charges and any customization charges, if any and no separate charges shall be paid by NDMC other than those quoted in the financial bid.
 - vii. The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the rate mentioned in the words shall be taken as final and binding.
 - viii. The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in Form of Bid, his Tender may be summarily rejected. The bidder shall not make any addition or alteration in the Tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete Tender or Tender not submitted as per instructions is liable to be rejected.
 - ix. The charges quoted shall be net. Nothing extra shall be paid on any account. All the applicable taxes (VAT/Service Tax) shall be included

in the Price Bid.

5.21 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising NDMC in relation to matters arising out of, or concerning the Selection Process. NDMC shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. NDMC may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or NDMC or as may be required by law or in connection with any legal process.

5.22 BIDDER TO INFORM ITSELF

The bidder shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in this Tender.

5.23 CORRECTNESS OF INFORMATION FURNISHED

- a. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- b. If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, NDMC reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/PBG provided up to that stage shall be en-cashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.
- c. Bid submitted by the Bidder shall become the property of the NDMC and the NDMC shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned.
- d. All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Bidder.
- e. Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of NDMC in this respect shall be final and binding.

- f. The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the Contract. It shall also carefully read and understand all its obligations & liabilities given in Tender documents.
- g. NDMC may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- h. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- i. Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of NDMC of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- j. Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.
- k. NDMC shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- l. NDMC will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

5.24 DOCUMENTS TO BE SIGNED AND SUBMITTED BY BIDDERS

- i. The bidders are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, bidder shall stand disqualified for opening of price bid.
- ii. NDMC reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria. If the bid is not accompanied by all the above documents mentioned, the same would be rejected and hence will not be considered for Price bid opening. Undertaking for subsequent submission of any of the documents shall not be entertained.

5.25 Integrity Pact Agreement to be signed and to be uploaded along with the Technical Bids. The format of Integrity Pact Agreement as per **Annexure-III** of the Bid document.

5.26 The bidders shall upload alongwith technical bid the formats given in **Annexure-III, Annexure-IV, Annexure-V - Form 'A' to Form 'G' (without mentioning the Financial/Price Bid)**.

5.27 OTHER IMPORTANT POINTS TO BE NOTED:

- i. In case, the day of bid submission is declared Holiday by Government of India, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- ii. Ambiguous bids will be out rightly rejected.
- iii. NDMC will NOT be responsible for any delay on the part of the vendor in submission of the Tender bids.
- iv. The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.
- v. Conditional Tenders shall NOT be accepted on any ground and shall be rejected straightway.
- vi. When deemed necessary, NDMC may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the Tender submitted or price quoted. This would also not mean that their quote has been accepted.

5.28 No enquiry shall be made by the bidder during the course of evaluation of the Tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of NDMC can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

Chapter-VI

VI- General Terms & Conditions of the Agreement

6.1 AWARD OF WORK

After selection, a Letter of Award (the “LOA”)/Work Order shall be issued, in duplicate, by NDMC to the Selected Bidder and the Selected Bidder shall, within one week (7 days) of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, NDMC may, unless it consents to extension of time for submission thereof, cancel the LOA.

6.2 EXECUTION OF AGREEMENT

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within 15 (T+2), days of the issue of LOA as prescribed in this Tender after furnishing the Performance Guarantee, on a non-judicial stamp paper of Rs. 50/- as per the prescribed format provided by NDMC. Failure to execute the contract is liable to cancellation of the work order. The format of the contract agreement is given at **Annexure-II** of the tender document.

6.3 COMMENCEMENT OF THE WORK

If the selected bidder fails to either sign the Agreement or commence the work as specified herein, the Bid Security/Performance Guarantee of the selected Bidder shall be forfeited and the contract agreement shall be cancelled. However NDMC may grant extension of execution of agreement/commencement of work at its sole discretion, for a period of not more than 30 days from the date of issue of work order but same shall be subject to the imposition of liquidity damages for delay in project execution.

6.4 SCHEDULE OF COMPLETION OF PROJECT

Deliveries of the PoDs/hardware, and software customization/integration of Apps and other services shall be completed by the firm in accordance with the terms specified by NDMC **within 120 days from** the date of from date of issue letter of award (LoA/work order). Any delay in installation & commissioning beyond 120 days shall call for penalty as per Liquidated damages clause. Delay in installation & commissioning beyond 6 months from date of award of work will result in cancellation of award, forfeiture of EMD and encashment of Bank Guarantee without assigning any reason to the firm. The project execution schedule is given at **para 6.44**.

6.5 PROJECT MILESTONE/EXECUTION SCHEDULE

i. The Project Execution Schedule

Sr. No	Activity/Milestone	Completion Time in Weeks
1	Date of issue of Work order/Letter of Intent	T
2	Acceptance of Work Order	T+01
3	Execution of Contract Agreement	T+02
4	Submission of Blue Print for supply, installation , commissioning of PoDs with all hardware and software integration and applications integration	T+04
5	Commissioning of one (01) PoDs with full functionality as per terms and condition of work order	T+08
6	Commissioning of another two (02) PoDs with full functionality as per terms and condition of work order	T+12
7	Commissioning of another two (02) PoDs with full functionality as per terms and condition of work order	T+15
8	Maintenance & Management of staff in place and all 05 (five) PoDs are commissioned and operational	T+16 (120 days)

- ii. Liquidity Damages will be payable by the project firm/selected bidder for delay in achieving each milestone as per the schedule above. As mentioned in Para 6.7 – Liquidity Damages: a sum equivalent to 0.5% (half percent) per week of the quoted price bid amount (contract amount) shall be deducted subject to maximum deduction of 10% of the total contract price (PRICE BID)for each and every week (part of a week being treated as a full week) of delay of milestone achievements.
- iii. If penalty amount exceed beyond 10% of the total contact amount, NDMC reserves the right for termination of the contract, forfeiture of EMD and encashment of Performance Bank Guarantee without assigning any reason to the firm.
- iv. Delay in installation & commissioning beyond 6 months from date of work order will result in cancellation of award, forfeiture of EMD /Performance Guarantee/BG without assigning any reason to the firm.

6.6 INSPECTION AND TESTS

The NDMC shall have the right to inspect and/or test the conformity to the Contract Specification.

Should the system fail to conform to the specification, the Purchaser- NDMC may reject them and the supplier shall either replace the rejected system or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

6.7 STANDARDS

The software/Hardware Device, Physical PoD structure, integrations and all fittings and fixtures and services supplied under this contract shall conform to the standards mentioned in the technical specifications and when no applicable

standard is mentioned to the authoritative standards, such standard shall be latest issued by the concerned authorities

6.8 ACCEPTANCE CRITERIA

- i. NDMC will accept the commissioning and project commissioning only as described above.
- ii. A team comprising of representatives/project in-charge from NDMC and successful bidder will verify satisfactory setup and functionality of Hardware and software installed and connected at the PoD and all accessories and fixtures, touch screens etc. as per the Scope and ToR of the tender document.

iii. NDMC'S RESPONSIBILITY

To provide the space for installation of PoDs at 05 locations along with electricity/water and internet facility for accessing the online services and video conferencing along with APIs/web services for integration of online services.

6.9 MONITORING OF PROJECT IMPLEMENTATION

- i. During the Project implementation, the Project firm shall furnish fortnightly progress reports to the Officer in charge/Nodal Officer of NDMC on the progress of implementation of works related to supply, installation & commissioning of PoDs and application integration. The selected firm should also include planning for procurement of material and reflect the same in the program chart so that there is no delay in completion of the Project as per the project schedule. The fortnightly progress reports shall be submitted not later than 4 (four) days after the close of fortnightly period.
- ii. During the Implementation Period/Annual Maintenance Contract, the Council's Project In-charge or his representative shall inspect the Project once in a fortnight and make a report of such inspection the defects or deficiencies, if any, with particular reference to the Scope of Work and Specifications & Standards and AMC performance standards. It shall send a report within 7 days of such inspection to the Project firm upon receipt thereof, the project firm shall rectify and remedy the defects and the deficiencies, if any, stated in the Inspection Report. However, such inspections or the submission of Inspection Report by Nodal Office of NDMC shall not relieve or absolve the Project firm of its obligations and liabilities, as per the provisions of the Agreement, in any manner whatsoever.
- iii. All equipment/software programs/applications covered under the Project shall be subjected to inspection/testing by Project In-charge or his representative on completion & commissioning; and
- iv. Within 15 (fifteen) days of the date of each Project Milestone as detailed in Execution Schedule, the Project firm shall notify the Council/Nodal officer of such compliance along with necessary particulars thereof.

- v. If the Project firm does not achieve any of the Project Milestones or the Project in-Chief of the Council shall have reasonably determined that the rate of progress of works is such that the Project is not likely to be completed by the Completion Date, it shall notify the Project firm/selected bidder to this effect, and the Project Developer cum Licensee shall, within 15 (fifteen) days of such notice, by a communication inform the Project In-charge, NDMC in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Project Completion Date. However this shall be subject to imposition of liquidity damages/penalty as per the terms and condition of the tender document.

6.10 SERVICE LEVER AGREEMENT (SLA)

SLA for comprehensive Annual Maintenance Contract (AMC) for 3 years period from the date of commissioning of the PoDs: Penalties for unsatisfactory maintenance and operations (services) at 05 PoDs

S. No. (1)	Service Level (2)	Performance Standards at Each PoD (Tolerance Limits) (3)	Penalty to be imposed on breach of Performance Standards (4)
1	Functionality of Hardware, software and overall maintenance of PoD Infrastructure at all PoD on all working days of NDMC	<p>Not more than total of 05 (five) hours of non-functionality/breakdown of hardware, software and non resolution of complaint regarding maintenance at each PoDs in a month . The project firm / selected bidder has to maintain this performance standard (Approx 97 %) during the contract period.</p> <p>The period of operation of PoD shall be considered for the time period of 09AM to 05 PM on all working days of NDMC.</p>	<p>Each instance of non-functionality/non-availability or breakdown and non-resolution of complaints / regarding maintenance beyond the permissible limits mentioned in column 3 shall attract following penalties:</p> <p>i. Upto 1 hours breakdown or non-resolution of complaints instances on any day shall attract penalty of Rs. 500/- per day.</p> <p>ii. Upto 2 hours breakdown or non-resolution of complaints instances on any day shall attract penalty of Rs. 1000/- per day.</p>

			<p>ii. Upto 3 hours breakdown or non-resolution of complaints instances on any day at any PoD shall attract penalty of Rs. 1500/- per day.</p> <p>iv. More than 3 hours per day breakdown or non-resolution of complaints instances at any PoD shall attract penalty of Rs. 2500/-per day</p> <p>v. More than 3 hours breakdown and non-resolution of complaints instances at any PoD for 03 consecutive days will attract penalty of Rs. 5,000/- per day</p> <p>vi. Breakdown of services/non-resolution of complaint at any PoD for more than 3 hours for more than 04 consecutive days at any PoD shall attract penalty of Rs. 10,000/- per day</p> <p>vii. Breakdown of services/non-resolution of complaint at any PoD for more than 3 hours for period of more than 5 consecutive days or more at any PoD shall attract penalty of Rs. 15,000/- per day.</p>
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Note: Total breakdown time penalty at all 05 PoDs if exceeds more than Rs. 2 Lakh per month for 3 consecutive months period than NDMC may terminate the

AMC Contract and shall forfeit the BG/Performance Guarantee of the selected bidder.

The project firm shall keep a computerized online time logs of complaints received of breakdown/maintenance and their resolution.

6.11 Liquidated Damages

If the bidder/supplier fails to deliver any or all the services or perform the services within the time period specified in the contract or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed, the Purchaser/NDMC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% (half) percent per week of the quoted price bid amount (contract amount) for each and every week (part of a week being treated as a full week) of delay until actual achievement of milestone, upto a maximum deduction of 10% (Ten percent) of the total contract price.

If penalty amount exceed beyond 10% of the total contact amount, NDMC reserves the right for termination of the contract, forfeiture of EMD and encashment of Performance Bank Guarantee without assigning any reason to the firm.

6.12 Transportation

The Bidder/Supplier shall be required to meet all transport and storage expenses until delivery, installation/ implementation and during currency of the contract at NDMC sites in Delhi.

6.13 Proprietary Rights

The Bidder/Supplier shall indemnify the Purchaser (NDMC) against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights and other intellectual property rights, material piracy arising from use of the goods or any part thereof in the Purchaser's country.

6.14 Use of Contract Document and Information

The Bidder/Supplier shall not, without the Purchaser's /NDMC prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract.

6.15 Warranty and Comprehensive Maintenance

The vendor will be responsible for 12 (Twelve) months warranty Comprehensive Maintenance from the date commissioning and operationalization of the PoDs and further comprehensive Maintenance for next two years. The firm should have satisfactory arrangements to receive complaints. Entire applications/ modules, structures supplied shall be with comprehensive onsite technical support services for day to day operations during warranty phase) from the date

of Go Live for module. It will also include removal of software bugs, software maintenance and proper working of total solution.

- a) The firm will be responsible for all Major/ minor version upgrades and support by OEM (if applicable) at the quoted rates in the price schedule for a period of 12 (Twelve) months from the date of Commissioning of the project that includes the hardware/ software components and during the next 2 (two) years of Comprehensive Maintenance.
- b) All Changes/Configuration/Customization on existing system have to be incorporated by the firm at the quoted rates in the price schedule (without any additional cost) during warranty period.
- c) All the requirements, which are already mentioned in the technical specifications of NIT, will be incorporated without any additional cost during warranty period of each module.
- d) The onsite Technical support has to be made available unconditionally for a period of 12 (Twelve) months from the date commissioning of the project and further during the next 2 (two) years of Comprehensive Maintenance.

6.16 Merger & Acquisition of the Vendor with another Company

In the event the Vendor's company of the concerned division of the company is taken over/ bought over by another company, all obligations and execution responsibilities under the agreement with NDMC, shall be passed on for compliance by the new company in the negotiation for their transfer.

6.17 Assignment

The supplier shall not assign, in whole or in part its obligations to perform under this contract, except with the Purchaser's prior written consent.

6.18 Amendments

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

6.19 Payment Terms

The firm will be legally bound to execute the work order after its acceptance within the specified period as stipulated in work order/terms and condition of this tender document. In case firm fails to execute the order either in full or in part within the stipulated period, the NDMC reserves the right to forfeit the Earnest Money / Security Deposit / Bank Guarantee deposited by the firm.

The standard payment terms, subject to recoveries, if any, under the Liquidated Damages clause and/or any Clause in the Tender terms and conditions. Payment may be released as per schedule given as under: -

- i. No advance payment shall be released by NDMC
- ii. 90% of the Contract Amount (Price Bid) shall be released within 15 days of successful commissioning of all the 05 Remote Information Kiosk/Expert Solution: PoDs subject to fulfilment of all time lines and realization of any liquidity damages.

- iii. The remaining 10% remaining Contract Amount (price bid) shall be released within 30 days after the expiry of warranty period or it can be released after the successful commissioning of the project against an equivalent amount of Bank Guarantee.
- iv. Quarterly payment for extended Annual Comprehensive Maintenance Contract after the expiry of one year of comprehensive warranty period from the date of commissioning of all PoDs
- v. Quarterly AMC payment shall be as per the Service Level Agreement mentioned at **para 6.48**.
- vi. AMC payment shall be as per the rate mentioned in the quoted price bid which includes all taxes and levies.

6.20 Cancellation of Contract

The NDMC reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the NDMC on the following circumstances:

- i) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- ii) The bidder goes into liquidation voluntarily or otherwise
- iii) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- iv) If deductions on account of liquidated Damages exceeds more than 10% of the total contract price/breach of SLA standards.
- v) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the NDMC reserves the right to get the balance contract executed by another party by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the NDMC may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- vi) NDMC reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- vii) The Performance Bank Guarantee will be returned to the contractor without any interest on performance and completion of the on fulfilment of warranty obligations for the complete terms of the contract.

6.21 Termination for Default

The Purchaser may without prejudice to any other remedy for breach of contract, by written notice of at least 7 (Seven) day's period for default sent to the selected bidder, terminate the contract in whole or in part:

If the selected Bidder fails to deliver any or all of the Goods within the time period(s) specified in the contract.

Or

If the selected Bidder fails to perform any other obligation(s) under the contract.

6.22 Termination for Insolvency

The Purchaser may at any time terminate the contract by giving written notice of 30 days to the bidder, without compensation to the bidder, if the bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right to action or remedy which has accrued or will accrue thereafter to the purchaser.

6.23 Performance/Bid Security Deposit/PBG

Performance Security/ Performance Bank Guarantee (PBG) towards Security:

- a) Within 15 days of receipt of the Letter of Award from NDMC but before the execution of the agreement, the successful Bidder shall furnish Performance Security initially to NDMC for an amount of 10% of the total Contract Price (Financial/Price Bid) valid up to two months after the expiry of its project duration. There after PBG shall be renewed, if required by NDMC for further renewed period of project duration.
- b) Performance security shall be forfeited by NDMC in the event of Successful Bidder's failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Liquidated damages which NDMC may recover.
- c) The Performance Security shall be denominated in Indian Rupees and shall be as per Format in **Annexure-IV**.
- d) The Performance Bank Guarantee will be returned to the selected bidder without any interest on satisfactory performance and completion of the contract obligations and on fulfilment of warranty obligations for the complete terms of the contract within two months of the expiry of the contract.
- e) The performance security can be in the form of Bank draft/ Demand Draft/ Banker's Cheque/ Fixed Deposit Receipt drawn in favour of the Secretary, NDMC or Bank Guarantee valid up to 6 (Six) months from the expiry of the date of agreement period subject to realization of Liquidity Damages.

6.24 Prices to be Firm

Price mentioned in the Letter of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Bidder.

6.25 Force Majeure

- a) Notwithstanding the provisions of Tender, the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by NDMC and its decision shall be final and binding on the Successful Bidder and all other concerned.
- c) In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligation force majeure period. In the event that such force majeure extends beyond six months, NDMC has the right to terminate the contract in which case, the PBG shall be refunded to him.
- d) If a force majeure situation arises, the successful bidder shall notify NDMC in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify NDMC not later than 3 days of cessation of force majeure conditions. After examining the cases, NDMC shall decide and grant suitable additional time for the completion of the Work, if required s during the force majeure period. In the event that such force majeure extends beyond six months, NDMC has the right to terminate the contract in which case, the PBG shall be refunded to him.
- e) If a force majeure situation arises, the successful bidder shall notify NDMC in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify NDMC not later than 3 days of cessation of force majeure conditions. After examining the cases, NDMC shall decide and grant suitable additional time for the completion of the Work, if required.

6.26 Waiver

Failure or delay on the part of the Supplier or NDMC to exercise right or power hereunder shall not operate as a waiver thereof.

6.27 Governing Law

This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have jurisdiction in this regard.

6.28 Risk & Costs

If the bidder backtracks to carry out any/all services under scope of work then NDCM has the right to award the same work on his risk & cost to one of the bidders participating in the bids or from open market. It will also result in cancellation of award, forfeiture of EMD and encashment of Performance Bank Guarantee without assigning any reason to the firm.

6.29 No Unauthorized Code

The supplier shall not supply or install any software that the purchaser is not licensed to use, unless the product is activated by a required license key (if required). The supplier shall also certify that all their products and updates as supplied to the purchaser shall be free from viruses, worms, Trojans, spy-ware etc.

6.30 Copyright

All rights including the Intellectual property rights subsisting in any material including to any tools, utilities or methodologies belonging to the Supplier and used to perform the obligations under this Agreement and any additional or new inventions made in the course of performance of services hereunder by the Supplier shall remain vested with the NDCM.

6.31 Sub-Letting of Contract

The contractor shall not sublet, transfer or assign the contract or any part thereof (except the procurement of licences, hardware, software, physical infrastructure material from the OEM/Vendors) without the written permission of the NDCM, in the event of the contractor contravening this condition, the NDCM, shall be entitled to place the contract elsewhere on the contractor's account and at his risk and the contractor shall be liable for any losses or damage which the contractor may sustain in consequence or arising out of such replacing the contract. 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. Except for the following:

- i. Cabling and fixtures work, and all civil work during implementation
- ii. Maintenance Management Staff
- iii. Limited sub-contracting is allowed for outdoor activities such as cable laying, camera installation/equipment installation, network provisioning, mechanical and civil work as required in the project.
- iv. Bidder need to mention details of any sub- contracting proposed in the bid along with name of sub-contractor and activity assigned.

However, even if the work is sub-contracted / outsourced, the sole responsibility of the work shall lie with the lead bidder. The lead bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor.

6.32 Dispute Resolution and Arbitration:

6.32.1 Settlement of Disputes

- a) The Successful Bidder is obliged to work closely with NDMC, act within its own authority and abide by directives issued by NDMC. The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free NDMC from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold NDMC responsible or obligated.
- b) The Successful Bidder will treat as confidential all data and information about NDMC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of NDMC.
- c) In case of dispute if any, between NDMC and Successful Bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.
- d) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Chairman NDMC or his nominee whose decision shall be final and binding on both the parties to this contract.
- e) The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.
- f) The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- g) Not with standing any dispute between the parties Successful Bidder shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.
- h) The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.

- i) If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in Contract Condition and a substitute shall be appointed in the same manner as the original arbitrator.
 - j) Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996 or as per the latest enactment. The venue or arbitration shall be New Delhi.
 - k) Not with standing any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.
- (a) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.
- (b) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the firm shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

6.32.2 Jurisdiction of Court:

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.
Successful Bidder's Obligations:

6.32.3 Indemnification & Transfer of Legal Ownership

Successful bidder shall indemnify NDMC for any software Patent/IPR related issue and it is the responsibility of successful bidder to transfer the legal ownership or patent rights/IPR to NDMC on completion of assigned Work.

6.33 Limitation of Liability

The aggregate liability of the Successful Bidder to NDMC, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value.

6.34 Governing Language

The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall

be written in the same language.

6.35 Taxes and Duties

Except as otherwise specifically provided in the Contract, the Successful Bidder shall bear & pay all taxes, duties, levies and charges including service tax if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Bidder's account and no separate claim in this regard will be entertained by NDMC. All taxes shall be deducted by NDMC at the time of payment to the firm.

6.36 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.

6.37 Counterparts

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

6.38 Rights & Remedies under the Contract only for the Parties

This contract is not intended & shall not be construed to confer on any person other than NDMC & Successful Bidder hereto, any rights and / or remedies herein.

6.39 Successful Bidder Liability

Successful Bidder hereby accepts full responsibility and indemnifies NDMC and shall hold NDMC harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contactors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify NDMC and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Letter of Award.

6.40 Indemnity Damages and Insurance

The bidder shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act

or commission of the said bidder, his agents or employees in the execution of the work. An indemnity bond to this effect will be submitted by the bidder before start of work.

6.41 INTELLECTUAL PROPERTY RIGHTS

The entire software if developed under this contract shall be property item of NDCM and it will not under any circumstance be commercially distributed or exploited by the Successful Bidder in direct or modified form.

6.42 COMPLIANCE WITH LABOUR LAWS

The Concessionaire shall abide by and comply with all the Applicable Laws and statutory requirements, including Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc.

6.43. INTERPRETATION OF THE CLAUSES

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

6.44 TAXES AND DUTIES

Except as otherwise specifically provided in the Contract, the Successful Bidder shall bear & pay all taxes, duties, levies and charges including service tax if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Bidder's account and no separate claim in this regard will be entertained by NDCM.

6.45 INTERPRETATION OF THE CLAUSES

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

6.46 PROPRIETARY RIGHT

The Bidder/Supplier shall indemnify the Purchaser/ NDCM against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights and other intellectual property rights, material piracy arising from use of the goods or any part thereof in the Purchaser's country.

6.47 INTEGRITY PACT

The successful bidder shall enter into an Integrity Pact Agreement as per CVC guidelines as per the **Annexure-III**.

ANNEXURE-I-A**Indicative Performa for Price Schedule****(To be filled online on e-Tendering Portal)****PRICE SCHEDULE****Financial/Price Bid Format To be (Submitted through online only)**

S. No	Items	Qty./ Years	Unit Rate (in Rs.)	Total Amount (in Rs.)
1.	Supply, Installation & Commissioning of Remote Information Kiosks- Points of Delivery (PoDs) along with Integrated Hardware and Software with One Year Comprehensive Maintenance and Warranty for all the Supplied Hardware and Software and PoDs at Five (05) Locations in NDCM Area	5 Nos.		
2.	Extended Annual Comprehensive Maintenance Contract (AMC) rate per year for next 2 (two) years after the expiry of one year comprehensive warranty period i.e. after twelve (12) months from the date of commissioning of the PoDs project.	2 years		
Total Amount including applicable Taxes/Service Taxes/levies				

Name and Signature of the Authorised Signatory of the Firm**Date:****Place:****NOTE:**

- The bid has to be submitted online as per the format above. However applicable taxes included in the financial/ Price bid and costing of PoD as quoted in the financial bid in **Annexure-I**, has to be described separately in the **Annexure-1B** to be loaded along with this Price Bid. **(Annexure-1B not to be included and mentioned in the Technical Bid)***
- The Price Bid for Items at Sr. No. 1 and 2 combined shall be considered for declaration of Lowest Bidder (L-1) for consideration of Award of Work.*

ANNEXURE-I-B**Additional Details to be given along with Financial/Price Bid**

Minimum Bill of Material (Financial bid format) – Bidder to consider this BOM as minimum and indicative, bidder should propose the components as required for successful commissioning of the PoDs with integrated hardware and software and other infrastructural materials considering the workability of overall solution

Item Category	Item Description	UOM	Qty.	Unit Price	Net Price
Citizen POD side	Metal POD with all accessories (Printer, Scanner, Document camera etc.) as per specification	No.	5		
	50" to 52" (inches) interactive touch screen Full HD LED screen for one side on the POD walls	No.	5		
	Roof mounted Max 300W Solar panel	No.	5		
	Interactive client for inside the POD	No.	5		
	Interactive Client for Side wall Kiosk Screens	No.	10		
	24" Touch screen as per the specification	No.	5		
	Video Conferencing device as per specification	No.	5		
Datacentre side	Application servers as per specification	No.	4		
Remote expert Side	Video conferencing device as per specification	No.	5		
Video Camera	Video Camera Devices as per the specification	No.	5		
Document Scanner	Document Scanner as per the specification	No.	5		
Printer	Printer as per the specification	No.	5		
Integration Cost	Implementation and application integration cost as per the list of application mentioned in clause 4.1.7 Integration cost per application for future requirement of NDMC (Sample future application can be Parking, Healthcare, Water 7 Energy bill payment etc.)				
Annual Maintenance Contract	Extended Annual comprehensive maintenance contract rate per year for next 2 (two) years after the expiry of one year i.e. after 12 (Twelve) months from the date of commissioning of the PoDs project.				

Applicable Taxes	Description of Taxes:				
	a) VAT				
	b) Service Tax				
	c) Other Tax				

Name and Signature of the Authorised Signatory of the Firm

Date:

Place:

ANNEXURE-II

CONTRACT AGREEMENT

This Agreement is made on this between M/s **Firm name.....** having its registered office at **Address of the Firm** through its **Designation with name.....**, (hereinafter called the Supplier which expression shall mean and include its successor, assignees and nominees) of the one part and New Delhi Municipal Council(NDMC) , Palika Kendra, Sansad Marg, New Delhi through its Director (IT) Shri(hereinafter called the Council) of the other part.

Whereas the Council under consideration of the offer made for made pursuant to the NIT No..... agreed to allow the Supplier Firm to execute the work/supply W.O. **Name of work Supply, Installation & Commissioning of Remote Information Kiosks-Points of Delivery (PoDs) along with Integrated Hardware and Software with One Year Comprehensive Maintenance and warranty for all the Supplied Hardware and Software and PoDs at Five (05) Locations in NDMC Area and provide 02 (two) years extended annual comprehensive maintenance after expiry of one year comprehensive warranty period** vide work/supply order no. **Work order no. with date.....** as per the terms and condition of the bid document.

Whereas each of the documents mentioned herein has been signed by and on behalf of the parties hereto called for purposes of identification and shall be treated as part of this agreement. Now it is hereby agreed by and between the parties as follows:

1. The Supplier Firm (The successful bidder who has been issued the letter of Award (LoA dated.....)) shall upon and conditions shown in the NIT/NIB and the work/supply order and any other correspondence exchanged between the parties, annexed here to and which form part of this agreement, execute and complete the work/supply the material so shown and described in the above said documents
2. The Supplier shall deposit a Cash Security/Bank Guarantee equal to 10% of the approximate value of the work/supply ordered. The earnest money deposited shall be adjusted towards security money.
3. That the goods which shall be confirming with the quality and specifications given in the work/supply order and sample shown to, shall be delivered to the officer In-charge, IT Department, NDMC, New Delhi free of charge.
4. That the goods shall be delivered strictly within the period specified in the work/supply order/Tender and the time is the essence of the contract. If the supplier fails to deliver the stores or any instalment thereof within the period fixed for such deliveries, the Council shall have the right to arrange the supply from elsewhere in the risk and cost of the supplier. However, in cases of genuine difficulty, extension of time may be allowed by the Council shall recover from the Supplier as liquidated damages and not by way of penalty a sum equivalent to half percent (0.5 %) of the price of any store which the supplier fails to deliver within the specified **Delivery Period (as per work order)/Tender T&C**of the expiry of the prescribed delivery period of the undelivered goods for every 07 seven days or part thereof. The liquidated damages in any case will not exceed 10% of the contract price or undelivered portion of supply

5. That in case the goods ordered do not conform with the quality and specifications given in the work/supply order and not delivered within the stipulated period, Director (IT), NDMC shall have the right to reject all or any part of the goods so offered and whose decision in this respect shall be final and binding. The rejected goods shall be taken back by the supplier firm at their cost. In case, the supplier firm does not remove the rejected goods then the Council under no circumstances will be responsible for their loss, deterioration or destruction.
6. That in case the Supplier is not willing to execute the order or breaches any terms and conditions of the contract/agreement, Council may not only forfeit part or whole of security deposited, but shall have the option to purchase the same from another source/supplier and recover the difference in the price actually paid and that payable to the Tenderer / quotationer firm. That in the event of any dispute arising between the parties, the same shall be referred to the sole arbitration of the Chairperson, NDMC or any officer appointed by him or her in this behalf, whose decision shall be final and binding on the parties. In witness whereof the parties have hereinto set and subscribed the hands and seals on the date, month and year first above written.
7. The Terms and conditions of the Bid/Tender documents have been agreed upon by both the parties and signed and added to this agreement.

For and on behalf of Council
Director (IT)

Witness: For and on behalf of Tenderer / Quotation Firm

- 1.
- 2.

Signature and Capacity with Seal

ANNEXURE-III

INTEGRITY PACT AGREEMENT

As per CVC guidelines every bidder has to submit the attached signed integrity pact format with technical bid, without signed integrity pact the bid will be rejected. This signed format would be part of agreement and successful bidder will be bound to sign the integrity pact agreement again in Rs. 100/- non judicial stamp paper. (As per given annexure 'A')

PRE-CONTRACT INTEGRITY PACT Annexure 'A' General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20...., between on one hand the New Delhi Municipal Council (hereinafter called 'the council') the First Part and M/s _____ represented by Shri _____ (hereinafter called the Bidder(s)/Contractor(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the council proposes to procure (Name of work the Store/ Equipment/Item) through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

Whereas the Bidder(s)/Contractor(s) is a private company/public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the council is the municipal government of New Delhi established as per NDMC act 1994 performing its functions on behalf of the Council.

Now, therefore,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: Enabling the council to procure the desired said work/ Services/ Stores / Equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during Tendering, execution & public procurement,

and

Enabling Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the council will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the Council

- 1.1 The council undertakes that no official of the council, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The council will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor (s).
- 1.3 All the officials of the council will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

2. Commitments of Bidder(s)/Contractor(s)

- 2.1 The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the council, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward,

favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the council or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.

- 2.4 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.
- 2.5 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.

3. Deleted

- 3.1 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.
- 3.2 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.
- 3.3 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.
- 3.4 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the council as part business relationship regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.5 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly

or through any other manner without supporting it with full and verifiable facts, either to council or to IEMs so appointed by NDMC.

- 3.6 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.7 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/ Contractor(s) or any person acting on behalf of the Bidder(s)/ Contractor(s), either directly or indirectly, is a relative of any of the officers of the council, or alternatively, if any relative of an officer of the council has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/ Contractor(s) at the time of filing of Tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.8 The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the council.

4. Previous Transgression

- 4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the Tender process.
- 4.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s) shall entitle the Principal/ Owner to take all or any one of the following actions, wherever required: -
- 5.2 To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the council, along with interest.
- 5.3 To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the council resulting from such cancellation/ rescission and the council shall be entitled to deduct the amount so payable form the money(s) due to the

Bidder(s)/Contractor(s).

- 5.4 To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However, if the bidder takes corrective measures against transgressions, subject to satisfaction of council & IEMs, the period of debar can be reviewed.
- 5.5 To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- 5.6 In case where irrevocable Letter of Credit have been received in respect of any contract signed by the council with the Bidder(s)/Contractor(s), the same shall not be opened.
- 5.7 Forfeiture of Performance Bond/Guarantee in case of a decision by the council to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.8 The council will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.9 The decision of the council to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the
 - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
 - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the council shall not be required to assign any reason therefore.
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
 - iv. To recover all sums already paid by the council, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the council in connection with any other

contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Chairman, NDMC for further action after providing an opportunity and hearing to the affected parties.

6. Independent External Monitors

- 6.1 The Council has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.
- 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.
- 6.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.
- 6.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the council including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) confidentiality.
- 6.7 The council will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.
- 6.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the

Council/Bidder(s)/Contractor(s) and, should the occasion arise, submit proposals for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

7. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the council or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination

8. Other Legal Actions

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the council.

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9. Validity

9.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

9.2 Should one or several provision of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

The parties hereby sign this Integrity Pact at _____ on _____

Council

Bidder(s)/Contractor(s)

Chief Executive Officer

Name of the Officer,

Designation

New Delhi Municipal Council

Witness

Witness

1. _____

1. _____

2. _____

2. _____

*Provisions of these clauses would need to be amended / deleted in line with the policy of the Council in regard to involvement of Indian agents of foreign suppliers.

ANNEXURE-IV

BANK GUARANTEE FORMAT
(On Rs. 100/- non- judicial stamp paper)

1. In consideration of the New Delhi Municipal Council(NDMC) Palika Kendra, Sansad Marg, New Delhi – 110001, (hereinafter called ‘the council’) having agreed to exempt **M/s Firm name with address** (hereinafter called the said ‘Contractor(s)’) from the demand, under the terms and conditions of work order No. _____ Dated _____ made between New Delhi Municipal Council **and M/s Firm name** for the **Name of work** (hereinafter called ‘the said Agreement’) of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as ‘the bank’) at the request of **M/s Firm name**, Contractor(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by Council.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Council stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ Only).
3. We undertake to pay to the Council any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Council under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee after six months of successful commissioning of the project, or till 2 years (24 months) from the date of submission of bid whichever is earlier.
5. We, Bank name with address, further agree with the Council that the Council shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Contractor(s) from time to time or to postpone for

any time or from time to time ant of the powers exercisable by the Council against the said Contractor(s) / Suppliers and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) / Suppliers or for any forbearance, act or omission on the part of the Council or any indulgence be the Council to the said Contractor(s) / Suppliers or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s).
7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the Council in writing.
8. This Guarantee shall be valid up to _____ unless extended on demand to be made by the Council. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ Only) and unless a claim in writing is lodged with us with in six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.

Dated the _____ day of _____ 20__

For _____

(Indicate name of Bank)

Annexure-V: FORM 'A'**FINANCIAL PROFILE INFORMATION**

I. Financial Analysis: - Details to be furnished duly supported by figures in balance sheet / profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Year	Gross Annual turnover on Consultancy	Profit / Loss
2013-14		
2014-15		
2015-16		

3. Describe the financial arrangements for carrying out the proposed work.....

4. Solvency Certificate from Bankers of the applicant in the prescribed Form 'B'.

Signature of Chartered Accountant with seal
Signature of Applicant(s).

Signature & Seal of Bidder

Annexure-V: FORM 'B'

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s./Sh.

..... having marginally noted address, a customer of our bank are / is respectable and can be treated as good for any engagement up to a limit of Rs. (Rupees)

..... only).

This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature) for the Bank

Note: -

Banker's certificates should be on letter head of the Bank, sealed in cover addressed to Tendering authority.

In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

Signature & Seal of Bidder

Annexure-V: FORM 'C'

ORGANISATION STRUCTURE OF THE FIRM

1. Name & address of the applicant
2. Telephone no. / Telex no. / Fax no.
3. Legal status of the applicant (attach copies of original document defining the legal status)
 - (a) A firm in partnership
 - (b) A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy) Organization / Place of Registration No.
 - 1.
 - 2.
 - 3.
5. Names and titles of Directors & Officers with designation to be concerned with this work.
6. Has the firm, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
7. Has the applicant, or any constituent partner in case of partnership firm, ever been debarred / black listed for Tendering in any organization at any time? If so, give details.
8. Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
9. Any other information considered necessary but not included above.

Signature of Applicant(s)/Authorised Signatory

Date:

Place:

Annexure-V: FORM 'D'

**Financial/Price Bid Submission Sheet
(On bidder's letter head)**

(Please note that no financial bid should be disclosed while filling this form)

**To
Director (IT)
New Delhi Municipal Council
Palika Kendra, Sansad Marg
New Delhi-110001**

SUBJECT: Supply, Installation, Commissioning of Remote Information Kiosks: Points of Delivery (PoDs) along with integrated hardware and software with one year (12 Months) warranty and comprehensive maintenance after successful commissioning for all the supplied hardware and software and PoDs at five (5) locations in NDMC area **AND** Extended annual comprehensive maintenance contract rate per year for next 2 (two) years after the expiry of one year i.e. 12 (Twelve) months from the date of commissioning of the PoDs project.

We, the undersigned, declare that:

1. We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We hereby confirm that I / We have bid for **all items** mentioned in the Bill of Material (BOM) / Bill of Quantity (BOQ).
3. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.
4. I / We undertake, if our bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the schedule of Requirements.
5. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.
6. I / We agree to abide by this bid for a period of days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
7. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
8. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
9. I/ We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
10. We understand that you are not bound to accept the lowest or any bid you may receive.

11. We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Signature & Seal of Bidder/Authorised Representative

Name

Date:

Place:

Annexure-V: FORM 'E'

**Undertaking On Authenticity of Items
(On Non-Judicial Stamp Paper of Rs. 100/-)**

**To
Director (IT)
New Delhi Municipal Council
Palika Kendra Sansad Marg
New Delhi-110001**

Reference: Tender No.: _____ Dated: _____

This has reference to the items being supplied/ quoted to you vide our bid ref. no. _____ dated _____. We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed software, we undertake that the same shall be supplied along with the authorized license code. Also, that it shall be sourced from the authorized source for use in India.

If this undertaking is found to be incorrect, we at the time of delivery or during installation, for the equipment already billed, agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our BSD/ SD/ PSD for this bid and/ or debar/ black list us or take suitable action against us.

Name:	
Address:	
In the capacity of:	
Signed:	
Date:	
Place:	
Seal of the Organization:	

Annexure-V: FORM 'F'**Self-Declaration – No Blacklisting/Clean Track Record
(On bidder's letter head)**

**To
Director (IT)
New Delhi Municipal Council
Palika Kendra, Sansad Marg
New Delhi-110001**

In response to the Tender Ref. No. _____ dated _____ for {Project Title} _____, as an Owner/Partner/Director of _____, I/ We hereby declare that presently our Company/ firm _____ or any of our group or associate companies, at the time of bidding, is having unblemished record and is not declared ineligible or has been issued letter for blacklisting for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT or the Procuring Entity.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name:	
Address:	
In the capacity of:	
Signed:	
Date:	
Place:	
Seal of the Organization:	

Annexure-V: FORM 'G'

Authorization Letter

(Representative AUTHORIZATION Letter on the Letterhead of the Bidder)

Date :..... Ref

.....

To,

<< Name of authority>>

<< Department>>

<<Address>

Ms./Mr.....is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with Tender reference No She/ He is also authorized to attend meetings and submit technical and financial bid (Online) information as required by NEW DELHI MUNICIPAL COUNCIL for processing of bid. Ms. /Mr. is hereby authorized to make technical presentation on behalf of the company.

(Proof of above two persons as employee of the company to be enclosed)

Thanking you,

Representative Signature

.....

Authorized Signatory

.....

.....

Signature attested

Technical Bid Evaluation Checklist

Part – A:

Authorization / Undertaking / Declarations

Specific Requirements	Page No. (to be filled by bidder)
The Bidder should deposit, Bid Security (EMD) along with the Technical bid.	
Tender Form	
Bidder's Authorization Certificate	
Self-Declaration – No Blacklisting	
Undertaking on Authenticity of Items	
Technical Bid Submission Sheet	
All forms and Annexure with Technical Bid except the Financial/Price Bid Annexure-1A and Annexure-1B which are not to be submitted with the Technical Bid.	

Part – B:

Eligibility Criteria

S. No.	Basic Requirement	Documents Required	Page No. (to be filled by bidder)
1.	General Requirement	Work Orders / Client Certificates confirming year and area of activity should be enclosed.	
2.	Bidder Entity	Copy of the consortium agreement in case of consortium, clearly specifying the role and area of specialization of the individual parties of consortium, duly signed by Consortium parties on Rs. 100 non-judicial stamp paper should be enclosed.	
3.	Tax Registration	Copies of relevant(s) Certificates of Registration.	
4.	Technical Specifications of BOQ items	The Bidder should enclose relevant catalogues, brochures etc. in support of all the items quoted in the bid.	
