

**NOTICE INVITING BID**

**TENDER No.:2358/DIR (IT)/2016**

**DATED: -30/12/2016**

**DESIGN, DEVELOPMENT, CUSTOMIZATION, CONFIGURATION, CLOUD HOSTING & MAINTENANCE OF MOBILE APP SOLUTION FOR MONITORING OF NDMC CIVIC SERVICES, PUBLIC GRIEVANCE REDRESSAL AND INTEGRATION WITH EXISTING NDMC CALL CENTRE AND CRM ON MONTHLY LICENSE FEE BASIS (SOFTWARE AS A SERVICE (SAAS)) FOR A PERIOD OF FIVE (05) YEARS.**



**NEW DELHI MUNICIPAL COUNCIL**

**(NDMC)**

**ISSUED BY:**

**THE DIRECTOR (IT)**

**INFORMATION TECHNOLOGY DEPARTMENT**

**NDMC: PALIKA KENDRA, NEW DELHI**

**Ph: 41501383(D), 41501353 - 60 Ext. 2701**

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## DISCLAIMER

1. Though adequate care has been taken while preparing the RFP 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 tender whether subsequently provided to the bidders, ("**Bidder/s**") verbally or in documentary form by New Delhi Municipal Council (henceforth referred to as "**NDMC**" in this document) is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.
3. New Delhi Municipal Council (NDMC) reserves the right to modify, amend or supplement this Tender Document.
4. While this RFP Document has been prepared in good faith, neither NDMC nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender Document, even if any loss or damage is caused by any act or omission on their part.
5. The issue of this RFP document does not imply that NDMC is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) and NDMC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

6. 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.
7. This RFP 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.
8. This RFP 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 RFP 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.
9. The NDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
10. 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 RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

11. 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.
12. 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.

Place: New Delhi

Date:

## CHAPTER -I

### **1- TENDER/BID INVITING NOTICE**

- 1.1 The Director (IT), New Delhi Municipal Council (NDMC), Palika Kendra, New Delhi, invites on behalf of NDMC, **online tenders** in two bid system, from eligible, reputed software/mobile app developer firms , with sound technical and financial capabilities for **Design, Development, Customization, Configuration, Cloud Hosting & Maintenance of Mobile App Solution for Monitoring of NDMC Civic Services, Public Grievance Redressal and Integration with existing NDMC Call Center CRM on Monthly License Fee basis based on Software as a Service (SAAS) for a period of Five (05) years.**
- 1.2 The details of the work are given under the scope of work in the tender document.
- 1.3 The intent of this Tender is to invite proposals from the agencies/Firms/Companies (also referred to as bidders) to enable the NDMC select a Service provider for Cloud based Solution & Mobile Application based on SaaS ( Software as a Services ).
- 1.4 The bidder may submit the duly filled up tender documents online **on or before prescribed date and time mentioned in the Tender Schedule** and the same may be opened at as per the scheduled time on the same day in presence of the representatives of the bidding firms who may desire to attend the proceedings in the **Office of Director (IT) at 7<sup>th</sup> Floor, IT department, NDMC, Palika Kendra, Parliament Street, New Delhi-110001.**

#### **1.5 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 Tender.

#### **1.6 DOWNLOADING TENDER DOCUMENTS**

Tender document can be downloaded free of cost from the Website of [www.ndmc.gov.in](http://www.ndmc.gov.in) and <https://govtprocurement.delhi.gov.in> up to the scheduled date and time.

#### 1.7. EARNEST MONEY DEPOSIT (EMD)

1.7.1 An EMD of **Rs. 1 Lakhs (Rs One Lakhs)** to be deposited in the form of Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of **"Secretary NDMC" Payable at New Delhi**, of a schedule bank 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.

1.7.2 **It is also mandatory to deposit the physical copy of the EMD to be submitted in the NDMC as per the address given below:**

**Office of the Director, IT, NDMC  
7<sup>th</sup> Floor, New Delhi Municipal Council  
Palika Kendra, New Delhi – 110001  
Phone: 011-41501383  
Email: [director.it@ndmc.gov.in](mailto:director.it@ndmc.gov.in)**

1.7.3 The EMD is refundable not later than 60 (sixty) days from the Tender Due Date (last date of bid submission), except in the case of the Selected Bidder whose 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 Tender Due Date (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.

1.7.4 The EMD of the unsuccessful bidders shall be returned to them after issue of LOA to the successful bidder. 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.

1.7.5 The Bid security will be forfeited at the discretion of NDMC on account of one or more of the following reasons:

- a. The Bidder withdraws its Proposal/bid during the period of proposal validity.
- b. Bidder does not respond to requests for clarification of its proposal.
- c. In case of a successful Bidder, the said Bidder fails-to sign the Agreement in time.
- d. 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.

## **1.8 PERFORMANCE SECURITY/GUARANTEE**

- 1.8.1 The Performance Security/ Bank Guarantee (BG) will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Secretary, NDMC in the format appended to the tender at **ANNEXURE-IV**
- 1.8.2 The Performance Security/ Guarantee shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract (tendered/bid amount).
- 1.8.3 All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder.
- 1.8.4 The BG shall be valid for a period of 66 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. The BG shall be released subject to realization of liquidity damages if any.
- 1.8.5 The bidder will also be required to further extend the BG, in case the NDMC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract (The License Period).
- 1.8.6 The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMC reserves the rights to terminate the contract, and forfeit the BG.



## 1.9 VALIDITY OF THE TENDER BID

The Tender shall be valid for a period of 90 days from the date of opening of financial bid.

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

## 1.11 TENDER SCHEDULE

S No	Information related to Bid Process	Details
1	Publication of Tender/Bid document.	<b>30/12/2016</b>
2	Tender Document Fee	NIL
3	Earnest Money <b>Deposit (EMD)</b>	Rs 1,00, 000/- (One Lakhs)
4	<b>Tender Due Date/Last Date of Bid Submission.</b>	<b>19/01/2017 3:00PM (Thursday)</b>
5	Bid validity period	90 days from tender due date/last date of bid submission.
6	<b>Last date for submission for queries for clarification to NDMC</b>	<b>09/01/2017 upto 5:00PM</b>
7	<b>Pre-Bid meeting</b>	<b>11/01/2017 at 3:00PM (Wednesday)</b> Office of the Director, IT, NDMC 7 <sup>th</sup> Floor, New Delhi Municipal Council Palika Kendra, New Delhi – 110001 Phone: 011-41501383
8	Contact person and email id	<b>Mr. A. W. Ansari</b> Joint Director, IT, NDMC director.it@ndmc.gov.in
9	Opening of Technical Bid date, time and venue	<b>19/01/2017 AT 4:30 PM (Wednesday )</b> <b>Office of the Director, IT, NDMC</b> 7 <sup>th</sup> Floor, New Delhi Municipal Council Palika Kendra, New Delhi – 110001 Phone: 011-41501383

S No	Information related to Bid Process	Details
10	Presentation before Technical Evaluation Committee	After evaluation of Technical Bids Date shall be intimated accordingly.
11	Opening of Financial Bid.	After evaluation of Technical Bids Date shall be intimated accordingly.
12	Letter of Award (LoA)	After finalizing the bid process Date shall be intimated accordingly
13	Signing of Agreement	In due course

- 1.12 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.
- 1.13 The procuring entity (NDMC) reserves the complete right to cancel the bid process and reject any or all of the Bids
- 1.14 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.
- 1.15 NDMC 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.

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## CHAPTER -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/Commercial 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" Bidder** means any firm offering the solution(s), service(s) and/ or materials required in the tender call. The word Bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom client NDMC signs the contract for rendering of goods and services. 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 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/ Forms etc. and also including all amendments / clarifications 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;

**"Tender due date/Last Date of Bid Submission"** shall mean the last date and time for submission of Price Bid and Commercial 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 Power of attorney (if required by NDMC) 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/Selected bidder is required to supply to the NDMC under the Contract;

**"LoA"** means Letter of Award;

**"Day"** means calendar day;

**"Week"** means calendar week; **"Month"** means calendar month; **"Year"** shall mean the Calendar year.

**Bid/eBid** means formal offer made in pursuance of this tender in electronic format.

**Applicable Law** means the Contract shall be interpreted in accordance with the laws of India.

**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 tender call and specifications.

**Go-live date** means as date of acceptance of the tested and validated all mobile App modules and CRM as mentioned under scope of work.

**Performance Security** means on receipt of notification of award 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.

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## CHAPTER-III

### **3. BACKGROUND INFORMATION AND PROJECT PROFILE**

#### **3.1 ABOUT NDMC**

NDMC is one of the five urban local bodies (ULB) 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 Members. 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.

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.

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 ARE:**

1. Providing & maintaining basic civic amenities water, electricity, parking, roads etc.
2. To manage its own assets and collection of Property Tax and other dues and other fees.
3. Building Regulation and encroachment removal,
4. Registration of Birth and Death
5. Construction, and maintenance of municipal markets and regulation of trades
6. Sanitation & Public Health, MSW collection and disposal, control of vector borne diseases.
7. Maintenance of public parks, gardens and recreational centers.
8. Regulate and check and prevent encroachments, unauthorized hawking.

9. Providing community centers, parks, baratghars on rental basis.
10. School Education.
11. Medical services

### **3.3 NDMC's TRANSFORMATION INTO A SMART CITY**

3.3.1 NDMC has been selected by the Ministry of Urban Development (MoUD), Government of India, as one of the 20 Smart Cities under the Smart City Mission. The vision for NDMC Smart City has been formulated based on the strategic blueprint and the needs and aspirations articulated through the stakeholder consultations.

3.3.2 Many civic governance 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.

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.

3.3.3 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 centers, 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.

### **3.4 PROJECT OBJECTIVE OF MONITORING CIVIC SERVICES THROUGH MOBILE APP SOLUTIONS**

3.4.1 For greater accountability, transparency, efficiency and promptness, increase reliance has to be made on the online services under the e-Governance. Extensive usage of mobile application in e-governance platform has been envisaged even under the digital India program of Govt. of India. Mobile platform is the most convenient for Government to Citizen (G to C) and Citizen to Government (C to G) interface.

For ensuring transparency and easy accessibility of civic services NDMC has expended the digital platform to mobile platform. The aim is to take

civic services to people's doorsteps and move towards deliberative democracy and citizen empowerment.

3.4.2 NDMC currently provides integrated public services to citizens and tourists through a mobile cloud based NDMC 311 CITIZEN App since March 2016. There are 14 integrated services for providing information and for registering complaints while giving location, image. The app is available on Android & IOS Platforms.

### **3.5 PRESENT SCENARIO OF USAGE OF MOBILE APPS IN NDMC**

3.5.1 NDMC has a Central Helpline to Call and report any issues pertaining to lighting, water, sewage, garbage lifting, road conditions maintenance of civic services, encroachment, general enquires and information etc. A Citizen today has to call this number and report the issue. Issues reported by citizen through What's App or phone or NDMC 311 mobile app which are routed on to the CRM. The control room staff assigns the complaints/action required to the NDMC staff through CRM which communicates to the another integrated Mobile App namely SMART CITY 311 Monitoring App/ Officers App used by NDMC officials linked to NDMC 311 Citizen App at citizen end. Assignment of a complaint received is made through CRM to designated officials on the SMART CITY 311 App. The call center then follows up with the concerned departments for status/updation at the call center through CRM and information to citizen is passed on to their mobile phone through alert as well as NDMC 311 citizen App. In both the mobile Apps the flow of information is captured along with the information such as lat-long and real time image. Basic MIS is available to check and analyses the calls received, remarks, time taken etc.

3.5.2 The SMART CITY 311 App is now currently subscribed on monthly license fee on per user change basis and has following sub-modules for monitoring and reporting NDMC task, project and complaint redressal system:

1. Field work monitoring module.
2. GPS Attendance Module.
3. GPS Road Checking Module
4. Project Tracking Module
5. Enforcement of hawking/street vendor Mobile- Challan Module
6. Complaint Redressals.
7. Toilet Inspection.
8. Send and receive notifications.
9. Feedback
10. Hawkers Inspection.
11. Zonal Officer's Inspections.
12. MIS and statistics



NDMC is inclined to have mobile app platform continuity with comprehensive and big basket of mobile apps through this tender bid invitation.

## **CHAPTER-IV**

### **4. SCOPE AND OBJECTIVES OF THE WORK/PROJECT:**

#### **4.1 ABOUT THE PROJECT OBJECTIVES**

- 4.1.1 NDMC is extending its citizen service through various delivery channels. The Objective is to cultivate positive and productive civic practices using modern technology innovatively and builds systems & solutions around it. This is a one-stop solution to manage, supervise and regularize city governance activities, using smart phones (Android and iPhone). Government employees can utilize such technology to run their day-to-day government-information tasks efficiently. The need and desire for civic and government agencies to be more intricately connected is growing rapidly. The development of online initiatives like e-Democracy, Gov. 2.0 and the Open Government Initiative, the ability to do so is becoming a reality to cities, towns and communities everywhere.
- 4.1.2 The mobile application platform reduces the cost of services, make governance citizen friendly, reduce the physical interface with the staff and official and it is an ideal platform for obtaining feedback and for online monitoring of programme, activities and the delivery of services.
- 4.1.4 The mobile digital platform helps in reducing the number of trips the citizens have to make to a municipal services office. It is a convenient tool on account of the fact that over 2 million citizens in Delhi alone use smart phones in India. This platform is also ideal for G-to-C and C-to-G interface.

#### **4.2. SCOPE OF THE WORK**

- 4.2.1 The broad scope of the work is Design, Development, Customization, Configuration, Cloud Hosting & Maintenance of Mobile App Solution for Monitoring of NDMC Civic Services, Public Grievance Redressal and Integration with existing NDMC Call Center CRM on Monthly License Fee basis based on Software as a Service (SAAS) for a period of Five (05) years.
- 4.2.2 Modules/sub module are required as a bundle of applications for NDMC civic services & complaint monitoring Mobile App solution which in essence would have inter-alia the features defining the work flow to and fro, in a defined hierarchical order, capturing the geo-locations, images, real time updation and editable at the level of authorized administrators

for all modules and also at the level officers for a related modules pertaining to his/her department/task. Create different users of Departments with varied roles and scopes and confirm each member by providing activation codes.

**4..2.3** The Mobile App solutions designed, developed, customized, configured and made go **live are to be cloud hosted which** is to be subscribed / owned by the vendor / successful bidder. NDMC shall not provide any uploading / hosting facility at it Data Center or on any cloud for the mobile app developed / customized / configured by the vendor.

**4.2.4** The Mobile App Modules/solutions and sub-Modules features required but not limited are given in the table below. The firm/vendor shall provide features/ app / mobile solutions as per the existing module, sub-module available with the vendor and also to further provide additional features / modifications for a useful and functional app as per the requirement/features described in the table below, to achieve the desired objectives:

**4.3 MOBILE APP SOLUTIONS AND FEATURES REQUIRED:**

Sr.No	Modules	Features Required
1	<b>Citizen Relationship Module (CRM)</b>	<ol style="list-style-type: none"> <li>1. CRM module to be developed for registering complaints from various sources i.e. through citizen app, web app, twitter, facebook, and telephone etc. Existing CRM module data to be migrated in new CRM. Complaints will automatically follow the allocation work flow and department wise hierarchies. Each hierarchy level must follow escalation matrices and as per SLA.</li> <li>2. All Inbound and Outbound customer interactions with a flexible IP-based all-in-one</li> <li>3. contact center technology that will help in delivering good customer experience. All types of complaints coming from (Facebook, Twitter, WhatsApp, Telephone, Handwritten, website, etc.) should directly go to one central support system. Customer is notified with Complain ID via SMS a unique ID inside system is created. Based on category of complaints, it is auto routed to appropriate Officer. Officers can update complaint ID status with his comments &amp; picture/image. Citizen can give feedback about the complaint.</li> <li>4. It would be a web based dashboard and will have central admin module that will manage 'NDMC Civic</li> </ol>

		<p>Services Monitoring Mobile App' Module system on single Uniform Resource Locator (URL). This feature will broadly cover the following sub-modules:</p> <ol style="list-style-type: none"> <li>a. Issues reported via Website, Phone/Hotlines, Twitter, Facebook, and Mobile apps are all aggregated into one Central Service Management System, where government officials can follow, acknowledge and close issues.</li> <li>b. Using this app, officials can make informed decision, , report by categories &amp; request type plotted across circles, urban zones and neighborhood.</li> <li>c. At Senior official levels can analyze the complaint system based on real time data.</li> </ol> <p>5.The CRM should have features of :</p> <ol style="list-style-type: none"> <li>a. Simplicity and ease of integration.</li> <li>b. Remote access.</li> <li>c. Mobile access.</li> <li>d. Stronger multichannel support.</li> <li>e. Integrated analytics.</li> <li>f. There should be role based dashboard</li> <li>g. CRM must be integrated with the existing NDMC Citizen app and the mobile app solution developed by the vendor</li> <li>i. CRM must integrated with SMS facility.</li> </ol> <p>6.List management/master data management with-</p> <ol style="list-style-type: none"> <li>a. Flexibility and customization.</li> <li>b. follow-up tracking.</li> </ol>
2	<p><b>Field Work Monitoring Module ( General )</b></p>	<ol style="list-style-type: none"> <li>1. This module shall be used to report day-to-day field inspections activities of various categories of activities of departments of NDMC like create new inspection under a department by a designated user.</li> <li>2. This module will enable the field staff to capture photo of the inspected site/installations and GPS Information of the locations, which automatically tags its respective circles and zones/areas. There will be provision for writing description and returning remarks</li> <li>3. Using this module, user / officials can track down the progress in the reported field. The messaging /</li> </ol>

		<p>commenting system of this application enables senior officers to make task specific communication and also see the progress.</p> <p>4. Field inspection include GPS enabled road inspection, schools, buildings, manholes, bell mouths, sewerages, water leakage, cleaning, sweeping, construction, encroachment, hocking, parks, parking, PTUS, Public Toilets, and any other related inspection. These features to be included in the general inspection report apart from separate independent module described further down in the table : -</p> <ul style="list-style-type: none"> <li>a. Location as per geo coordinates in the google map/any usable map.</li> <li>b. Audit Trails of each action taken by the user</li> <li>c. MIS Reports and statistics.</li> <li>d. Role based dashboard.</li> </ul>
3	<p><b>GPS Attendance MODULE</b></p>	<p>1. A unique user ID and location (GPS coordinate) along with selfie image association would be required in this application. A time and attendance software to process the data received from user's mobile and store the information (time, entry and leaving) to the Database.</p> <p>2. Officers will be able to track down information regarding the attendance of field staff based on GPS coordinates. Exact location and time of the staff can be known and the time duration between two /multiple logs on the same 24 hours' period</p> <p>3. This can be used to ascertain whether a staff has visited the area of inspection/ event place.</p> <p>4. Since location-based time and attendance system use Mobile Application and a time and attendance management sub module for processing data, so the flows of operation of the Mobile application has following attributes / features: -</p> <ul style="list-style-type: none"> <li>a. Determine the location using GPS</li> <li>b. Check the location with pre-stored (office/workspace) location</li> <li>c. Send information to the system</li> <li>d. User will have to take the selfie to confirm the</li> </ul>

		<p>availability of the user on the location.</p> <ul style="list-style-type: none"> <li>e. App will update the pic, time, geo coordinate to the central server application.</li> <li>f. User will get confirmation message after the attendance update</li> <li>g. User can see the previous attendance log in the summery format</li> <li>h. Any officer of the same hierarchy can see the attendance of the officials along with Pic, geo location and date/time.</li> <li>i. Track the multiple logs of the time and locations</li> <li>j. Count the hours between the every time login of entry and exits at the premises/field.</li> <li>k. Hourly attendance report.</li> <li>l. Report of attendance of all users department wise which can be seen by administrator.</li> <li>m. Audit trails</li> <li>n. MIS Reports and statistics</li> </ul>
4	<b>Project Tracking Module</b>	<ol style="list-style-type: none"> <li>1. To develop a fully functional and user interactive online tool which can enhance and help various project management of various department users to manage and compile their work efficiently by tracking the physical and financial status of the project. The brief required features are: <ul style="list-style-type: none"> <li>a. Assign different tasks to different members/Departments.</li> <li>b. Maintain start date and end date of each project</li> <li>c. Maintain the overall timeline of the project with Dash board.</li> </ul> </li> <li>2. This module contains following features: <ol style="list-style-type: none"> <li><b>A. Administrator Level</b> <ul style="list-style-type: none"> <li>a. Administrator able to create/Modify Department/Division.</li> <li>b. <b>Create New Task/project:</b> - The Administrator create new tasks/project and assigns them to the desired officers/officials.</li> <li>c. <b>Create Message:</b> - The Administrator can create Message for the other team members notifying them about project updates etc.</li> <li>d. <b>Generate Report:</b> - The Administrator can generate reports for the various task and project.</li> <li>e. <b>Decide Deadline:</b> - The Administrator can decide the time needed for the task to be completed.</li> <li>f. <b>Update Project Status:</b> - The Administrator can update the completion status of the project on</li> </ul> </li> </ol> </li> </ol>

		<p>time-to-time basis.</p> <p><b>B. Field Officers level</b></p> <p><b>Update Task Status:</b> - The staff working on the particular task can update the task completion status relating to physical status of the progress of the work alongwith status.</p> <p><b>C. MIS and Statistics</b></p>
5.	<b>e- Challan Module for unauthorized hawking/encroachment</b>	<p>1. This module would enables the field staff to issue online mobile challan for any unauthorized hawking/encroachment under the relevant sections of the NDMC Act and also to submit online challan to the Municipal Magistrate of NDMC through their mobile enabled applications. These challans can be directly sent to offenders via SMS/ Email.</p> <p><b>2. Features for e-Challan System:</b></p> <ol style="list-style-type: none"> <li>a. Photo capturing and transmission</li> <li>b. Violation booking as per the provisions of the NDMC Act.</li> <li>c. e-challan Generation for various violations.</li> <li>d. Report Generation</li> <li>e. Online Uploading photos by the field staff</li> <li>f. Server database and crash recovery of data.</li> <li>g. APIs for sharing e-Challan information for online integration</li> <li>h. Menu for description of the relevant Sections/Rules of NDMC Act.</li> </ol> <p>3. MIS and statistics</p>
6	<b>Alerts/Notifications</b>	For notification to the officers and citizens regarding any information related to civic services, schemes news information any office orders circulars.
7	<b>Complaints Redressal of Citizens</b>	<ol style="list-style-type: none"> <li>1. Facility to provide the details of the complaints to the officers/officials and the action taken to the supervising officer and to the complainant/citizen.</li> <li>2. Complaints assignment through CRM received from various modes.</li> <li>3. Complaints attended, current progress status.</li> <li>4. Complaints closed.</li> <li>5. Complaint transfer.</li> <li>6. Attributes like complaints-viewed, not viewed, Re-</li> </ol>

		<p>Open, Acknowledgement, Work in process, on hold, Resolved, no action required, closed by Citizens, New, SLA Violated.</p> <ol style="list-style-type: none"> <li>7. Escalation of complaints after defined period from one level of official to next level</li> <li>8. Notification to administrator /HoD about complaint's received, assigned, not assigned /closed.</li> <li>9. Statistics /MIS of complaints received, assigned, not assigned, viewed, not viewed, resolved, pending.</li> <li>10. Dash Board for analyzing complaints area wise, department wise, complaints type wise during a given period.</li> </ol>
8	<b>Zonal Officers Module</b>	<ol style="list-style-type: none"> <li>1. This module will facilitate to all the zonal officers (senior officers in-charge of general inspection of 14 zones/circles of NDMC to inspect all the civic related issues under their jurisdiction.</li> <li>2. Add task and create inspection report.</li> <li>3. Assigning to others officials of a department.</li> <li>4. Bookmarks-Viewed, Not viewed, Re-Open, Acknowledgement, Work in process, On hold, Resolved, No action required, New.</li> <li>5. Draft for inspection report.</li> <li>6. Lat long, image capture</li> <li>7. MIS and Statistics</li> </ol>
9	<b>VBD (Vector Borne Disease) Tracker</b>	<ol style="list-style-type: none"> <li>1. The purpose of VBD tracker would enable the officials of the Public Health Department of NDMC to supervise, monitor, evaluate all preventive measures taken for controlling VBD &amp; water borne diseases.</li> <li>2. Zones/circle assignment to Health Inspectors/beat allotment</li> <li>3. Inspections report creation area wise/beat wise</li> <li>4. Detection (positive) reporting and creating thermal map of detected breeding cases and premises inspected</li> <li>5. Notifications to higher officials.</li> <li>6. Fogging schedule/insecticide spray area wise</li> <li>7. Notice issued to defaulter with details of area/beat wise premises, case breeding type- dengue /malaria/chickenguenia/cholera</li> <li>8. Challan issued and fine imposed.</li> <li>9. MIS and statistical summary.</li> </ol>



10.	<p><b>Specific Inspection Mobile App Modules</b></p> <p><b>1. RFID &amp; Barcode/QR Code Based Hawker Inspection Module</b></p>	<ol style="list-style-type: none"> <li>1. Enforcement Division can perform Hawker Inspections through this module.</li> <li>2. Enables inspection by Scanning Barcode or QR code if their mobile device has RFID Reader can also do RFID based inspection reports.</li> <li>3. Hawker list and their profile details.</li> <li>4. Creation of Inspection report- inspecting officer/officials, lat-long selection, image selection and submission of report.</li> <li>5. Reverting comments, bookmarks, violation report and draft facility.</li> <li>6. Summary of inspection with date total person inspected, unauthorized, person detected nature of hawking activities etc.</li> <li>7. MIS and statistics summary</li> </ol>
11.	<p><b>2. Public Toilet Inspection</b></p>	<ol style="list-style-type: none"> <li>1. Inspection of public toilet and status of cleanliness, functioning</li> <li>2. Upload and referring of PTU database</li> <li>3. Creation of inspection report- selection by inspecting Officer/officials, lat long selection, image selection and submission of report.</li> <li>4. Reverting comments, bookmarks, violation report and draft facility.</li> <li>5. Summery status of maintenance of PTU seen during inspection- GOOD- FOUND CLEAN, REQUIRED IMPROVEMENT AND UNSATISFACTORY</li> <li>6. MIS and statistics summary</li> </ol>
12.	<p><b>3. Parking inspections</b></p>	<ol style="list-style-type: none"> <li>1. Inspection of parking lots and status of parking management, functioning, Parking capacity, licenses period validity, manpower deployment/contractor detail etc</li> <li>2. Upload parking lot list and their details.</li> <li>3. Creation of inspection report- selection by inspecting officer/officials, lat-long selection, image selection and submission of report.</li> <li>4. Reverting comments, bookmarks, violation report and draft facility.</li> <li>5. Summery status of management of parking lots seen during inspection- WELL MANAGED-REQUIRED IMPROVEMENT -UNSETISFACTORY-AVAIBILITY OF STAFF, BAY MARKING, STAFF AVAIBILITY.</li> </ol>

		6. License Payment-Paid or Due. 7. MIS and statistics summary
13.	<b>4. Road Inspections</b>	1. Creation of inspection report- selection by inspecting Officer/officials, lat-long selection, image selection and submission of report. 2. Road name, road length inspection-meters/Kilometers/Road length measured with GPS. 3. Inspected Route on Map. 4. Maintenance of roads-sweeping done, pot hole, bell mouth, pruning, lane marking, zebra marking, Maintenance of status foot path. 5. Request notification to other department concerned like Horticulture, Electricity, Civil, Police and Public Health etc. for attending to any deficiency 6. MIS and statistics summary
14	<b>5. Municipal Solid Waste Management : Bin Inspections</b>	1. Geo Tagging of all bins and garbage stations. 2. Circle assignment to officials with designation and contact number 3. Classification of NDMC circle and geo fencing of 14 circle boundaries. 4. Creation of inspection report- selection by inspecting officer/officials, automatic lat-long selection and matching with Geo Tag Coordinates, image selection and submission of report. 5. The logic of cleanness to be derived by inspection of garbage bins within the defined time limit with corresponding match of Lat-long of mobile user (Inspecting officials) if matched in the given time period to be denoted green, if not matched in time limit to be denoted as yellow, if not inspected at all on the day to be denoted red and the day summary to be shown on thermal map in real time basis apart from daily MIS/Statics report-Bins cleared in time, bins not cleared in time.

15.	<b>Task Assignment</b>	<ol style="list-style-type: none"> <li>1. Using this module any Field officer can assign a Task to other officer, the person who has been assigned task gets notification about task being assigned, he can transfer the task to other person, he can file his compliance report with photo of task completed, he can send update message about status of task.</li> <li>2. This module will also have preventive Maintenance &amp; Scheduler, which means any task assigned to an officer can also be assigned as repetitive task for eg. Cleaning of NDMC statues every 15 days.</li> <li>3. Various field level exception reports can be generated for this module</li> </ol>
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**4.3(a).** During the project tenures of Five (05) years, NDMC would be requiring additional features /enhancement in the mobile app solution for further enlarging its monitoring and supervising activities. Any such change request for enhancement and additional features shall be done by successful bidder / firm at the cost which will be determined by the change request examing committee of NDMC who shall take into account the required man hours, level of development for enhancement / change request for mobile app solution and its corresponding cost / man hour rates based on the National Informatics Centre Services Inc. (NICSI), Govt. of India rates.

#### **4.4 OTHER GENERAL MOBILE APP FEATURES REQUIRED:**

**All above Mobile App modules must have following general requirement feature for a usable, highly secured and stable apps:**

1. There should be role based dashboard.
2. Audit Trail.
3. Integrated with the existing Citizen App & developed CRM module.
4. Integrated with NDMC's SMS gateway and email server.
5. List management/master data management.
6. Flexibility and customization.
7. Follow-up tracking.
8. Each hierarchy level must be follow escalation matrix and as per SLA.
9. The technical and user manual.

10. Follow the allocation work follow and department wise hierarchies.
11. Training of all modules.
12. Simplicity for the user. Convenient user interface. All the content should be accessed in the simplest way possible.
13. Good performance. Speed of loading mustn't keep users waiting.
14. No leaks of the users' information are allowed.
15. Ensure that the content is made up of up-to-date, relevant information. Besides content, it is vital to further update the app with fixes and new features in case of necessity.
16. Make that communication as quick and simple as possible, with a minimum number of taps and minimum text input.
17. Create an intuitive system of search and filters. But by any means make every page and every service easy to find.

#### 4.5. Data Migration:

Firm shall be responsible for Migration of Data from existing Smart City - 311 App and Already existing CRM

#### 4.6 APPLICATION DEVELOPMENT ACTIVITIES ENVISAGED ARE AS UNDER:

- i. System Analysis and design.
- ii. Creating app UI.
- iii. Creating a database.
- iv. Creation of APIs for connections.
- v. Cloud hosting by the vendor on its own cloud.
- vi. Connection of the UI with database
- vii. Creating dashboard, MIS, and Statistical Report
- viii. Testing the app.
- ix. Publishing the app for roll out.

#### 4.7 MOBILE PLATFORM REQUIREMENT

Sl. No.	Platform Support (OS)	OS Version	Display Support
1.	iOS	Version 6 and above	iphone : 640x960

2.	Android	Ice-cream sandwich and above	Android display 480x800
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#### 4.8 USER INTERFACE REQUIREMENTS OF THE MOBILE APP

- a) All icons must be crisp, clean, and distinguishable and should be as per guidelines of mobile application platform.
- b) All buttons and objects must be reactive to touch and work as intended.
- c) All data must be easily viewable on different Mobile platform matrix given above.
- d) Apps have to be developed in English Language
- e) The design/User Interface of the mobile application should be flexible.
- f) Free downloads from Google play store & iTunes store
- g) Data representation through graphs and bar charts etc..

#### 4.9 TECHNOLOGY REQUIREMENTS AND DELIVERABLES:

- a) Cloud base Solution & Mobile application based on SaaS (Software as a Service) .The cloud hosting has to be done by vendor using her/his own resources
- b) The detailed functional requirements are described in Scope of work
- c) Mobile App development should be in Native languages, responsive, dynamic, online and robust mobile application which is to be supported on smart mobile phones and tablets with o/s such as Android and iOS including future versions of the mentioned O/S.
- d) The firm has to ensure the development of mobile application as per guidelines issued by Application stores i.e. Google Play sSore, iTunes store etc. and will follow all compliances accordingly.
- e) The mobile application need to integrate and inter-operate with various other external entities, therefore, the app should easily and in a relatively seamless manner integrate with external entities.
- f) The mobile application should have the ability to manage various services and systems effectively with its minimum to zero impact on other services.
- g) The mobile application installed in the smart phones should be able to access the device database securely.

- h) The Mobile App should have the ability to upgrade services / add new services and mode to access these services effectively in a cost effective manner without affecting other services with a commitment for backward compatibility as per the policy guidelines of that mobile platform.
- i) User Manual, Admin Manual, Test Cases, Test Plan and QA Results for User Acceptance testing,
- j) Support needs to be provided.
- k) The application should be cloud based and should have features such as ROR, PHP and BIG DATA.
- l) NDMC shall not be liable to pay any third party software charges neither in testing, development and hosting .
- m) Each module must have audit trail report.

#### **4.10 IMPLEMENTATION MODEL**

The Service provider shall build, maintain, and upgrade the application for the duration of 05 years from Go-Live. Also, the technical manpower if required shall be provided by the Service provider on time to time basis.

#### **4.11 COVERAGE**

The bidder is required to support the users on across all offices in Circle/Zones of NDMC.

#### **4.12 SOFTWARE LICENSES**

The software licenses required if any shall be procured by the bidder. The system software licenses required shall be genuine, perpetual, full use and should provide patches, fixes, security updates directly from the OEM at no additional cost to the New Delhi Municipal Council , for the entire period of contract. However, if the software is open source then this provision shall not be applicable.

#### **4.13 UPGRADES/UPDATES AND CHANGES IN THE SOLUTION**

The Service provider will be responsible for all the upgrades, updates, installation of patches and overall maintenance within the scope of the solution.

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The Service provider will be responsible for all the upgrades, updates, installation of patches and overall maintenance within the scope of the solution.

#### 4.15 MINIMUM REQUIRED DELIVERABLES

The suggested list of deliverables (but not limited to) from the successful bidder includes:

- i. All supportive and necessary software required to successfully implementation of mobile App solutions as described under the scope of the work.
- ii. Detailed Project Plan, with week-wise activities, including, but not limited to, detailed timelines for customization and acceptance testing of the modules, submission of deliverables, etc for the 75 days (10 weeks) period from the date of execution of agreement for the phase of design, development, configuration, customization and testing and go-live of mobile Apps and CRM.
- iii. Training Plan, Training Manuals.
- iv. Weekly Status and Review Reports during the implementation period.
- v. Escalation Mechanism.
- vi. Periodical Reports during operations period (These reports must include the details of the maintenance activities, modifications in the software, release of new versions (if any), in that particular month.

#### 4.16 PROJECT SCHEDULE-PERIOD OF EXECUTION AND COMPLETION WORK:

The selected bidder shall be required to execute and complete the work including design, development, customization, configuration, data collection, customizing, configuration, testing , hosting commissioning of mobile applications within Ten (10) weeks (**70 days**) of the execution of the contract agreement:

Sr.No	Activity Milestone	Completion Time in weeks
1	Project Start/ Signing of Contract	T
2	Submission of Project Plan/Inception Report	T+1 week

3	Implementation and testing of CRM, Field inspection and GPS Attendance software/App at NDMC call centre.	T+4
4	Implementation and testing of remaining of Mobile App module/solutions	T+6
5	Changes in the design customization, configuration in the mobile app based on feedback from user- NDMC .	T+8
6	Submission of final Version of Application	T+9
7	Go-Live after testing and validation	T+10

**NOTE: 'T' above refers to the date of executing the Contract Agreement.**

#### **4.17 GO-LIVE OF APPLICATION:**

Go-live date will be defined as date of acceptance of the tested and validated all mobile App modules and CRM as mentioned under scope of work.

#### **4.18 ACCEPTANCE CRITERIA**

- i. NDMC will accept the commissioning and project Go-Live only as described above.
- ii. A team comprising of representatives from NDMC and Bidder will verify satisfactory performance of all the modules.
- iii. Development of all Mobile App modules for Administrative monitoring of various task and resources of NDMC.
- iv. Any delay on account of NDMC side procedures such as issuance of orders, logistics arrangement at site offices, personnel deployment, power supply, network connectivity and bandwidth etc. should not be considered for acceptance. In case such a delay occurs, the acceptance should be completed for those services where these procedures are not impacting.
- v. For acceptance testing of the Software solution, NDMC shall mutually agree on a detailed Acceptance Test Plan.

#### **4.19 MANAGEMENT INFORMATION SYSTEM -REPORT REQUIREMENT**

Selected Bidder shall develop and install necessary software to use the same for generating reports and statistics in respect of various mobile App. The Bidder will provide any other reports revealing the functioning of the said software and services.



#### 4.20 TRAINING

- 1 For the effective uses of the supplied software/application licenses & their functionalities, the selected vendor must compulsorily provide training for NDMC officials. The Bidder, in consultation with the NDMC, shall provide training to all the registered users of the NDMC. The training will cover the following:
  - i. The products and services of the NDMC.
  - ii. The Information security and their relevance and importance to the customers Knowledge of NDMC systems, operational procedures etc.
- 2 First time training shall introduce the said software and mobile application, procedures and processes in an elaborate manner. However, since the NDMC will keep modifying its services, the Bidder will put a training system in place to ensure continuous updating of knowledge, processes and skills.
- 3 The actual requirement of training may be assessed while implementing the said software and mobile application and will be decided mutually by NDMC and Bidder.
- 4 The training infrastructure will be made available in the NDMC premises. At least one training room with necessary accessories like whiteboard, projector, furniture, etc., must be provided. The Bidder will provide necessary faculty support for the training.

#### 4.21 TECHNICAL SUPPORT

- i. One resident Technical Manpower will be placed at NDMC office on all working days from 9:00AM to 5:00 PM including general holidays as per NDMC's requirement during contract period along with onsite technical support available from the bidders office/workplace.
- ii. The scope of technical support also includes rectification of errors within the already developed solution, cloud server/database administration, server migration, patching, system upgrades, technical and functional support to NDMC users etc during the contract period.

#### 4.22. PROJECT DURATION

The contract period would be initially for **Five (05) years** from the date of Go Live of all mobile app modules given in the table as per **scope of Work** and extendable for further two years on the basis of performance. The extensions allowed if any shall be at the sole discretion of NDMC.

#### 4.23 BIDDER'S RESPONSIBILITIES

- i. To submit Pre-Qualification documents as required.
- ii. To understand the Scope of Work and the expected Outcomes & Deliverables.
- iii. To provide necessary collaterals to substantiate RFP response.
- iv. To present the salient features of bid response to facilitate evaluation.
- v. To prepare various deliverables as per requirements for the respective phase.
- vi. To develop system as per committed plans and timelines.
- vii. To deploy the systems as per committed Deployment plan.
- viii. To monitor Risks and mitigate them continuously.
- ix. To complete User Acceptance.
- x. The Customization of the application using the infrastructure of the Service provider.
- xi. Submission of the reports to department on project progress on Monthly basis.
- xii. The Service provider shall design a detailed training program for the staff users.
- xiii. Deliver the deliverables as per the contract terms and conditions.

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## CHAPTER-V

### INSTRUCTIONS TO BIDDER & ELIGIBILITY CRITERIA

#### 5.1 SCOPE OF TENDER

NDMC invites bids to this Tender Documents from eligible registered firms (Consortium and JV not allowed) 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.

#### 5.2 ONLINE PROPOSAL/ BID SUBMISSION

5.2.1 The bidder is responsible for registration of the e-procurement portal ([www.govtprocurement.delhi.gov.in](http://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.

5.2.2 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 65% 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.

5.2.3 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 Providing Cloud base Solution & mobile application based on SaaS ( Software as a Services )**”
- 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 .

- 5.2.4 Upon selection, the Bidder shall be required to enter into an agreement with NDMC in the format specified in this tender document. The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.
- 5.2.5 Prices should not be indicated in the Pre-Qualification and Technical Proposals. All the columns of the quotation form shall be duly, properly and exhaustively filled in.
- 5.2.6 The Bidder is allowed to submit only one proposal against this Tender. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. Documents in support of eligibility must be enclosed with the tender. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.
- 5.2.7 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.

### 5.3 **ELIGIBILITY CONDITIONS FOR FIRMS**

- 5.3.1 Tenders of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by NDMC.

The following eligibility 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 6 mentioned below are mandatory to qualify technical bid, noncompliance of any condition shall lead to disqualification in Technical Bid:

### 5.3.2. BASIC ELIGIBILITY CONDITIONS FOR PRE-QUALIFICATION

Sl. NO.	Basic Requirement	Specific Requirement	Documents Required As part of the Technical Bid
1	General Requirement	<p>i. The Bidder shall be a company/firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad.</p> <p>ii. The bidder should be IT Enabled Services Company and dealing with development, supply &amp; installation of Mobile Applications/software</p> <p>iii. Bidder should be in operations in India <b>for a minimum of 1 (ONE) year</b> at least (period counted from the last date of submission of bid). The Bidder must have at least one office in India which has been operational for the last one or more year .</p> <p>iv. Average Annual Revenue/turnover from Software/App Development Business of firm <b>in the last one financial year (up to the last date of the bid submission) should be minimum of Rs. 35 Lakh.</b> The Bidder shall enclose with its bid, certificate(s) from its Statutory Auditors stating its total revenues from developing software applications fees during the 1 (one) financial year preceding the</p>	Supporting documents required.

		<p>last date of bid submission of the bid . In the event that the Bidder does not have a statutory Auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.</p> <p>v. 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, and the bar subsists as on the date of the Tender, would not be eligible to submit the Tender either by itself or through its Associate.</p>	
2	Tax Registration	<p>The Bidder should have a registered number of</p> <p>a. VAT/Sales Tax where his business is located.</p> <p>b. Service Tax</p> <p>c. Income Tax PAN</p>	Copies of relevant(s) Certificates of Registration.
3	certificates	Bidder should have ISO, NASSCOM, CMM or higher Certification for software/application/website development	Supporting documents to be attached
4	Track Record	Bidder should not be black-listed by any Central / State Government / Public Sector Undertaking in India.	Declaration Regarding Clean Track in the format as per

			Annexure
5	Experience	<p>a) Bidder should have experience of successfully executing/in progress the work of the development of the citizen utilities services/mobile native <b>apps in last one year</b> preceding the last date of submission of bid document, as per the following:</p> <p>One similar works costing not less than the amount equal to <b>28 Lakh.</b>  <b>or</b>  Two similar works each costing not less than the amount equal to <b>21 Lakh.</b>  <b>or</b>  Three similar works each costing not less than the amount equal to <b>14 Lakh.</b></p>	Copy of work order obtained or satisfactory completion report to be attached .
6	HR availability	Bidder must have at least 20 Professionals, including Mobile App developer, Web developers and Web Designers, programmer, DBA on its payroll since last 6 Months	HR Details and Certificate as per the format

**Note:** Above scanned document must be submitted with bid document to fulfill the eligibility criteria.

#### 5.4 **ACKNOWLEDGEMENT BY THE BIDDER**

It shall be deemed that by submitting the tender, the Bidder has-

- i. Made a complete and careful examination of the Tender Document
- ii. Received all relevant information requested from NDMC
- iii. 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.
- iv. Agreed to be bound by the undertaking /agreement provided by it under and in terms hereof.

## 5.5 **RIGHT TO REJECT ANY TENDER**

5.5.1. Notwithstanding anything contained in this tender document, NDMC reserves the right to accept or reject any Tender and to annul the Selection Process and reject all Tenders, 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 Tender 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 Tender.

5.5.2. Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the tenders have been opened and the highest ranking Bidder gets disqualified / rejected, then NDMC reserves the right to consider the firm with the next lowest price bid, or take any other measure as may be deemed fit in the sole discretion of NDMC, including annulment of the bid process.

## 5.6. **CLARIFICATIONS TO QUERIES**

Bidders requiring any clarification on the tender may send their queries to NDMC in writing through e-mail so as to reach before the pre-bid meeting date mentioned in the Schedule of Tender Process.

- a. NDMC shall endeavor to respond to the queries within the period specified therein. NDMC will post the reply to all such queries on e-tendering portal website.
- b. NDMC reserves the right not to respond to any query or provide any clarifications, in its sole discretion, and nothing in this clause.

## 5.7. **AMENDMENT TO TENDER DOCUMENT**

At any time prior to the deadline for submission of Tender, 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 last date of bid submission.

#### **5.8 NON -TRANSFERABLE BID**

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

#### **5.9. 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 intimated before the pre-bid meet. 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.

#### **5.10. LAST DATE OF 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 Tender Schedule. Bid received later than the deadline prescribed for submission of tender by NDMC will be rejected.

#### **5.11. 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 document including amendments if any, visited the site and has made himself aware of the scope of Work to be executed and other factors having any bearing on the execution of the Work.

## **5.12. 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.

## **5.13. 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.

## **5.14. RIGHT TO ACCEPT ANY BID OR REJECT ALL BIDS**

NDMC reserves the right to accept, negotiate, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the NDMC shall deem such bid as invalid.

## **5.14 PROCESS OF SUBMISSION OF BID DOCUMENTS**

**5.14.1** Bidders shall submit the technical tender online at <https://govtprocurement.delhi.gov.in> on or before tender due date/last date of bid submission. Bidders should have valid class II Digital Signature Certificate (DSC) obtained from certifying Authorities.

**5.14.2.** The Technical bid shall not include any financial information relating to the Financial Tender. In case financial bid is given with technical bid documents it shall be summarily rejected.

**5.14.3** The Bidder shall provide all the information sought under this tender document, NDMC would evaluate only those Tenders that are received in the specified forms/formats/annexures/appendices and complete in all respects and within the submission date and time. The tenders shall be submitted online only.

5.14.4. 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 Tender shall be initialed by the person(s) signing the Tender. The Tenders must be signed by the authorized signatory (the "Authorized Signatory").

5.14.5. Bidders should note the tender due date (last date of submission of the bid), as specified in the tender schedule, for submission of Tenders. 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 tender due date. 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.

5.14.6. While submitting the bid, it may be noted that :

- 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 outrightly 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.
- vi. on any ground and shall be rejected straightway.
- vii. 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.

- viii. 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.

## **5.15. BID EVALUATION PROCESS**

**5.15.1.** NDMC shall open the Technical bid on the tender due date as specified in Tender Schedule in the presence of the Bidders who choose to attend. The Technical bid shall be opened first.

**5.15.2.** After the technical evaluation, NDMC shall invite qualified Bidders for opening of their Financial Tenders. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Tenders. Before opening of the Financial Tenders, the list of pre-qualified Bidders along with their Technical Scores as per the evaluation criteria will be read out.

## **5.16. BID EVALUATION COMMITTEE**

The bid evaluation committee constituted by NDMC shall evaluate the bids. This may involve the representations from field and/or other department's experts. The decision of the bid evaluation committee in the evaluation of the Technical and Commercial bids shall be final.

## **5.17. PRE-QUALIFICATION EVALUATION**

Pre - qualification bid documentation shall be evaluated as under:

- a. The evaluation committee will check if the bidder has deposited the EMD along with the Technical Proposal and the same are found to be in order.
- b. The documentation furnished by the bidder will be examined prima facie to see if the firm's capacity, skill base and other Bidder attributes as claimed therein are consistent with the needs of this project.

- c. NDMC may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.
- d. TEST OF RESPONSIVENESS : The initial criteria of fulfilling the basic eligibility and experience of similar class/nature of works completed and financial turn over etc. as given above under eligibility criteria will first be scrutinized and the applicant's eligibility for the work shall be determined.

NDMC 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 NDMC. In case of tenders containing any conditions or deviations or reservations about contents of tender document, NDMC 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. NDMC decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

- e. NDMC reserves the right to verify all statements, information and documents, submitted by NDMC in response to the tender. The lack of such verification by NDMC shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of NDMC there under.
- f. 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 LOA 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 NDMC without NDMC being liable in any manner whatsoever to the Selected Bidder.

## 5.18. CRITERIA FOR EVALUATION OF TECHNICAL BID

The applicants qualifying the initial criteria of basic eligibility as set out in **clause above** will be evaluated further for the following criteria by scoring method on the basis of details furnished by them:

	Attributes	Evaluation Marks
(a)	Financial strength	( Maximum 10 <del>5</del> marks)
	i. Average annual turnover in last 1 (One) Financial year.	<del>Between</del> Between Rs. 35 lakh to 50 Lakh <del>lakh to 2 crore</del> : <del>05</del> 7 Marks <u>Between 50 Lakh to 75 Lakh : 7 Marks</u> <u>More than 75 Lakh : 10 Marks</u> <del>More than Rs. 1.5 3 crores : 15 marks</del>
(b)	Experience in similar nature of work of Design, Development, customization of mobile App	( Maximum 30 <del>5</del> marks)
		(i) one mobile App solution successfully completed and deployed in last two financial years for ULB/ State Govt/ Central Govt/ PSU/ Private Sector _: <del>15</del> 5 Marks  (ii) 2 or mobile App solution successfully completed and deployed in last two financial years for ULB/ State Govt/ Central Govt/ PSU/ Private Sector _: <del>20</del> 5 Marks  (iii) At least one Mobile apps developed for two or more ULBs/PSU/Govt agency/ Private Sector in last 02 financial year _:10 marks
(c)	Developed Mobile Apps concept and design Technical Presentation and software application demo (write-up and presentation to be given by the firm when invited for the same )	( Maximum 25 Marks )
	(i) Concept, Design, Creativity, Architecture, work flow usability, GUI, security. (ii) Blue print for design development customization, configuration and implementation strategic	(i)Max 10 marks  (ii)Max 5 Marks

	for NDMC.:- (iii) MIS and Dash Board design Proposal  (iv) Understanding of scope, objectives and completeness of response; overall concord between requirements, proposal etc.	(iii) Max <b>5 marks</b>  (iv)Max <b>5 marks</b>
(d)	Staff on payroll	<b>(10 marks)</b>
	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 20-30 <del>15-25</del> persons: <b>5 marks</b>  Between 30-40 <del>25</del> persons: <b>7 marks</b>  More than 40 persons: <b>10 marks</b>
(e)	<b>Technology Experience</b>	Max. Marks : <b>25 Marks</b>
	Mobile app developed with Different Technology platforms	a. Open source – <b>5 Marks</b> b. Unicode on mobile- <b>5 marks</b> c. Cloud database using BIGDATA- <b>5 marks</b> d. Android Platform app development- <b>5 marks</b> e. IOSs platform app development— <b>5 marks</b>
<b>Total Marks</b>		<b>100</b>

**Note:**

1. Technical bid evaluation will be done on the scale of 1 to 100 points. The Bidders qualifying Technical Stage with **65%** or more will be considered as technically responsive bid and shall be considered for the opening of Price/Financial bid.
2. Bidder is required to submit necessary credentials/ documentary proof of Purchase Order/ Agreement, detailing Scope of Work, Timelines, project experience certificate etc. or relevant documents in support each of above parameters.

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. The write-up/presentation copy of the evaluation item at Sr No. (c) to be submitted by the bidder after presentation and shall become part of the technical bid of the bidder.
6. Presentation: Each bidder has to make a presentation to the bid Evaluation Committee at a date, time and venue as informed by NDMC. The Technical presentation must include the following:
  - a. Understanding of the Project Requirements
  - b. Highlights of the Proposed Solution
  - c. Proposed Approach & Methodology
  - d. Detailed Project Plan
  - e. Coverage of individual Modules in Proposed Application
  - f. Proposed architecture
  - g. Proposed team composition
  - h. Live Demo of the Solution for Proof of Concept.

#### **5.19.FINANCIAL/PRICE BID EVALUTION**

- 5.19.1. The Financial Tender shall be submitted online and digitally signed in the formats at **ANNEXURE I** (the **“Financial PROPOSAL/FINANCIAL BID/PRICE BID”**) clearly indicating the total cost of the Work-, in Indian Rupees. In the event of a difference between the arithmetic total and the total shown in the Financial Tender, the lower of the two shall prevail. Financial Bid comprising of the Price Bid to be uploaded on e-Tender Portal Govt. of GNCT Delhi in the prescribed format.
- 5.19.2 The financial bid of the only technically eligible and qualified firm / bidder shall be opened. 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.



**5.19.3** While submitting the Financial Tender, the Bidder shall ensure the following:

- (i) 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 Tender, it shall be considered non-responsive and liable to be rejected.
- (ii) All applicable taxes/levies shall be **INCLUDED** in the financial bid and calculated as per applicable laws. All payments to firm shall be subject to deduction of taxes at source as per Applicable Laws. 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.
- (iii) Prices quoted will be firm for the entire period of Contract Five (05) years which is to be indicated per user per month basis.
- (iv) The Price bid shall also include incidental charges, if any and no separate charges shall be paid by NDMC other than those quoted in the Financial /Price bid

## **5.20. CONTRACT FINALIZATION AND AWARD CRITERIA**

**5.20.1.** NDMC notify the selected bidder, through a Letter of Award (LoA), that its bid has been accepted. The letter of award will be accompanied by the proforma for contract, incorporating all agreements between the parties.

**5.20.2** Within 15 days of receipt of the Letter of Award, the successful Bidder shall sign and date the contract and return it to NDMC and the selected bidder will initiate the execution of the work as specified in the agreement. Failing which the LOA/Work order will be liable for cancellation.

## **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 Tender, 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. VALIDITY OF THE RESPONSE TO TENDER DOCUMENT**

The Bidder shall submit the response to Tender Document which shall remain valid up to 90 days from the last date of submission of response to Bid Document. NDMC reserves the right to reject any response to Tender Document which does not meet the aforementioned validity requirement. NDMC may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

#### **5.23. RIGHT OF NDMC TO REJECT A BID**

NDMC reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability.

#### **5.24. BIDDER TO INFORM HIMSELF**

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.

5.25. 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.

5.26 The bidder is also required to submit the information in the Annexure / format annexed to this tender documents

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## CHAPTER-VI

### GENERAL TERMS AND CONDITION OF THE AGREEMENT

#### 6.1. AWARD OF WORK

1.6 **After selection, a** Letter of Award (the "LOA") for Design, Development, Customization, Configuration, Cloud Hosting & Maintenance of Mobile App Solution for Monitoring of NDMC Civic Services, Public Grievance Redressal and Integration with existing NDMC Call Center CRM on Monthly License Fee basis based on Software as a Service (SAAS) **for a period of Five (05) years** shall be issued, in duplicate, by NDMC to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) 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 and the next bidder (L2) may be considered.

#### 6.2 EXECUTION OF AGREEMENT

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within 15 days of the issue of LOA as prescribed in this tender after furnishing the Performance Security in the form of Bank 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 result the rejection of the work order

#### 6.3 COMMENCEMENT OF THE WORK

The selected bidder shall commence the work at NDMC as per the Project Schedule mentioned under the Scope of Work in the Tender Document or such other date as may be mutually agreed. If the selected bidder fails to either sign the Agreement or commence the work as specified herein, the Bid Security of the selected Bidder shall be forfeited.

#### **6.4 EXTENSION OF COMPLETION PERIOD:**

In case the mobile App module and sub module as mentioned in the tender document mentioned is not successfully deployed within Ten (10) weeks (**70 days**) of the execution of the agreement, then an extension Of 30 days may be granted subject to recovery of liquid damage @ 0.5% per week. The failure on part of bidder to deploy successfully the mobile App module described in the tender even after the expiry of the 30 days extension, shall lead to cancellation of the work order, contract agreement and forfeiture of performance security.

#### **6.5. LIQUIDATED DAMAGES**

If the 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 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 of the price of the delayed software or unperformed service for each and every week (part of a week being treated as a full week) of delay until actual delivery or performance, up to a maximum deduction of 10% (Ten percent) of the total contract price.

#### **6.6 APPLICATION STANDARDS**

The software/ 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.

#### **6.7. 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.

#### **6.8 FUTURE UPDATES**

The Bidder/Supplier is required to provide, install and commission all software up gradations/ enhancements from time to time, during project duration free of cost to Purchaser/NDMC. Any up gradation in application shall be made available to NDMC without any additional cost.

All the incidental expenses for making systems operational will be the sole responsibility of vendor without any additional cost.

#### **6.9. 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.

#### **6.10. 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.

#### **6.11. SERVICE LEVEL STANDARD AND PENALTY DEDUCTION**

- i. The bidder must ensure 98% uptime of the complete system on a 24 x 7 x 365 basis (Partially up solution may be counted as fully downtime). The penalty amount will be recovered @ 0.5% per day from the security deposit or from any sum thereafter that may become due to the vendor out of this contract or any other contract with NDMC. The penalty will be adjusted from the security deposit till it exceeds 10% of the tendered amount.
- ii. All critical severity bugs have to be resolved within 03 (three) days otherwise penalty will be levied by NDMC @ Rs. 5000/- per day.
- iii. In case of the Technical staff non-availability, the firm will provide standby technical staff of same qualification and experience. If not, deduction of Rs.1000 /- per day per technical staff will be deducted from the due payment.
- iv. 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. TECHNICAL SUPPORT**

Technical Support for the all services for a period of Five (05) Year after Go-live period.

- a) Provide operational guidance to NDMC staff & System Administrators as and when required. Technical Support will be provided 24 x 7 x 4 through Remote support, telephone, email, Chat and also provide onsite support, if required or any other media.
- b) Technical support entails fixing any technical problems in the hosted solution and changes to be incorporated in the running system. NDMC will not pay any transportation, boarding and lodging allowance etc. for any technical staff deployed by the firm.
- c) The scope of technical support also includes rectification of errors within the already developed solution, cloud server/database administration, server migration, patching, system upgrades, technical and functional support to NDMC users etc.

### **6.13 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.

### **6.14. 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.

### **6.15. AMENDMENTS**

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

### **6.16. PAYMENT TERMS**

- 6.16.1** The firm will be legally bound to execute and complete the work order (LOA) for Design, Development, Customization, Configuration, Cloud Hosting & Maintenance of Mobile App for Monitoring of NDMC Civic Services, Public Grievance Redressal and Integration with existing NDMC Call Center CRM on Monthly License Fee basis based on Software as a Service (SAAS) for a period of Five (05) years within Ten (10) weeks (**70 days**) of the work specified period i.e as stipulated in work order (LOA) and as per delivery time mentioned under scope of work. In case the firm (selected bidder) 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 after expiry of the extended period if granted.

6.16.2 The monthly subscription/license fee payment shall be made on Bi-monthly basis Within 15 days of receipt of the invoice by department as per actual activated users in the month. All taxes deducted from source. The monthly licenses fee will be applicable from date of implementation of the Project i.e date of Go-live subject to the following :

- i. All taxes deductible at source, if any, at the time of release of payment, shall be deducted at source as per the current rate while making any payments.
- ii. The invoice amount would be paid after the evaluation of performance and after deducting penalties, if any.
- iii. **The monthly payment shall be released as per the actual activated users.**
- iv. If monthly users base increases above 750 numbers, then monthly licenses fee shall be charged by the bidder as per following method:

Sr No	User Base	Monthly licenses fee payable by the NDMC
1	If monthly users numbers 1-750	Per user per month charges will be as per the rate quoted by bidder ( <b>X amount</b> ) in price bid schedule as per the ANNEXURE-I
2	If monthly users numbers 751-1000	Per user per month charges will be discounted by <b>20%</b> of rate quoted by bidder (X amount i.e per user per month ) in price bid schedule as per the ANNEXURE-I if the user base exceeds 750 and goes upto 1000
4	If monthly user above 1000	Per user per month charges will be discounted by <b>30%</b> of rate quoted by bidder (X amount ie per user per month ) in price bid schedule as per the ANNEXURE-I, if the user base exceeds above 1000/

**Note: Calculation methodology illustrated in ANNEXURE-II of the bid document.**

#### **6.17. DISCOUNTS, LEVIES, FREIGHT ETC.**

The Bidders are informed that discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes. The Bidders should also take into account all levies, freight, insurance etc. The price quoted should be inclusive of all levies, freight, insurance, octroi, and all taxes and levies etc. if any type, indicated separately, will not be taken into account for evaluation purposes.



## **6.18. PERFORMANCE SECURITY DEPOSIT**

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

- i. The Performance Security/ Guarantee 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/ Guarantee shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract (tendered/bid amount) and shall be released after Six (06) months of successful completion of the project subject to realization of liquidity damages if any.
- iii. All charges whatsoever such as premium, commission, etc. with respect to the BG shall be borne by the bidder. The BG shall be valid for a period of 66 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. Also, the same shall be extended to the extent that it remains valid for at least 3 months after the expiry of the contract.
- iv. The bidder will also be required to further extend the BG, in case the NDMC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.
- v. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMC reserves the rights to terminate the contract, and forfeit the BG.

## **6.19. PRICES**

Price mentioned in the Letter of Award shall be firm and not subject to escalations the execution of the complete order and its subsequent amendments accepted by the Successful Bidder. NDMC shall not be liable to the firm/selected bidder any additional cost arising due to use of any third party license or hardware cost. NDMC shall not be liable for any claim whatsoever for any use of software/hardware tools deployed by the firm for, design, developing, customising, configuring, hosting and maintaining mobile app modules deployed for NDMC.

## **6.19. 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.

#### **6.20. . APPLICABLE 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.

#### **6.21. SUB-LETTING OF CONTRACT**

The contractor shall not sublet, transfer or assign the contract or any part thereof without the written permission of the NDMC, in the event of the contractor contravening this condition, the NDMC, 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.

#### **6.22. TERMINATION FOR DEFAULT**

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.
- v. If the Bidder, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a

public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Tendering Authority, and includes collusive practice among BIDDERS (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and deprive the Tendering Authority of the benefits of free and open competition.

- vi. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract even after grant of extension, the NDMC reserves the right to get the balance contract executed by another party of its choice 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.
- vii. 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.

#### **6.23. CONSEQUENCES OF TERMINATION**

In Circumstances mentioned above the Tendering Authority may forfeit the security deposit /Guarantee.

#### **6.24. TERMINATION FOR INSOLVENCY**

The Tendering Authority may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any

right of action or remedy, which has accrued or will accrue thereafter to the Tendering Authority.

## **6.26. FORCE MAJEURE**

6.26.1. 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, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

6.26.2. 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.

6.26.3. 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.

6.26.4. 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.

6.26.5. 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.

## **6.27. NOTICES ON DEFAULT**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email and confirmed in writing to the other party's last recorded address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

## **6.28. DISPUTE RESOLUTION AND ARBITRATION**

6.28.1 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.

6.28.2 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

6.28.3 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 Architectural Consultant shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

## **6.29. 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:

## **6.30. LEGAL OWNERSHIP**

Successful bidder shall indemnify NDMC for any software Patent/IPR related issue and it is the responsibility of Successful bidder to comply with the rules and procedure relating to the ownership or patent rights/IPR. NDMC shall not be made party to any dispute/litigation arising out of use of third party licenses by the selected firm. The Successful Bidder is obliged to work closely with NDMC's staff, 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.

#### **6.31. 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.

#### **6.32. INDEMNITY AND INSURANCE**

The bidder shall indemnify and make harmless the owner or the Officers, 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.

#### **6.33. 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.

#### **6.34. CONFIDENTIALITY OF NDMC DATA**

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.

#### **6.44. 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.

#### **6.45. LIMITATION OF LIABILITY**

6.45.1. 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 provided, however, that this limitation shall not apply to any liability for damages arising from: Willful misconduct, or Indemnification against third party claims; or Gross Negligence.

6.45.2 Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

#### **6.46. 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.

#### **6.47. 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.

#### **6.48. 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.

#### **6.49. 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.

#### **6.50. 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.

#### **6.51. 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.

#### **6.52. SPECIAL CONDITIONS OF CONTRACT**

##### **6.52.1. Sub-Contracting**

Sub-contracting is not allowed under this tender.

##### **6.52.2 Risk Purchase**

In case of breach of any of the conditions of the agreement or delay in supply or failure to implement at bidder's own quoted rates, NDMC may at its option, take any or all of the actions detailed below:-

- i. Implement / Purchase from elsewhere on bidder's Risk or Account the entire or the remaining items and services.
- ii. Forfeit either wholly or the part of the service charges/ security deposits.
- iii. Taking of such other action against the bidder including legal action for breach of contract.
- iv. Levy of penalties or with-held payment to the extent of services not provided.

#### **6.53. WARRANTIES & INTELLECTUAL PROPERTY RIGHTS (IPR)**

During the operations phase from the date of Go-Live, the bidder will implement all product(s) and documentation updates, patches/ fixes, and version upgrades within 15 days of their availability/release date and should carry out installation and make operational the same at no



additional cost to NDMC. Such activity would have to be planned by bidder in such a way that the same results in zero down time for users i.e. ideally to be completed during off business hours).Bidder must ensure that they have all necessary licenses, approvals, consents of third Parties/principle manufacturers and all necessary technology, hardware and software to enable it to provide the solution.

**6.54.** The Mobile App solutions designed, developed, customized, configured and made go live are to be cloud hosted which is to be subscribed / owned by the vendor / successful bidder. NDMC shall not provide any uploading / hosting facility at it Data Center or on any cloud for the mobile app developed / customized / configured by the vendor.

**6.55.** During the project tenures of Five (05) years, NDMC would be requiring additional features /enhancement in the mobile app solution for further enlarging its monitoring and supervising activities. Any such change request for enhancement and additional features shall be done by successful bidder / firm at the cost which will be determined by the change request examing committee of NDMC who shall take into account the required man hours and the level of development and its corresponding cost based on the NICSI rates for any enhancement / additional features.

**6.56.** As per CVC guidelines the successful bidder has to submit the signed Integrity Pact with NDMC.

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**ANNEXURE-I**

**FINANCIAL/PRICE BID SCHEDULE**

**(Commercial/Financial Bid Format to be submitted online through e Tendering Portal only)**

Item (1)	Qty.(2)	(Unit) (3)	Unit Rate (X) (in Rs.) (4)	Total Amount (in Rs.) (5) Column (2) Multiplied by Column(4)
Design, Development, Customization, Configuration, Cloud Hosting & Maintenance of Mobile App for Monitoring of NDMC Civic Services, Public Grievance Redressal and Integration with existing NDMC Call Center AND CRM on Monthly License Fee basis based on Software as a Service (SAAS) for a period of Five (05) years for 750 Users.	750	Monthly License Fee Per user per month		
<b>Total Amount (All Taxes/Service Tax/levies Including as applicable)</b>				

**Note:**

1. While quoting the financial bid, the bidder is advised to take into account the instructions in CHAPTER-VI-Payment Terms and illustration given in ANNEXURE-II

2. The Lowest Price Bid (L-1 Bidder) shall be declared as lowest bid for consideration of award of work which shall be computed as : (x) X 750 X 60 months = Total license fee for Five (05) years with a pack of 750 users.

**Authorized Signature**

**Name and Designation of Signatory:**

**Name of Firm:**

**Address:**

**ANNEXURE-II**

ILLUSTRATION FOR CALCULATION FOR PAYMENT, IF MONTHLY USER NUMBERS INCREASE ABOVE 750, THEN MONTHLY LICENSES FEE PAYABLE BY NDMC ON THE PER USER PER MONTH LICENSES FEE SHALL BE AS PER FOLLOWING METHOD:

S. No.	Description	Discount on the per user per month licenses fee quoted by bidder (X amount) in Price Bid Schedule as per the ANNEXURE-I	Rate/licenses fee payable per user per month
a)	Monthly User numbers up to 750	NIL	Shall be as quoted by the bidder in the price bid schedule for per user per month charges (X) say Rs 200 for illustration purpose
b)	Monthly User numbers: 751-1000	20%	For First 750 user base charges will be Rs 200/per user For users from 751-1000 per user per month charge will be Rs.160/-
c)	Monthly User numbers above: 1000	30%	For First 750 user base: Rs 200/per user For users from 751-1000 per user per month

			charge will be Rs.160/-  For user base exceeding 1000 numbers the per user per month charge will be Rs 140/-
--	--	--	--

**Further Illustration:**

CASE 1-If firm activates 760 licenses, then NDMC shall pay monthly licenses fee-  $750 * @200 = \text{Rs } 1,50,000$  **Plus**  $10 * 160 = \text{Rs.}1600/-$   
GRAND TOTTAL= Rs. 1,51,600/-Per Month

CASE2- If firm activates 1100 licenses, then NDMC shall pay monthly licenses fee-  
 $750 * @200 = \text{Rs } 1,50,000$  **PLUS**  $250 * 160 = \text{Rs } 40,000/-$   $100 * 140 = 1400$   
GRAND TOTAL : 1,91, 400/- Per month

**Note:** -The above calculation (Mentioned in ANNEXURE-II) is ONLY example to understand the calculation for payment of monthly licenses fee per user per month and monthly licenses fee payable for a given user base . The actual payment shall be as per the applicable monthly license fee per user and will be calculated on the basis actual activated users in a given month.

**CONTRACT AGREEMENT**

This Agreement is made on this between M/s **Firm name.....** having its registered office at **Address of the Firm** through its **Designated Officer 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 of **Design, Development, Customization, Configuration, Cloud Hosting & Maintenance of Mobile App solution for Monitoring of NDMC Civic Services, Public Grievance Redressal and Integration with existing NDMC Call Center AND CRM on Monthly License Fee basis based on Software as a Service (SAAS) for a period of Five (05) years** 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 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 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/services 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 /services 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 services 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/service 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/services 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.
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.

In witness whereof the parties have hereinto set and subscribed the hands and seals on the date, month and year first above written.

For and on behalf of Council  
Director (IT)

Witness: For and on behalf of Tenderer / Quotation Firm

- 1.
- 2.

Signature and Capacity with Seal

**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 acting through Shri \_\_\_\_\_, The director (hereinafter called the "Principal/Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of 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 Principal/Owner proposes to procure (Name of work..... ) 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 Principal/Owner 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 Principal/Owner to procure the desired said work/ Services/ Stores / Equipments 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 Principal/Owner 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:

### **Commitments of the Principal/Owner**

1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour 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 Principal/Owner 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 Principal/Owner 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.

2. 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.

### **Commitments of Bidder(s)/Contractor(s)**

3. 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:

3.1 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 Principal/Owner, 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.

3.2 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 Principal/Owner 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.

3.3 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.

3.4 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.

3.5 **Deleted.**

3.6 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.

3.7 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.

3.8 The Bidder(s)/Contractor(s) will not accept any advantage in exchange

for any corrupt practice, unfair means, and illegal activities.

3.9 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 Principal/Owner as part business relationship regarding plans, technical tenders 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.

3.10 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 principal/owner or to IEMs so appointed by NDMC.

3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 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 Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner 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.

3.13 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 Principal/Owner.

#### **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 form the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Deleted.**

#### **6. Sanctions for Violations**

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: -
- 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 Principal/Owner, along with interest.
  - 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 Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).
  - 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 Principal/Owner & IEMs, the period of debar can be reviewed.
  - 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.
  - 6.In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
  - 7.Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (8) 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.

6.3 The decision of the Principal/Owner 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 / Gurantee (after the contract is signed) shall stand forfeited and the Principal/Owner 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 Principal/Owner, 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) form a country other than India with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) form the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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.

## **7. Fall Clause: Deleted**

## **8. Independent External Monitors**

8.1 The Principal/Owner 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.

8.2 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.

- 8.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings
- 8.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.
- 8.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner 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.
- 8.7 The Principal/Owner 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
- 8.8 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 Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit tenders for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner 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

## **10. Law and Place of Jurisdiction**

**11. Other Legal Actions**

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

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.

**12. Validity**

12.1 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.

12.2 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.

13 The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_  
Principal/Owner  
Bidder(s)/Contractor(s)  
Chief Executive Officer  
Name of the Officer,  
Designation

**New Delhi Municipal Council**

Witness  
1. \_\_\_\_\_

Witness  
1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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

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

1. In consideration of the New Delhi Municipal Council, 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 fulfillment 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, or till 66 months from the date of execution of agreement 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.
9. The BG shall be extended in case the NDMC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.
10. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMC reserves the rights to terminate the contract, and forfeit the BG.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

For \_\_\_\_\_



(Indicate name of Bank)

**Format 1: Technical Bid Form**

**(To be submitted on letterhead of the Bidder)**

**To**

**Ref: Proposal for Design, Development, Customization, Configuration, Cloud Hosting & Maintenance of Mobile App solution for Monitoring of NDMC Civic Services, Public Grievance Redressal and Integration with existing NDMC Call Center AND CRM on Monthly License Fee basis based on Software as a Service (SAAS) for a period of Five (05) years**

Date for opening tender bid on .....

Dear Sir,

1. Having examined the tender document of Providing Cloud based Mobile app solutions for monitoring civic activities based on SaaS ( Software as a Services ) as detailed in the tender document, Terms & Conditions and scope of procurement, Specifications etc., and having understood the provisions and requirements relating to the procurement and all other factors governing the tender, We hereby submit our offer for the tender document Providing Cloud based mobile application based on SaaS ( Software as a Services ), in accordance with terms and conditions and confirm our acceptance to execute the order within the time period specified in the tender document, at the rates quoted by us in the accompanying financial Bid.

2. We accept the Tender document and if we fail to complete the delivery as per the order, we agree that, NDMC shall have full authority to forfeit the earnest money/Performance Security and cancel our order with no obligation on their part.

3. We confirm having deposited earnest money of INR of Rs one lakh /- (INR ONE LAKH only) with hard copy of document submission on or before the submission date and time in NDMC . Scan copy of EMD also submitted online also with other technical document

4. We further confirm that –

We have successfully executed orders of similar nature of work and we have sufficient experience and financial strength in handling orders of this value.

We have sufficient qualified manpower and necessary expertise/materials and after sales support to execute the order efficiently in the specified time scheduleThe quoted rates shall be valid for 90 days from the date of submission of the bid.

We further confirm that all contents of the tender document have been read, understood and signed and there is no deviation/discrepancy.

Signature of the Bidder

(To be submitted on letterhead of the Bidder)

<b>TECHNICAL PROPOSAL SUBMISSION FORM</b>		
<b>Section 1: Organizational Details/Personal details</b>		
1.1 Name of the Firm/ Organization/ Individual		
1.2 Address of the Head Office:		
1.3 Address of the Project Offices:		
1.4 Telephone, Fax and Email details		
1.5 Name and Designation of the Authorized Representative of the renderer to whom all the references shall be made :		
1.6 Address, phone, fax and email of the Authorized Representative		
<b>Section 2: Subject Area</b>	<b>Reference page</b>	
2.1 Area of Expertise:		
<b>Section 3: Registration Details</b>	<b>Reference page</b>	
3.1 Registration no. and date:		

3.2 PAN/TAN card number details		
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3.3 Service tax registration		
3.4 Any other registration		
<b>Section 4: Experience &amp; Profile</b>		
4.1 Summary of similar projects executed successfully in the past years; focusing on brief descriptions of assignments and experience in similar conditions.		
(i) Project title		
(ii) Total Cost		
(iii) Implementing partners (if any)		
(iv) Project duration		
(v) Client Name		
(vi) Project brief		
4.2 Experience in Mobile Based Software Applications Development		
<b>Section 6: Earnest money deposit (Bid Security) and validity</b>		
6.1 Validity of Offer (not less than 90 days)		
6.2 Details of Earnest money deposit		
(i) Amount of DD/BC		
(ii) DD/BC number		
(iii) Issue Date		
(iv) Name of the Issuing Bank		
(v) Name of the Issuing Branch		

Signature of the Bidder With stamp and date

### Format 3: Project Experience

(To be submitted on letterhead of customer separately for every similar kind of project)

General Information		
1	Customer Name/Government Department for which project executed	
2	Name of the Contact Person and Contact details including email-id.	
Brief Description of scope of Project		
3	Contract Value of the project (in Lakh)	
4	Total cost of the services provided (by the Bidder)	
Project Details		
5	Name of the project	
6	Start Date/End Date	
7	Date of Go-Live	
8	Current Status (work in progress, completed)	
9	Contract Tenure	
10	Brief Scope of Work	

Please submit the documentary proof w.r.t. to work order and satisfactory completion report.

**Format-4 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**

**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,

<b>Name:</b>	
<b>Address:</b>	
<b>In the capacity of:</b>	
<b>Signed:</b>	
<b>Date:</b>	
<b>Place:</b>	
<b>Seal of the Organization:</b>	



## Technical Bid Evaluation indicative Checklist

### Part – A: Authorization / Undertaking / Declarations

specific Requirements	Table of content with Page No. (to be filled by bidder)
The Bidder should deposit EMD physical copy with NDMC before last date of bid and upload the same along with the Technical bid.	
Bidder’s Authorization Certificate	
Self-Declaration – No Blacklisting	
Technical Bid Submission Sheet	

### 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 along with turnover	
2.	Certifications	Company Registration	
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.	