

Delhi Development Authority
[Systems Department]
Vikas Sadan, INA, New Delhi 110 023

No. F6[11]2017/SYS/

Serial No. _____

Dated: 2018

M/s. _____

Subject : **e-Tender For Selection of an agency for providing Mobile based and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model)**

Enclosures:

- | | | |
|-----|---|---------------|
| 1. | Scope of work | Annexure I |
| 2. | Draft of Agreement | Annexure II |
| 3. | Draft of Indemnity Bond | Annexure III |
| 4. | Firm's Description | Annexure IV |
| 5. | Projects Undertaken | Annexure V |
| 6. | CV's of Personnel who will work for the project and will be deployed in DDA | Annexure VI |
| 7. | List of deliverables | Annexure VII |
| 8. | Format for the Quote | Annexure VIII |
| 9. | General Instructions to Bidders | Annexure IX |
| 10. | Instructions for online Bid Submission | Annexure X |
| 11. | Tender Acceptance Letter | Annexure XI |

(Tenderers are required to participate as per e-Tendering procedure of DDA)

IMPORTANT DATES:

Document download start	date & time	18/07/2018	3:30 PM
Pre Bid meeting and Presentation by DDA (Conference Hall DDA, Vikas Sadan, INA)	date & time	02/08/2018	11:00AM
Document download end	date & time	09/08/2018	3:30 PM
Bid submission end	date & time	09/08/2018	3:30 PM
Technical Bid opening	date & time	10/8/2018	3:30 PM

e-Tenders are invited at <http://eprocure.gov.in/eprocure/app>, for Selection of an agency for providing Mobile based and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model) as per the requirements described in Scope of work given in Annexure-I. The terms and conditions shall be as under:-

Tenderers are required to deposit e-Tender annual charges amounting Rs.20,000/-, tender fee amounting Rs.590/- and EMD amounting Rs.50,000/- through separate transactions with RTGS/NEFT in the account of Sr. A.O. Cash Main, D.D.A having account No.1014042405 with Central Bank of India, Vikas Sadan, I.N.A. branch, New Delhi (IFSC Code CBIN0282695). The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer by the prescribed date. The Commissioner(Systems) will get tender fee, e-Tender annual charges and EMD verified from Sr. A.O Cash Main on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened. Tenders not accompanied with tender fee, e-Tender annual charges or EMD shall not be considered. Relaxations be given to the bidders registered under MSME for not submitting EMD and tender document fee on submitting an MSME certificate as per government of India guidelines.

1. Tenderers **must read complete tender document** before filling bids. Many important terms and conditions are given in draft of agreement (Annexure-II) and other Annexures, to avoid duplication, which may effect your costing and execution of contract.
2. **The technical Bids shall be opened online** in the presence of a committee or their representatives by authorized bid openers. Price Bids of only those tenderers shall be opened whose technical bids qualify. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
3. The Tenderer should furnish Earnest Money in the form of NEFT/RTGS. The amount will be retained by DDA as part of security deposit, in case tender is accepted, otherwise it will be refunded. However no interest shall be payable on the earnest money.
4. The tender shall be submitted online in two parts, viz., technical bid and price bid.

Technical Bid

The Tenderers are required to furnish following documents in technical bid:-

- i) Scanned Copy of Memorandum & Article of Association of the company.
- ii) Scanned Copy of CMMi3 Level Certification.
- iii) Scanned Copy of Proforma of firm's / Co's description (Annexure-IV).
- iv) Scanned Copy of Details of the firm's / Company's experience in the field of application software development and maintenance (Annexure-V).

- v) Scanned Copy of details of the CVs of the officers / officials who may be deputed for the project.
- vi) Scanned Copy of Audited balance sheets for preceding 3 years i.e. 2014-2015, 2015-2016 and 2016-2017.
- vii) Scanned copy of the certificates for satisfactory services from the Government Organizations, Public Sector Undertakings, reputed Private Companies where software development including mobile and web enabled application and facility maintenance services were provided in last three years with name, designation and telephone numbers of the contact person.
- viii) Scanned Copy of reference of RTGS/NEFT(Tender fee, e-Tender annual charges & EMD)
- ix) Scanned Copy of Tender Acceptance Letter (Annexure-XI).

Any tender found lacking with respect to the necessary information and /or documents and/or Tender fee and/or e-Tender Annual charges and/or Earnest Money with the Technical bid will not be considered.

Price Bid

Schedule of price bid in the form of BoQ_XXXXX.xls

The Tenderers shall submit the financial bid as provided in BoQ_XXXXX.xls along with this tender document. **Bidders are advised to download and quote rates and upload in the site at the respective location. Quoted rates must be inclusive of all taxes and duties applicable.** In case taxes/duties are levied after the award of work and during the period of contract then it shall not be payable by DDA. However, all applicable deductions on account of taxes and duties etc shall be made by DDA. **Bidders are requested to quote in BoQ1.**

5. The parties desirous of bidding may seek further clarification during pre-bid meeting. Annexure-I (scope of work) is about the description for providing Mobile based and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model).
6. The Tenderers shall furnish the documentary proof of their technical capability to undertake the job for providing Mobile based and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model).
7. Once the Technical bids of the tenderers are opened, the committee constituted for the purpose of evaluation of tenders will evaluate and may prepare a shortlist of the tenderers found suitable based on the technical bids. The shortlisted tenderers will be required to give a presentation of their technical capabilities, experience of handling similar assignments, the technical manpower & the infrastructure available with them. The Committee, after viewing the presentation of the tenderers, will finally shortlist the tenders according to the capabilities, skills and will open the financial bids of only the finally shortlisted tenderers.

8. The decision arrived at for finally short-listing the tenderers by the tender Committee and the Principal Commissioner (Systems) shall be final and binding upon all the tenderers.
9. Principal Commissioner(Systems), DDA shall have the right to reject all or any of the tenders including the lowest tender without assigning any reason whatsoever.
10. Once the quotation of the Tenderer is accepted and the acceptance is communicated to the Tenderer, the Tenderer shall present itself in the office of the DDA and shall execute an agreement within 7 days, as per Annexure II appended herewith, and shall furnish a demand draft of the amount equivalent to 5% of the contractual amount of the work as security deposit after adjusting the earnest money and shall also furnish a Bank Guarantee of the amount equivalent to 10% of the contractual amount of the work as Performance Bank Guarantee. The Performance Bank Guarantee shall be valid till the expiry of three months after the completion of the contract. The Performance Bank Guarantee will be invoked by DDA in case the performance of the vendor is not found satisfactory during the period of the contract.
11. If the tenderer, whose tender is accepted does not furnish the security deposit and Performance Bank Guarantee and does not execute the agreement within the prescribed time, the entire earnest money shall stand forfeited.
12. Initially the assignment shall be for a period of one year and it may be extended for the second & third years at the discretion of DDA, if the services of the tenderer are found satisfactory, at the same rate and same terms and conditions excluding one time set up and configuration charges for Mobile based and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model) which will be paid once in the first year only.
13. The tenderer shall submit the plan of action, name of the Project Manager/ Project Leader and the team with their designations and roles to carry out the work immediately after the signing of the agreement.
14. The tenderer shall start the work from the day the agreement is signed.
15. The tenderer shall be provided with adequate office space with electricity (without air conditioning) with minimal furniture for its operations. DDA shall not provide any telephone connection or almirah or conveyance. All the officials deputed by the vendor shall be paid the salaries, travel allowances etc. by the tenderer and the officials shall continue to be employees of the tenderer even after expiry of the assignment and DDA shall have no liability whatsoever, in this regards.
16. The material if any is required to be brought to or removed from DDA premises by the tenderer shall be brought/removed only on working days as per DDA's calendar. A list of the material brought/removed shall be provided to the Dy.

Director, Nodal Officer coordinating the operations of the tenderer and the gate pass shall be issued by him/her for removal.

17. If the tenderer finds any hindrance in the start of the work so as to necessitate an extension of time allowed in the tender, the tenderer shall apply in writing to Principal Commissioner(Systems) who may grant the same in writing, if reasonable and satisfactory cause is shown. The extension can be granted by the Principal Commissioner(Systems) in his absolute discretion and if he finds the cause shown as genuine and sufficient.

18. **Eligibility Criteria of Tenderer:**

- a) The Tenderer must have had an average turnover of more than Rs.75 lakhs during previous three years i.e. 2014-2015, 2015-2016 and 2016-2017.
- b) Tenderer must have valid CMMi3 Level Certification (Proof to be attached with the Technical proposal).

19. **PAYMENT TERMS :**

- a) The agency shall be paid payment of one time setup and configuration charges after the successful commissioning of the project.
- b) The agency shall be paid for User License on a quarterly basis after the completion of a particular quarter. Within the first 30 days of activation, the user charges shall be paid on prorata basis and after 30 days of activation, DDA will pay minimum of 150 DDA users. The payment shall be made after receiving the invoice and submission of quarterly data to DDA in readable format by the selected agency.
- c) The agency shall be paid for dedicated man power on quarterly basis after receiving the invoice.
- d) DDA user will be counted on the basis of number of mobile application uploaded on mobile phones and activated by the mobile authentication process. One user will have only one authenticated and activated application for example; 150 activated applications would mean 150 mobile applications uploaded and activated on 150 smart phones.

20. **PENALTY CLAUSE:**

- i. In case the Agency fails to adhere to the time frame for starting the work as per the schedule, it shall pay as liquidated damages and not by way of penalty, an amount equal to 1% (one) of the total contractual amount of work for one year or lesser amount as the Principal Commissioner(Systems) may decide for every day's delay in start/taking over of the work. The decision of the Principal Commissioner(Systems)

shall be final and binding unless reasonable grounds are shown in writing during the weekly review meetings.

- ii. In case Mobile based and Web enabled Online Public Grievances & Redressal System Application Software for DDA (SAAS Model) provided by the agency come to standstill due to failure on any account, and does not get resolved by next working day then a penalty equivalent to Rs.25/- per user per day shall be deducted for the loss of each day.
 - iii. In case the Agency is not able to depute the manpower of the skill and experience as required for smooth handling of the project then the Agency shall also pay penalty for delay in services @ Rs.1000/- per person per day of the delay.
 - iv. In case the performance of the Agency is not found satisfactory during the period of contract, Performance Bank Guarantee will be invoked by DDA. Principal Commissioner(Systems), DDA shall have the right to invoke Performance Bank Guarantee anytime. The Agency shall have no claim for any compensation or any loss on this account.
 - v. In case of breach of Contract/Agreement Performance Bank Guarantee will be invoked by DDA. Principal Commissioner(Systems), DDA shall have the right to invoke Performance Bank Guarantee anytime. The Agency shall have no claim for any compensation or any loss on this account.
- 21. That the Agency shall be free to discuss the issues, if any, with Commissioner(SA&GR) and Principal Commissioner(Systems) with prior appointment.
 - 22. That the Agency shall not sub-let/sub-contract in part, or in full after getting the work order. In the event of the Agency subletting the work/sub-contracting in part or full after the award of the work then the Agency shall be considered to have thereby committed a breach of agreement and DDA shall have right to cancel the contract.
 - 23. That the Agency shall provide an Indemnity Bond duly signed by an authorized office bearer of the Agency to indemnify DDA against violation of the Copyright Act to meet the requirements and schedules by the personnel of the Agency during the period of the agreement.
 - 24. That the Agency shall provide upto date documentation/manuals for the application at the start of the project.
 - 25. That the Agency shall on completion of the assignment provide all the data to DDA in readable format.

26. That this agreement can be terminated on giving 15 days written notice in advance by either party but the Agency shall be bound to provide services to DDA for one month from the date of the notice to ensure smooth handing over to DDA or any other agency appointed by DDA.
27. In case of any dispute arising out of or relating to the terms and conditions of this agreement during the subsistence of the agreement or completion of the assignment or abandonment, the decision of Vice Chairman, DDA or any other Officer authorized by him shall be final and binding. All the litigation and proceedings, if arises at any time should be subject to jurisdiction of Delhi/New Delhi Courts.

IMPORTANT NOTE:

- 1) Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at **Annexure-X regarding 'Instructions for online Bid Submission'**.
- 2) Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
- 3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

Director(Systems)

SCOPE OF WORK OF e-Tender For Selection of an Agency for providing Mobile based and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model)

In order to provide better services to the citizen of Delhi, DDA is using an online geo-tagged mobile and web enabled application software for grievance Redressal and monitoring. The selected vendor will study this application to have basic idea of the features existing in the app being used by DDA at present and will further customize/develop the application as per DDA's requirements and will get it tested from SA&GR Deptt. before making it live for the general public.

The agency will customize / develop the application as per DDA's requirements and will get it tested from SA&GR deptt before making it live for the general public.

DDA shall not provide any software or hardware for customization and development and hosting of the application will also be done by the agency at its own servers/clouds/data centre for providing the services to DDA upto the end of the contract.

The Public Grievances department basically deals with all types of DDA related general public Grievances. The Primary work of the department is to collect the Grievances and send it to concerned department and monitor the status of its resolutions.

Scope of work is as under :-

1. **Brief description** of the mobile and web enabled application software to be provided as service by the agency are :-

Sr. No.	Requirement Description
i.	The system should provide open channels of communication allowing the public to lodge geo-tagged complaints along with the facility to upload photos.
ii.	The system should be able to generate an acknowledgement having a unique reference number against Grievance.
iii.	The system shall be able to forward grievance to concerned Level one officer. System should also have the facility to direct a grievance to multiple departments (designated departmental officers).
iv.	If grievance pertains to the concerned Deptt., the officer resolves or notes the redressal steps in the system. If grievance does not pertain to his/her department, he/she forwards grievance to concerned department/Departments Level 1 officer.
v.	The system should make a provision to allow the Level1 officer to forward the case to highest level officers for resolution.

vi.	System at all the stages will provide the details of status of Grievance. The real time status of complaint resolution will be notified to the complainants, who could also give their comments/feedback on it.
vii.	The system should maintain records of updated status of grievance/query and generate a trail of ATRs by DDA officers and both the department as well as the complainant shall be able to track the same.
viii.	The system shall maintain the details of work/application that has not been addressed within the prescribed time, number of days of delay of the grievances registered in the DDA office.
ix.	The system should maintain a list of disposals made by departments.
x.	The System should have an option for flagging important records.
xi.	System should have reminder facilities for pending / prioritized grievances.
xii.	System should have a facility to communicate with more than one department for solution of any grievance.
xiii.	The system shall be able to prioritize/categorize the grievances depending upon the source.
xiv.	<p>The system should also have following provisions : -</p> <ul style="list-style-type: none"> • To submit the location of the site, selfie along with a brief description of the issue being dealt by Officers/Officials who are required to go to field inspections. • System should allow such Officers/Officials to save the draft in case of no/slow internet connectivity for uploading the same later on. • Reports submitted by field inspecting Officers are to be made available to be seen by themselves and the officers to whom they are reporting and other Officers who have been given privilege to view their reports. • For marking the attendance of the Officers/Officials acquiring GPS location and the same are to be made available to be seen both by DDA Officers/Officials and other Officers who have been given privilege to view attendance details. • Bookmark for quick reference by a particular Officer. • Update the leave status by a particular Officer and during that period, automatic assignment of references to the linked Officers. • Write a note on the concerned reference for view by the senior Officers. • Track/view the references disposed/on hold/where no action is required/does not pertain to DDA/pending depending on various parameters. • Provision to bulk update specific issues.

	<ul style="list-style-type: none"> • Email alerts to all concerned. • Status updates of grievances across all channels. • System shall provide dashboard at each login users. • Privilege for Admin: <ul style="list-style-type: none"> ○ To manage User Hierarchy, Accounts. ○ Filter Report Generation. ○ User Login Activity Report. ○ Provision to auto-assign and manually re-assign service requests. ○ Provision to add comments. ○ messaging between admins. ○ Report of all master data. • Use of Google or any open platform map to show walking path while on inspection. • App should be bilingual(Englis/Hindi), responsive, dynamic, online support on mobile phones and tablets with O/s such as Android, iOS and Windows including future versions.
xv.	<p>The system shall generate various reports including MIS reports as desired by the SA&GR department:</p> <ul style="list-style-type: none"> • Based on the channel of grievance, source of grievance, type of grievance, Deptt. to which grievances pertain, Period from and to during which grievances have been received, Grievances marked to Officers, Grievances marked by Officers Status of the grievances(closed/replied/pending/On hold/any other during a particular period, any other parameter. • Print trail of ATRs. • Excel or CSV reports auto-emailed to admin(s).
xvi.	<p>Call centre Software :-</p> <ul style="list-style-type: none"> • A call centre for receiving the grievances is in place in DDA. As soon as a complaint is received at the call centre(on phone), the system should have provision so that it gets registered and integrated with mobile app and routed through the mobile app to the respective Officer/Officers of the concerned department for further action. • Various MIS reports and monitoring systems. • CRM module to be developed for registering complaints from various sources i.e. through Citizen Application, Web Application, Twitter, Facebook, telephone and social media etc. and CRM must be integrated with IVR(Interactive Voice Response). • CRM module should have a feature to edit the category/contents of the complaint incorrectly chosen by the complainant. • Deleted complaints should be logged and recorded separately.
xvii.	<p>Other links :- The app is required to have links to other information/applications on DDA website.</p>

Further, it is added that this list is only indicative and not exhaustive and open to other suggestions.

2. **Training**

The Agency shall provide training free of cost one day (08 hours) once per month(i.e.12 Training session per year) at central location & venue provided by Department.

3. **Manpower**

The Agency shall depute the manpower of the skill and experience as required for smooth handling of the project. Also, additional training will be provided by the manpower deputed for DDA in addition to other work assigned to them.

4. **Deliverables:**

- Selected agency is expected to deliver the mobile application on application store (Google Play, Apple and windows) and also make web enabled software live within Six weeks of receiving the work order. DDA will bear the cost of Play store subscription.
- Uptodate documentation/manuals - Two Copies on CDs and Two Printed Copies
- All the documentations be created using software like MS-Word, etc. on IBM-PC Compatibles under WINDOWS.

The above list of deliverables is indicative only and may undergo change at the time of Award of work during the project tenure.

5. **Platform:**

- Android - Display orientation Portrait or landscape both
- iOS - Display orientation Portrait or landscape both
- Windows - Display orientation Portrait or landscape both

6. The selected agency shall migrate the data of the application, which is in use in DDA at present, to the database which selected agency will be using to provide the service for Mobile based and Web enabled Online Public Grievances and Redressal System Application Software as a service for DDA (SAAS). The data for migration will be provided in readable format by the present vendor to the new vendor.

7. The selected agency shall also integrate the Web Enabled portal for STF – Enforcement drive(Samasya Nidan Sewa(SNS)) with the STF module of mobile based and Web enabled online Public Grievances & Redressal System Application software as a service for DDA (SAAS Model) services to be provided by the selected agency.

DRAFT OF AGREEMENT

This agreement is executed at New Delhi on this day of....., 2018

BETWEEN

The **Delhi Development Authority**, a body corporate constituted Under section 3 of the Delhi Development Act, 1957 (hereinafter referred to as “The Authority”) which expression shall unless the context requires another or different meaning include its successors and assigns through its Secretary of the one part.

AND

M/shaving its registered office at.....(hereinafter referred to as the ‘Agency’) which expression shall unless, the context requires another or a different meaning include its successors, heirs, legal representatives, executors, administrators and assigns of the other part.

NOW WHEREAS the Authority has decided to assign the work to this agency for Providing Mobile based and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model).

AND WHEREAS M/s. had submitted to the Authority a tender, which after negotiations by the authorized representatives of the parties hereto has been accepted by the Authority.

AND WHEREAS the Authority hereby assigns the work to this agency for providing Mobile based and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model) on the following terms and conditions:-

Now, therefore, the parties hereto agree as under:-

1. That the Agency shall complete the work of customization/commissioning with in a period of six weeks from the date of issue of work order.
2. Initially the assignment shall be for a period of one year and it may be extended for the second & third years at the discretion of DDA, if the services of the tenderer are found satisfactory, at the same rate and same terms and conditions excluding One time set up and configuration charges for Mobile based and Web enabled Online Public Grievances & Redressal System Application Software

as a service for DDA (SAAS Model) which will be paid once in the first year only.

3. That the Agency shall provide training free of cost one day (08 hours) once per month (i.e. 12 Training session per year) at central location & venue provided by Department.
4. That the Agency shall depute the manpower of the skill and experience as required for smooth handling of the project. Also, additional training will be provided by the manpower deputed for DDA in addition to other work assigned to them.
5. That the Agency shall provide the service and satisfactory performance of Mobile based and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model) on 24x7 basis without fail.
6. That the Agency shall provide free unlimited Telephone Support from 9am IST – 5pm IST during business days to public/DDA users.
7. That the Agency shall provide free unlimited Email support to public/DDA users.
8. That the Agency shall be required to bear itself all the transport expenses during customization, installation, commissioning of the project and during the currency of the contract with DDA sites in Delhi.
9. That the Agency shall be responsible for replying to queries emanating from Mobile based and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model), if any promptly and at all times.
10. That the Agency shall ensure that DDA is not dragged into any litigation arising out of disputes in services provisions.
11. That the Agency shall coordinate, interact with all the users and DDA & its representatives(consultants) for smooth implementation of the Mobile based and Web enabled Online Public Grievances & Redressal System Application Software.
12. That the Agency shall abide by the confidentiality clause of the project. The Agency shall treat all the data and information collected from the client during the project strictly confidential. The DDA is expected to do the same in respect of the Agency who will provide data.

13. **Payment Terms**

- a) The agency shall be paid payment of one time setup and configuration charges of Rs...../-(Rupeesonly) after the successful commissioning of the project after receiving the invoice.
- b) The agency shall be paid for User License on a quarterly basis after the completion of a particular quarter. Within the first 30 days of activation, the user charges shall be paid on prorata basis and after 30 days of activation, DDA will pay minimum of 150 DDA users. The payment shall be made after receiving the invoice and submission of quarterly data to DDA in readable format by the selected agency.
- c) The agency shall be paid for dedicated man power on quarterly basis after receiving the invoice.
- d) DDA user will be counted on the basis of number of mobile application uploaded on mobile phones and activated by the mobile authentication process. One user will have only one authenticated and activated application for example; 150 activated applications would mean 150 mobile applications uploaded and activated on 150 smart phones.
- e) All applicable statutory deductions such as Income Tax, Cess etc shall be made from the bill. Rates are inclusive of all taxes/duties and any other charges. However amount of various taxes included should be mentioned in the bill.

14. **PENALTY CLAUSE:**

- i. In case the Agency fails to adhere to the time frame for starting the work as per the schedule, it shall pay as liquidated damages and not by way of penalty, an amount equal to 1% (one) of the total contractual amount of work for one year or lesser amount as the Principal Commissioner(Systems) may decide for every day's delay in start/taking over of the work. The decision of the Principal Commissioner(Systems) shall be final and binding unless reasonable grounds are shown in writing during the weekly review meetings.
- ii. In case Mobile based and /Web enabled Online Public Grievances & Redressal System Application Software for DDA (SAAS Model) provided by the agency come to standstill due to failure on any account, and does not get resolved by next working day then a penalty equivalent to Rs.25/- per user per day shall be deducted for the loss of each day.
- iii. In case the Agency is not able to depute the manpower of the skill and experience as required for smooth handling of the project then the

Agency shall also pay penalty for delay in services @ Rs.1000/- per person per day of the delay.

- iv. In case the performance of the Agency is not found satisfactory during the period of contract, Performance Bank Guarantee will be invoked by DDA. Principal Commissioner(Systems), DDA shall have the right to invoke Performance Bank Guarantee anytime. The Agency shall have no claim for any compensation or any loss on this account.
 - v. In case of breach of Contract/Agreement Performance Bank Guarantee will be invoked by DDA. Principal Commissioner(Systems), DDA shall have the right to invoke Performance Bank Guarantee anytime. The Agency shall have no claim for any compensation or any loss on this account.
15. That the Agency shall be free to discuss the issues, if any, with Commissioner(SA&GR) and Principal Commissioner(Systems) with prior appointment.
 16. That the Agency shall not sub-let/sub-contract in part, or in full after getting the work order. In the event of the Agency subletting the work/sub-contracting in part or full after the award of the work then the Agency shall be considered to have thereby committed a breach of agreement and DDA shall have right to cancel the contract.
 17. That the Agency shall provide an Indemnity Bond duly signed by an authorized office bearer of the Agency to indemnify DDA against violation of the Copyright Act to meet the requirements and schedules by the personnel of the Agency during the period of the agreement.
 18. That the Agency shall provide upto date documentation/manuals for the application at the start of the project.
 19. That the Agency shall on completion of the assignment provide all the data to DDA in readable format.
 20. That this agreement can be terminated on giving 15 days written notice in advance by either party but the Agency shall be bound to provide services to DDA for one month from the date of the notice to ensure smooth handing over to DDA or any other agency appointed by DDA.
 21. The Agency will submit a performance Bank Guarantee of Rs..... (Rupees.....only) which is 10% of the Contract value. The Performance Bank Guarantee shall be valid till the expiry of three months after the completion of the contract.

22. All the terms and conditions as stated in the work order No..... dated..... shall be part and parcel of this Agreement and binding upon the Agency.
23. In case of any dispute arising out of or relating to the terms and conditions of this agreement during the subsistence of the agreement or completion of the assignment or abandonment, the decision of Vice Chairman, DDA or any other Officer authorized by him shall be final and binding. All the litigation and proceedings, if arises at any time should be subject to jurisdiction of Delhi/New Delhi Courts.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals on the date, month and year first mentioned above in the presence of following witnesses:-

Witness:-

1.

2.

For and on behalf of
(M/s.....)

Witness:-

1.

2.

For and on behalf of
Delhi Development Authority

DRAFT OF INDEMNITY BOND

THIS BOND is made on this day of, 2018 by M/s..... through Sh..... duly authorised representative of the (hereinafter referred to as which expression shall unless context requires different or another meaning, include its successors, administrators and assigns) in favour of the Delhi Development Authority, a body corporate constituted under Section 3 of Delhi Development Act, 1957 (hereinafter called "The Authority" which expression shall include its successors and assigns).

WHEREAS..... has entered into an agreement executed on, 2018 with the Authority (hereinafter referred to as "The said Agreement") for the use of Mobile based and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model).

AND WHEREAS according to clause 17 of the said Agreement dated..... M/s..... has to indemnify the DDA against any loss or damage that DDA may sustain on account of infringement of Copyright Act or any other law for the time being in force with respect to Application software used, developed, modified, supplied to, or usage thereof by DDA or on any account as aforesaid.

Now therefore, in consideration of the said Agreement, the executant..... hereby undertakes to indemnify DDA and shall always keep it indemnified against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against it for the usage of the application softwares maintained, developed, and the software packages/tools used or supplied/used including infringement of any provisions of the Copyright Act 1957, or any law or statute for the time being in force, on account of sale, supply and usage of the Application softwares by DDA etc.

Now, therefore, in witness thereof the executant Company has set its hand through its authorized representative on the day, month and the year first mentioned herein above.

EXECUTANT
For M/s
Authorised representative

Witness:

- 1.
- 2.

FIRM'S DESCRIPTION

1. Name of the Firm
2. Year Established
3. Office Address
4. Tel No.
5. Fax No.
6. Email Address
7. Telex No.
8. Cable Address if any
- 9 Sector in which firm has provided Software development including Mobile and Web enabled Application Software & Facility management services during previous year
- 10 No. of full time personnel :
 - a) Project Leader
 - b) Database Administrator
 - c) System administrator
 - d) Software engineer/consultant
11. Annual turnover for the financial years 2014-2015, 2015-2016 and 2016-2017.
12. PAN is to be quoted.
13. Copies of Audited Balance Sheets attached

As of this date the information furnished in all parts of this form is correct to the best of my knowledge.

(Name & Designation
of the person signing)

(Signature)
seal

(Date)

ANNEXURE-V

PROJECTS UNDERTAKEN

(INDICATE PROJECTS RELATING TO SOFTWARE DEVELOPMENT **INCLUDING MOBILE BASED AND WEB ENABLED APPLICATION** AND SOFTWARE MAINTENANCE ONLY WITH A SEPARATE SHEET FOR EACH PROJECT)

Name & Address of the client	Consultancy provided as i Main consultant ii Associate Consultant iii Joint Consultant
Title of consulting service provided	Start Date Completion Date
No. of professional man-months of Services provided for the project	approx. value of services
Type of Services Provided for the Computerisation	
Application System Developed & Implemented and maintained under facility management	I ii iii iv v
Software Tools High Level Lang/ RDBMS used for Development	I ii iii iv
Operating System for which application implemented	I ii iii
Specify any special features of the Project	
Specify whether any termination of Contract or litigation or arbitrations was involved.	
Name and Designation of the Contact Person Contact Telephone No. Email Id.	Fax No.

ANNEXURE-VI

CURRICULUM VITAE OF PROFESSIONAL IN THE FULL TIME EMPLOYMENT OF THE TENDERER WHO WILL WORK FOR THE PROJECT AND ALSO OF THE PERSON WHO WILL BE DEPLOYED FOR SMOOTH HANDLING OF THE PROJECT

(Software Engineers)

(Use Separate Sheet for each Personnel)

Name of the Personnel :

Designation :

Qualifications :

Experience in no. of years
With similar roles as defined
in the scope of work :

No. of years with tenderer :

Description of Computerisation :
Projects handled with his role
and the software development
including mobile based and web
enabled software tools, RDBMS,
front end tools used.

ANNEXURE-VII

LIST OF DELIVERABLES AND NUMBER OF COPIES REQUIRED TO BE SUBMITTED BY THE TENDERER FOR THE PROJECT.

<u>Ref. No.</u>	<u>Details of the Deliverables</u>	<u>No. of copies required</u>
1.	At the start of the Project	
	Uptodate documentation/manuals for the application at the start of the project.	Two Copies on CDs & Two Printed Copies
2.	On Completion of the Contract	
	All the data to DDA in readable format	Two Copies on CDs & Two Printed Copies

All the documentations be created using software like MS-Word, etc. readable on IBM-PC Compatibles under WINDOWS.

The above list of deliverables is indicative only and may undergo change at the time of Award of work during the project tenure.

Quote Format-BoQ

BoQ1

Sr.No.	Description	Rates in Rs.
1.	One Time setup & configuration charges for Mobilebased and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model)	
2.	DDA User Fees per user to use the software (Minimum 150 Users)	
3.	DDA User Fees per user to use the software (after 150 Users)	
4.	One(1) Dedicated Man Power Full Time at DDA office premises competent to handle the project smoothly and provide training to DDA Users(officers/officials).	

Above quoted amount is inclusive of all taxes and duties applicable. In case taxes/duties are levied after the award of work and during the period of contract then it shall not be payable by DDA. However all applicable deductions on account of taxes and duties etc shall be made by DDA.

Bidders are requested to quote in BoQ1.

(Name & Designation
of the person signing)

(Signature)
with seal

(Date)

Note: Same is provided in .xls format along with this tender document. Bidders are advised to download and quote rates and upload in the site at the respective location.

ANNEXURE-IX

General Instructions to bidder

The Director (Systems) on behalf of Delhi Development Authority invites online tenders from firm/ contractor of repute in two bid system for the following work:

S.No.	REFERENCE No.	Name of Work & Location	Earnes t Money	Last Date & time of submission of on-line tender	Time & date of Opening of Technical bid
1	2	3	4	5	6
1	No. F6[11]2017/SYS/	e-Tender For Selection of an Agency for providing Mobile based and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model)	Rs.50,000/-	03:30 PM on 09/08/2018	3:30 PM on 10/08/2018

1. The tender document consisting of eligibility criteria, scope of work, and other details to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen from website <http://eprocure.gov.in/eprocure/app> or www.dda.org.in free of cost.

Intending agencies/tenderers need to register themselves on the e-Tendering Website <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at Annexure-X regarding '**Instructions for online Bid Submission**'. For any further clarification Contact on 24x7 Help Desk - Toll Free No. **0120-4200462** , **0120-4001002** , **0120-4001005** or send a mail over to – cppp-nic@nic.in and support-eproc@nic.in .

If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-II or class-III digital signature to submit the bid.

2. Earnest money, tender fee and e-Tender annual charges shall be deposited through RTGS/NEFT in the account of Sr. A.O. Cash Main, D.D.A having account No. 1014042405 with Central Bank of India, Vikas Sadan, I.N.A. Branch, New Delhi (IFSC Code CBIN0282695). The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer at Central Public Procurement Portal

(<http://eprocure.gov.in/eprocure/app>) by the prescribed date. The Director (Systems) will get tender fee, earnest money and e-Tender annual charges verified from Sr. A.O. Cash Main based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.

Earnest money, tender fee and e-Tender annual charges have to be deposited through separate transaction.

- I. Tender fee : Rs.590/- (to be deposited through RTGS/NEFT in the account of the Sr.A.O Cash (Main) as mentioned above.
 - II. The unique transaction reference of RTGS/NEFT against EMD, Tender fee and e-Tender annual charges shall be placed online at respective location before bid submission closing date & time.
3. Bidders registered in Contractor's Registration Board(CRB) of DDA are required to pay the e-Tendering annual charges as under :

S.No	Class of Contractor	Amount to be paid p.a.
1	Class-I	Rs. 20,000
2	Class-II	Rs. 16,000
3	Class-III	Rs. 14,000
4	Class-IV	Rs. 10,000
5	Class-V	Rs. 6,000

The bidders who are not registered in DDA and wish to bid in DDA tenders are required to pay annual charge of e-Tendering of Rs. 20,000/-.

4. Proof of registration (if applicable) and the proof of payment i.e., RTGS/NEFT number and its scan copy is to be uploaded in the technical bid.
5. Online tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Tender fee, Registration Fee/e-Tender annual charges and other documents placed in the specified location are found in order.

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-Tender portal is a prerequisite for e-Tendering.
- 2) Bidder should do the enrollment in the e-Procurement site using the “**Online Bidder Enrollment**” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site thro’ their user ID/password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/SmartCard, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained through Help desk. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.

- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee, EMD and e-Tender annual charges as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE, EMD and e-Tender annual charges as applicable and enter details of the instruments.
- 19) The details of payments made through RTGS/NEFT should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 23) The bidders are requested to submit the bids through online e-Tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 25) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow this time during bid submission.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 28) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 29) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 30) For any queries regarding e-Tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: **0120-4200462** , **0120-4001002**, **0120-4001005** or send a mail over to – cppp-nic@nic.in and support-eproc@nic.in.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

ANNEXURE -XI

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

DELHI DEVELOPMENT AUTHORITY

Director(Systems) on behalf of Delhi Development Authority invites e-Tender for Selection of an agency for providing Mobile based and Web enabled Online Public Grievances & Redressal System Application Software as a service for DDA (SAAS Model) in two bid system from the specialized Agencies/Firms (CMMi3 certified).

Earnest Money Rs.50,000/-
Cost of Tender Document Rs.590/-

Scope of work as detailed in tender document.

The tender document consisting of eligibility criteria, scope of work and other details alongwith other necessary documents are available at DDA's website www.dda.org.in and at CPP portal of NIC at URL <http://eprocure.gov.in/eprocure/app>.

Various important dates are as follows:

Document download start:-	date & time	18/07/2018	3:30 PM
Pre-bid meeting & presentation by DDA: (Systems Department , B-block , 1 st floor, Vikas Sadan , INA, New Delhi-110023)	date & time	02/08/2018	11.00 AM
Document download end:-	date & time	09/08/2018	3:30 PM
Submission of Technical & Financial Bids ends:-	date & time	09/08/2018	3:30 PM
Technical Bid opening:-	date & time	10/08/2018	3:30 PM

For any clarification may contact at Ph. 24694157 or . **0120-4200462** , **0120-4001002** , **0120-4001005**

Please visit DDA's website at www.dda.org.in or dial 1800110332