- REQUEST FOR PROPOSAL -

Selection of Software Development Agency for

Master Plan Delhi 2021 Review Suggestion Management System

(MPD-2021 RSMS) through Website

for



Delhi Development Authority

Version 1.1

Dated: April 24, 2012

Prepared by -



Telecommunications Consultants India Ltd.

(A Govt. of India Enterprise)
Information Technology Division
6th Floor, TCIL Bhawan, Greater Kailash Part - I
New Delhi - 110048

Telephone: +91-11-26202020 Fax: +91-11-26241422

Internet: http://www.tcil-india.com

TABLE OF CONTENTS

	1.0	DEFINITIONS	4
2.2 SYSTEM OVERVIEW 7 2.3 PROPOSED APPLICATION SYSTEM 9 2.4 BROAD SCOPE OF WORK 10 3.0 INSTRUCTION TO BIDDERS (ITB)	2.0	PROJECT BACKGROUND AND SCOPE OF WORK	6
2.3 PROPOSED APPLICATION SYSTEM 9 2.4 BROAD SCOPE OF WORK 10 3.0 INSTRUCTION TO BIDDERS (ITB) 12 3.1 PURCHASE OF RFP DOCUMENT 12 3.2 ELIGIBLE BIDDERS 12 3.3 COST OF BIDDING: 13 3.4 CLARIFICATION ON BIDDING DOCUMENTS 13 3.5 AMENDMENT OF BIDDING DOCUMENTS 14 3.6 LANGUAGE OF BID 14 3.7 DOCUMENTS COMPRISING THE BIDS 14 3.8 SUBMISSION OF BID 15 3.9 BID PRICE 16 3.10 BID SECURITY 16 3.11 PERIOD OF VALIDITY OF BIDS 17 3.12 FORMAT AND SIGNING OF BID 17 3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA 'S	2.1	PROJECT BACKGROUND	6
2.4 BROAD SCOPE OF WORK 10 3.0 INSTRUCTION TO BIDDERS (ITB)	2.2	System Overview	7
3.0 INSTRUCTION TO BIDDERS (ITB)	2.3	PROPOSED APPLICATION SYSTEM	9
3.1 PURCHASE OF RFP DOCUMENT 12 3.2 ELIGIBLE BIDDERS 12 3.3 COST OF BIDDING: 13 3.4 CLARIFICATION ON BIDDING DOCUMENTS 13 3.5 AMENDMENT OF BIDDING DOCUMENTS 14 3.6 LANGUAGE OF BID 14 3.7 DOCUMENTS COMPRISING THE BIDS 14 3.8 SUBMISSION OF BID 15 3.9 BID PRICE 16 3.10 BID SECURITY 16 3.11 PERIOD OF VALIDITY OF BIDS 17 3.12 FORMAT AND SIGNING OF BID 17 3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT <td< td=""><td>2.4</td><td>BROAD SCOPE OF WORK</td><td>10</td></td<>	2.4	BROAD SCOPE OF WORK	10
3.2 ELIGIBLE BIDDERS 12 3.3 COST OF BIDDING: 13 3.4 CLARIFICATION ON BIDDING DOCUMENTS 13 3.5 AMENDMENT OF BIDDING DOCUMENTS 14 3.6 LANGUAGE OF BID 14 3.7 DOCUMENTS COMPRISING THE BIDS 14 3.8 SUBMISSION OF BID 15 3.9 BID PRICE 16 3.10 BID SECURITY 16 3.11 PERIOD OF VALIDITY OF BIDS 17 3.12 FORMAT AND SIGNING OF BID 17 3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT <th>3.0</th> <th>INSTRUCTION TO BIDDERS (ITB)1</th> <th>2</th>	3.0	INSTRUCTION TO BIDDERS (ITB)1	2
3.3 COST OF BIDDING: 13 3.4 CLARIFICATION ON BIDDING DOCUMENTS 13 3.5 AMENDMENT OF BIDDING DOCUMENTS 14 3.6 LANGUAGE OF BID 14 3.7 DOCUMENTS COMPRISING THE BIDS 14 3.8 SUBMISSION OF BID 15 3.9 BID PRICE 16 3.10 BID SECURITY 16 3.11 PERIOD OF VALIDITY OF BIDS 17 3.12 FORMAT AND SIGNING OF BID 17 3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21			
3.4 CLARIFICATION ON BIDDING DOCUMENTS 13 3.5 AMENDMENT OF BIDDING DOCUMENTS 14 3.6 LANGUAGE OF BID 14 3.7 DOCUMENTS COMPRISING THE BIDS 14 3.8 SUBMISSION OF BID 15 3.9 BID PRICE 16 3.10 BID SECURITY 16 3.11 PERIOD OF VALIDITY OF BIDS 17 3.12 FORMAT AND SIGNING OF BID 17 3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21			
3.5 AMENDMENT OF BIDDING DOCUMENTS 14 3.6 LANGUAGE OF BID 14 3.7 DOCUMENTS COMPRISING THE BIDS 14 3.8 SUBMISSION OF BID 15 3.9 BID PRICE 16 3.10 BID SECURITY 16 3.11 PERIOD OF VALIDITY OF BIDS 17 3.12 FORMAT AND SIGNING OF BID 17 3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 <td></td> <td></td> <td></td>			
3.6 LANGUAGE OF BID 14 3.7 DOCUMENTS COMPRISING THE BIDS 14 3.8 SUBMISSION OF BID 15 3.9 BID PRICE 16 3.10 BID SECURITY 16 3.11 PERIOD OF VALIDITY OF BIDS 17 3.12 FORMAT AND SIGNING OF BID 17 3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 <td></td> <td></td> <td></td>			
3.7 DOCUMENTS COMPRISING THE BIDS 14 3.8 SUBMISSION OF BID 15 3.9 BID PRICE 16 3.10 BID SECURITY 16 3.11 PERIOD OF VALIDITY OF BIDS 17 3.12 FORMAT AND SIGNING OF BID 17 3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA 'S RIGHT TO VARY QUANTITIES 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT			
3.8 SUBMISSION OF BID 15 3.9 BID PRICE 16 3.10 BID SECURITY 16 3.11 PERIOD OF VALIDITY OF BIDS 17 3.12 FORMAT AND SIGNING OF BID 17 3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 <td< td=""><td></td><td></td><td></td></td<>			
3.9 BID PRICE 16 3.10 BID SECURITY 16 3.11 PERIOD OF VALIDITY OF BIDS 17 3.12 FORMAT AND SIGNING OF BID 17 3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 <			
3.10 BID SECURITY 16 3.11 PERIOD OF VALIDITY OF BIDS 17 3.12 FORMAT AND SIGNING OF BID 17 3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA's RIGHT TO VARY QUANTITIES 19 3.19 DDA 'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 2			
3.11 PERIOD OF VALIDITY OF BIDS 17 3.12 FORMAT AND SIGNING OF BID 17 3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA 'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 2			
3.12 FORMAT AND SIGNING OF BID 17 3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24			
3.13 SEALING AND MARKING OF BID 17 3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 25			
3.14 BID DUE DATE 18 3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA 'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25			
3.15 OPENING OF BIDS BY DDA 18 3.16 EXAMINATION AND EVALUATION OF BIDS 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA 'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 <			
3.16 Examination and Evaluation of Bids 19 3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25			
3.17 AWARD OF CONTRACT 19 3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16			
3.18 DDA'S RIGHT TO VARY QUANTITIES 19 3.19 DDA 'S RIGHT TO REJECT ANY OR ALL BIDS 19 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26			
3.19 DDA 'S RIGHT TO REJECT ANY OR ALL BIDS 3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT			
3.20 NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER 20 4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26			
4.0 GENERAL CONDITIONS OF CONTRACT 21 4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26			
4.1 GOVERNING LANGUAGE 21 4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	3.20	NOTIFICATION OF SUCCESSFUL BIDDER AND ACCEPTANCE BY SUCCESSFUL BIDDER	20
4.2 APPLICABLE LAW 21 4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	4.0	GENERAL CONDITIONS OF CONTRACT2	1
4.3 CHANGE IN LAW 21 4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	4.1	GOVERNING LANGUAGE	21
4.4 USE OF BID DOCUMENTS AND INFORMATION 21 4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	4.2	APPLICABLE LAW	21
4.5 WARRANTY FOR APPLICATION SOFTWARE 21 4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	4.3	CHANGE IN LAW	21
4.6 POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE 22 4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	4.4	USE OF BID DOCUMENTS AND INFORMATION	21
4.7 WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED 23 4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	4.5	WARRANTY FOR APPLICATION SOFTWARE	21
4.8 PERFORMANCE SECURITY 23 4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	4.6	POST WARRANTY ANNUAL MAINTENANCE CONTRACT FOR APPLICATION SOFTWARE	22
4.9 PAYMENT TERMS 24 4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	4.7	WARRANTY FOR THE DESKTOP PCS, SCANNER AND PRINTERS SUPPLIED	23
4.10 DELIVERY SCHEDULE 24 4.11 TAXES & DUTIES 24 4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	4.8	PERFORMANCE SECURITY	23
4.11 Taxes & Duties 24 4.12 Liquidated Damages 25 4.13 Acceptance Testing 25 4.14 Contract Period 25 4.15 Books & Records 26 4.16 Notice 26	4.9	PAYMENT TERMS	24
4.12 LIQUIDATED DAMAGES 25 4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	4.10	DELIVERY SCHEDULE	24
4.13 ACCEPTANCE TESTING 25 4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	4.11	Taxes & Duties	24
4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	4.12	LIQUIDATED DAMAGES	25
4.14 CONTRACT PERIOD 25 4.15 BOOKS & RECORDS 26 4.16 NOTICE 26	4.13	ACCEPTANCE TESTING	25
4.15 BOOKS & RECORDS 26 4.16 NOTICE 26			
4.16 NOTICE 26		BOOKS & RECORDS	
	4.17	FORCE MAJEURE	

4.18	Indemnification	27
4.19	DEFAULT AND TERMINATION	28
4.20	TERMINATION FOR INSOLVENCY	29
4.21	RESOLUTION OF DISPUTES	29
5.0	SPECIAL CONDITIONS OF CONTRACT	30
5.1	TERMS OF REFERENCE	30
5.2	PERFORMANCE REQUIREMENTS	31
5.3	HARDWARE EQUIPMENT	31
5.4	APPLICATION SOFTWARE – SECURITY ISSUES	31
5.5	APPLICATION SOFTWARE - SYSTEM ARCHITECTURE	31
5.6	SKILLED OPERATIONAL MANPOWER	32
5.7	TRAINING	32
5.8	PROJECT IMPLEMENTATION PHASES	32
5.9	DATA MIGRATION	33
5.10	HARDWARE MAINTENANCE	33
5.11	SOFTWARE MAINTENANCE	33
5.12	PROJECT IMPLEMENTATION SCHEDULE	34
5.13	DOCUMENTATION AND USER SUPPORT	34
5.14	DDA'S RESPONSIBILITY	34
6.0	TECHNICAL REQUIREMENTS & SPECIFICATIONS	35
6.1	PROPOSED APPLICATION SYSTEM REQUIREMENTS	35
6.2	SPECIFICATION OF DESKTOP PCs	44
6.3	SPECIFICATION OF SCANNERS	44
6.4	SPECIFICATION OF PRINTERS	45
6.5	SPECIFICATION OF LAPTOPS	45
7.0	FORMS AND SCHEDULES	47
7.1	BID LETTER FORM	47
7.2	TECHNICAL DETAILS FORM	48
7.3	BID PRICE SCHEDULE	50
7.4	BID SECURITY FORM	52
7.5	FORMAT FOR PERFORMANCE BANK GUARANTEE	53

1.0 Definitions

In this document, the following terms shall have respective meanings as indicated:

- 1. "DDA" shall mean Delhi Development Authority, Government of India. The term DDA includes successors and assigns of DDA.
- 2. "RFP" shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications issued by DDA in respect of the RFP.
- 3. "MPD" shall mean Master Plan Delhi.
- 4. "MAG" shall mean Management Action Groups.
- 5. "Major Head" means a Chapter of MPD-2021.
- 6. "Minor Head" means a Clause under a Chapter of MPD-2021.
- 7. "Detailed Head" means a Sub- Clause under a Clause of MPD-2021.
- 8. "Authorized Representative/Agency" shall mean any person/agency authorized by DDA.
- "Contract" shall mean the Purchase Order placed on successful Bidder and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.
- 10. "Site" shall mean the location(s) for which the work has been allotted and where the services are to be delivered.
- 11. "Specifications" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Bidding Documents
- 12. "Bidder" means the firm offering the solution(s), services and / or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after intimation of Successful Bidder shall mean the Successful Bidder, also called "Supplier", on whom Purchase Order for Delivery of services will be placed.
- 13. "Party" shall mean Bidder individually.
- 14. "Services" means requirements defined in this Request for Proposal including all necessary and additional services associated thereto to be delivered by the Supplier.
- 15. "Installation" means the supplier's written notification that the system required for delivery of the desired "Services" has been installed by the Supplier in accordance with requirements and the project plan, and is ready for the acceptance testing.
- 16. "Final Acceptance" means the written certification that the equipment & Services

- delivered has been verified as satisfactory in accordance with the defined Specifications.
- 17. "Acceptance Test Documents" means a mutually agreed document, which defines procedures for carrying out complete test on the equipment, software & services against the technical specifications. It should define tests to be carried out, test equipment and expected test results.
- 18. "Intellectual Property Right", also called "IPR", means any and all copyrights, moral rights, trademarks, patent, and other intellectual proprieties.
- 19. "Law" or "Legislation" shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority or political subdivision of government agency.
- 20. "Third Party Agency" shall mean any agency appointed by DDA for monitoring the "Systems" during commissioning and operation.

2.0 Project Background and Scope of Work

2.1 Project Background

The Master Plan Delhi-2021 (MPD-2021) envisages vision, policy guidelines and greater public participation for the perspective period up to the year 2021. It is proposed in the MPD-2021 that the plan be reviewed at 5 yearly intervals to keep pace with the fast changing requirements of the society. The exercise of Mid Term Review has been initiated and Advisory Group under the chairmanship of Hon'ble LG has been constituted for the said plans. Also the MAGs have been constituted under the heads of various government departments/ institutions for evaluation and analysis of each suggestion/ views/ on specific aspects of the plan.

A Public Notice was issued through an advertisement in leading Newspapers for inviting suggestions of the public and a separate link was provided on the DDA website on "Review of Master Plan 2021". In response to the Public Notice, about 2500 observations/ suggestions have been received by DDA till now.

It has also been decided to organize district wise (six) "Open House" meets. Planning zones of MPD-2021 have been grouped into 5 Districts so that individuals/ organizations/ RWAs can file their objections/ suggestions on respective zones directly to the concerned Director (Planning) units of DDA and also upload the same on the DDA Website.

DDA intends to capture and manage all the suggestion received from above mentioned channels into an integrated system. DDA intends to streamline the process of receiving the MPD-2021 review suggestions and objections against proposed amendments, classifying them in various categories, building a consolidated database of all suggestions/objections received irrespective of whether they are received through the DDA Website, or through written letters, or through Open House sessions, and facilitate analysis of the suggestions/objection by generation of various types of reports from the consolidated database of the suggestions/ objections received.

DDA also intends to provide the facility to members of the public to view the suggestion/ objection database on the basis of various classifications and query the action taken status of the suggestions/ objections on DDA's website.

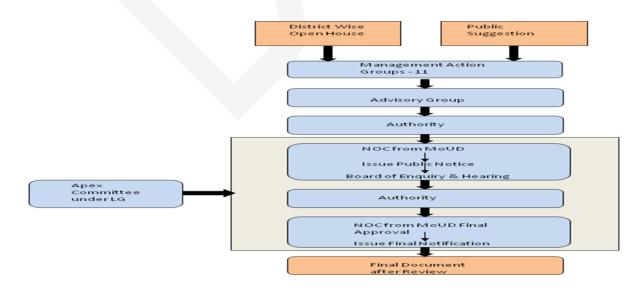
The current web application does not capture the data in structured format and reports on basis of various parameters like Major Head (Chapters of MPD-2021), Minor Head (Clauses of Chapters), zones, Issues etc cannot be generated using the existing application on DDA's website.

DDA intends to capture and manage all the suggestion received from above mentioned channels into an integrated database system. DDA has prepared a detailed System Requirement Specifications (SRS) document for the proposed MPD-2021 Review Suggestion Management System, which will form the basis for development and implementation of the proposed application.

DDA now invites bids from eligible bidders for development and implementation of the MPD-2021 Review Suggestion Management System through Website and the associated services described in this document based on the SRS document.

2.2 System Overview

Workflow of DDA for Receiving Suggestion/Objection for MPD-2021 and Subsequent Processing of Suggestion/Objection



DDA receives suggestions for the MPD-2021 from various sources as follows:

- 1. Online through DDA website using a web application
- 2. Direct by Post/Email
- 3. Forwarded by Ministries or LG office
- 4. Open House Sessions

Suggestions received are sent to the relevant Management Action Groups (MAG) for discussion & modification for consideration. Suggestions accepted by MAG are forwarded to the Advisory Group for its consideration. The Advisory Group recommends the suggestions to be considered by the Authority. The Authority then formulates the proposed amendments to MPD-2021 based on the suggestions accepted. The proposed amendments to MPD-2021 are then sent to MoUD for its approval. MoUD issues permission for publication of the proposed amendments inviting objections, from the public. The Authority then issues a Public Notice inviting objections against the proposed amendments to MPD-2021 from the public. The objections are proposed to be received as follows:

- 1. Online through DDA website using a web application.
- 2. Direct by Post/Email.
- 3. Forwarded by Ministries, Departments, LG's office.

Objections received against proposed amendments to MPD-2021 are forwarded to the Board of Enquiry & Hearing which then interacts with the complainants in person and deliberates on the merits of the objection filed. The Board of Enquiry & Hearing then forwards the amendments which should be considered by the Authority. The Authority finalizes the proposed amendments after taking into consideration the objections accepted by the Board of Enquiry & Hearing. The final proposed amendments are then submitted to MoUD for acceptance before issuance of final notification for amendment of MPD-2021 Document. The whole process of review of MPD-2021 is held under the supervision of an Apex Committee under the chairmanship of LG of Delhi.

2.3 Proposed Application System

The proposed system will capture and record the suggestions and objections received from various means in a common structured database. A public user will be able to submit suggestions on MPD-2021 and suggestion/objections related to proposed amendments through the web module of proposed application on DDA's website. Suggestion/objection through all other means will be entered offline through a back office module of the proposed application system.

DDA users will use the proposed system to classify, categorize and summarize the suggestions and objections received. DDA users will then update the status of these suggestions/objections based on the reviews conducted by concerned authorities from time to time.

DDA shall also publicize the Proposed Amendments to MPD-2021 based on review suggestions received and invite objections/ suggestions to the proposed amendments by notify the public so that members of the public can submit their objections/ suggestions against the proposed amendments.

The proposed application system shall be used by members of the public as well as DDA users to make queries and view reports on the suggestions/objections received by DDA based on various classifications of the suggestions/ objections including status of suggestions/objections etc.

Technical Specifications of the proposed application system to be developed and implemented are described in detail in Chapter 6 of this document.

2.4 Broad scope of work

The bidder is required to develop & implement the proposed application system and provide operation support to capture all the suggestions/ objections received in the proposed system. The scope of work includes the following:

1. Application Software Development:

Development of the application software for the proposed 'MPD-2021 REVIEW SUGGESTION MANAGEMENT SYSTEM' as per the SRS document of DDA and implementation of the application in the hosting environment to be provided by DDA.

Training of 10 users on Application Software after successful completion of acceptance testing and 2 users in Database Administration.

- 2. <u>Initial Data Migration:</u> Migrate all MPD-2021 review suggestions received so far by DDA through letters, e-mails and online through DDA's website into the new application system. This shall require *intelligent data entry* as the selected agency shall have to classify the data received as per Major Head/ Minor Head/ Detail Head/ Source/ Zone as per MPD-2021 and in consultation with the concerned officers of the Planning Departments of DDA for entering the data into the new application system. This shall also include scanning and uploading of all letters, e-mails and the attached documents received along with the review suggestions. DDA has received about 2500 review suggestions online through its website till now. It is estimated that approximately 6,000 documents shall have to be entered into the new application system in a time-bound manner.
- Supply of Hardware: The selected agency shall supply the required no. Of Scanners, Desktop PCs, Laptops and Printers required for smooth operation of the application system.
- 4. **Provide Skilled Manpower for Operational Support:** In addition to the initial data migration activity, the selected agency shall provide skilled manpower to DDA for a period of three years for **(a)** entry of new review suggestions /

- objections along scanning and uploading of the reference documents received, **(b)** regular updating of the status of the review suggestions / objections as they are processed in DDA, and **(c)** facilitate generation of ad-hoc queries/ reports from the application database whenever required.
- 5. <u>AMC of Application Software</u>: The selected agency shall undertake AMC of the application software developed for a period of 6 years to be renewed annually at the option of DDA after the initial one-year free warranty maintenance period.

3.0 Instruction to Bidders (ITB)

3.1 Purchase of RFP document

Interested bidders may purchase the RFP document alongwith SRS on payment of a non-refundable fee of Rs. 1000 /- (Indian Rupees One Thousand only) through a demand draft (cash payment not acceptable) in favour of 'Delhi Development Authority' drawn on any schedule bank and payable in Delhi. The RFP alongwith SRS can be purchased from 18/06/2012 to 09/07/2012 between 10.00 AM and 5.00 PM on any working day from the address given below.

Office Of Director (Systems), Systems Department, B Block, Ist Floor, Vikas Sadan, N Delhi -23

The Complete RFP document alongwith SRS can also be downloaded from DDA's website http://www.dda.org.in. However, the bidder is required to pay the prescribed fee of Rs. 1000/- along with the Technical bid through a demand draft in favour of 'Delhi Development Authority' drawn on any schedule bank and payable in Delhi.

3.2 Eligible Bidders

Eligibility of the bidders shall be on the basis of their technical, financial strength and track record. The bidder is required to submit documentary evidence in support of the following:

- (a) This Invitation for Bids is open to software development companies operating in India and having minimum operational experience of 5 years, as evidenced by the Certificate of Incorporation.
- **(b)** The bidders should hold a valid CMM Level 5 or equivalent certification for working in the area of software development.
- (c) Average annual turnover of the company from software development and services should be in excess of Indian Rupees 500.0 Crores in the last three years. A copy of the Balance Sheet/an authentic document certified by chartered accountant, clearly specifying turnover from software development and services of the company for the last three years may be enclosed as proof for the turnover.
- (d) The agencies must have developed and implemented at least five software

development projects (in India or overseas) of value more than Indian Rupees Fifty Lakhs each in the last three years. Copies of Purchase Orders/ Agreements and proof of successful completion of the projects should be furnished as per 'Technical Detail Form - Annexure 7.2'.

- **(e)** Profile of personnel with qualification & experience, who will be assigned to the project, should be submitted.
- (f) The bidder has to submit Performance Certificate from at least three of its clients.
- (g) The agency should be registered with the Service Tax department and carry a valid PAN.
- **(h)** Should produce Articles of Association (in case of registered firms), Bye laws and certificates for registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm).
- (i) A certificate (from the Company Secretary) that the company has not been blacklisted by an authorized agency of the State/Central Government and there have been no litigations with any State/Central Agency over the execution of IT projects.

Bidder is expected to examine all instructions, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at bidder's risk and may result in the rejection of Bid.

3.3 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of the Bid and DDA will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.4 Clarification on Bidding Documents

Bidder, requiring clarification on the RFP may submit queries/ clarifications to DDA in writing, at the address indicated above, at least 5 **working days** before the deadline for the submission of the bid. DDA will not respond to any such petition received after this date.

3.5 Amendment of Bidding Documents

- (a) At any time prior to the deadline for submission of bids, DDA, for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders may modify the bidding documents by issuing amendment(s).
- (b) All eligible Bidders will be notified of the amendment(s) in writing/ through E-mail, and these will be binding on them.
- (c) In order to allow eligible Bidders a reasonable time to take the amendment into account in preparing their bids, DDA, at its discretion, may extend the deadline for the submission of bids.

3.6 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and DDA shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For the purposes of interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

3.7 Documents Comprising the Bids

- (a) The bidder shall submit only one technical option in accordance with the specifications and requirements.
- (b) The bid submitted shall have the following documents:

Part – I (Technical bid)

Bid Forms as described in the bidding document, duly filled in by the Bidder.

- a) Tender Fee
- b) Bid security
- c) Bid Letter Form
- d) Power of Attorney / Authorisation from Competent Authority of the Bidder's organisation for signing the bid
- e) Organizational, Financial, and Technical capabilities as per 'Technical

Detail Form-Annexure 7.2'.

- f) Bid Documents duly signed in Original (with photocopies in Copy 1 & Copy 2) on all pages.
- g) Clause by clause Compliance statement for all clauses/ sections (including all Annexure) and Deviation statement as applicable
- h) Full description of the methodology to be adopted for development and implementation of the proposed Application Software, make and model of Hardware proposed to be supplied and qualification and experience details of the Skilled Operational Manpower proposed to be deployed for providing operational support to DDA.
- i) Full description of the processes, methodology, manpower management, training, quality control mechanisms, business continuity plan etc. proposed for smooth operation of *project*.
- j) Any additional information as asked for by DDA.

Part - II (Financial Bid)

Price bid signed in original and two copies as per formats in **Form 7.3 'Bid Price Schedule'**.

- a) Once quoted, the bidder shall not make any subsequent price changes. Such price changes shall render the bid liable for rejection.
- b) DDA may at its discretion ask for revision of bid(s).
- (c) DDA shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.

3.8 Submission of Bid

(a) Bids must be delivered to the address given below on or before 10/07/2012 3.00 PM. Late bids will be rejected. All bids must be accompanied by a Bid Security of Rs. 2,00,000 /- (Indian Rupees Two Lakhs only) in the form of a demand draft or a bank guarantee in the prescribed format valid for a period of 120 days from the date of opening of bid. Bids will be opened in the presence of bidders' representatives who choose to attend at the address given below 10/07/2012 3:30 PM.

Delhi Development Authority Office Of Director (Systems) Systems Department, B Block, 1st Floor, Vikas Sadan, New Delhi 110023

Tel: 011-24694157 Fax:: 011-24694157

Website: http://www.dda.org.in

(b) Offer by fax / e-mail will not be accepted.

3.9 Bid Price

(a) The bidder shall indicate the prices in Indian Rupees only.

- (b) Unit and total prices of services as well as hardware and system software offered should be quoted with breakup of all taxes and duties, and all other cost incidental thereto.
- (c) Prices quoted by the bidder shall be fixed. Bids submitted with adjustable price quotations will be rejected.

3.10 Bid Security

- (a) The Bidder shall furnish in a separate envelope, as part of the Bid, a Bid Security (i.e. Earnest Money Deposit) for the amount of Rs. 2,00,000 /-(Indian Rupees Two Lakhs only) in the form of a demand draft or a bank guarantee valid for a period of 120 days from the date of opening of bid.
- (b) The Bid security shall be in Indian Rupees and shall be in the form of a Demand Draft or a Bank Guarantee in favour of *Delhi Development Authority*, *New Delhi*, issued by a scheduled bank in India and having at least one branch office in Delhi, India. The Bank Guarantee should be valid for at least thirty (30) days beyond the validity of the Bid.
- (c) Unsuccessful Bidder's Bid security will be discharged or returned within thirty (30) days after the expiration of the period of Bid validity.
- (d) The successful Bidder's Bid security will be discharged upon the Bidder furnishing the Performance Guarantee.
- (e) The Bid security may be forfeited either in full or in part, at the discretion of DDA,

on account of one or more of the following reasons:

- i The Bidder withdraws their Bid during the period of Bid validity specified by them on the Bid letter form
- ii Bidder does not respond to requests for clarification of their Bid
- iii Bidder fails to co-operate in the Bid evaluation process, and
- iv In case of a successful Bidder, the said Bidder fails:
 - to sign the Contract Agreement in time; or
 - to furnish Performance Guarantee

3.11 Period of Validity of Bids

- (a) Bids shall remain valid for a period of 90 days, from the due date of bid submission. Any Bid valid for a shorter period shall be rejected as nonresponsive.
- (b) In exceptional circumstances, DDA may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is neither required nor permitted to modify the Bid.

3.12 Format and Signing of Bid

- (a) The bidder shall prepare original + two, i.e., '1+2' copies of the bid clearly marking each "Original Bid" or "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.
- (b) The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Bid. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
- (c) The complete bid shall be without alteration or erasures, except those to accord with instructions issued by the DDA or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

3.13 Sealing and Marking of Bid

(a) Bidder shall submit their bids in two Separate Parts in sealed envelopes super-

scribed with the RFP document number, due date, time, Project and nature of bid (Technical bid, Financial bid).

PART-I: Original and 2 copies of Technical Bid complete with all

technical details along with Bid Security & Tender Fee.

PART-II: Original and 2 copies of Financial Bid only with full price details.

- (b) The envelopes containing Part-I and Part-II of the offer should be enclosed in a larger envelope duly sealed. All pages of the offer must be signed.
- (c) The outer envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".
- (d) If these envelopes are not sealed and marked as required, DDA will assume no responsibility for the bid's misplacement or premature opening.

3.14 Bid Due Date

- (a) Bid must be received by DDA at the address given and not later than 10/07/2012 at 3:00 PM. Bids received after this deadline will be rejected and returned to the bidder unopened.
- (b) The DDA may, at its discretion, on giving reasonable notice in writing to all eligible Bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of DDA and the Bidder, previously subject to the bid due date, shall thereafter be subject to the new bid due date or deadline as extended.

3.15 Opening of Bids by DDA

(a) Bids will be opened at 3:30 PM on 10/07/2012 at the following address:

Delhi Development Authority

Office Of Director (Systems), Systems Department, B Block, Ist Floor, Vikas Sadan, New Delhi 110023

- (b) Bidder's representatives (Maximum 2) may attend the opening, and those who are present shall sign a register evidencing their attendance.
- (c) The Bidder's names, Bid modifications or withdrawals and such other details as DDA at its discretion, may consider appropriate, will be announced at the time of opening.

3.16 Examination and Evaluation of Bids

- (a) Bids without a valid bid security in the prescribed format will be rejected.
- (b) Bids without a valid Power of Attorney/ Authorization for signing of Bid will be rejected.
- (c) Bids not meeting eligibility requirements specified in ITB 3.2 will be rejected.
- (d) On those Bids meeting eligibility requirements as per ITB 3.2 will be further evaluated.
- (e) DDA may ask Bidder(s) for additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in Technical Bid documentation.
- (f) The Financial Bids will be strictly as per the prescribed format. Only the price quoted in the Financial Bid will be considered. Any conditions / terms and conditions inserted in the Financial Bids will be ignored.
- (g) If there is a discrepancy between the unit price & the total price, the unit price shall prevail and DDA shall correct the total price. If there is a discrepancy between words & figures, the amount in words shall prevail.

3.17 Award of Contract

DDA will award the contract to successful bidder whose bid has been determined to be responsive and has been determined to be most competitive, provided further that the bidder is determined to be qualified to perform the project satisfactorily. DDA shall however not bind itself to accept the lowest or any bid and reserves the right to accept any bid wholly or in part.

3.18 DDA's Right to Vary Quantities

DDA reserves the right to increase or decrease, on need basis, the requirements and duration of services originally specified in the RFP document at the time of award or subsequently during execution of the project.

3.19 DDA 's right to Reject Any or All Bids

DDA reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

3.20 Notification of Successful Bidder and Acceptance by Successful Bidder

- (a) Prior to expiration of the period of Bid validity, DDA will notify the successful Bidder in writing that its Bid has been accepted by issuance of Letter of Intent (LOI).
- (b) Within 7 (Seven) days of receipt of such intimation, the successful Bidder shall give its acceptance to DDA.
- (c) Within 7 (Seven) days of receipt of such intimation, the successful Bidder shall submit Performance Guarantee to DDA.
- (d) Upon the successful Bidder's furnishing of Performance Guarantee, DDA will promptly notify all unsuccessful Bidders and will discharge their Bid security.

4.0 General Conditions of Contract

These General Conditions shall supplement or amend the other parts of the Bidding Documents and whenever there is a conflict, provision herein shall prevail over those in the other parts of the Bidding Documents

4.1 Governing Language

All correspondence and other documents to be exchanged by the parties shall be written in the English language. The version written in English language shall govern its interpretation.

4.2 Applicable Law

Appropriate laws of Government of India shall apply.

4.3 Change in Law

In the event of any Change in Law that affects the performance of the Supplier, the Supplier shall be given the benefit or burden resulting from such Change in Law.

4.4 Use of Bid Documents and Information

- (a) All project related documents issued by DDA shall remain the property of DDA and originals and all copies shall be returned to DDA on completion of the Supplier's performance, if so required by DDA.
- (b) The Supplier shall not, without prior written consent of DDA, make use of any document or information made available for the project except for purposes of performing the job.

4.5 Warranty for Application Software

The bidder will provide comprehensive onsite warranty of the Application Software for a period of **one year** from the date of acceptance free of any charges.

(a) The successful bidder shall warrant to DDA that the Application Software developed by the successful bidder shall be of the most suitable grade and fit for the intended purpose. They shall be free from all defects and faults in design and consistent with established and generally accepted standards for the system of

- the type ordered and in full conformity with the requirement specifications. The successful bidder shall warrant further that the services to be carried out under this contract shall conform to generally accepted professional standards and DDA's practices.
- (b) The successful bidder shall be responsible for adding new functionality to the application software to the extent of providing new and ad-hoc Reports as may be required by DDA from time to time.
- (c) If during the period of warranty any component of the software solutions is found defective, and which failed in test or in operation, the same shall be rectified or replaced by the successful bidder free of cost.
- (d) Any approval or acceptance by DDA of the software solution shall not in any way limit the liability of successful bidder of his responsibility.
- (e) DDA shall promptly notify the successful bidder in writing of any defect and claim arising under this warranty. Such notice shall be valid during the period of warranty and upto 30 days after the date of expiry of the period.
- (f) Upon receipt of such notice, the successful bidder shall promptly and satisfactorily rectify or re-implement the defective portion of the software.
- (g) The liability of successful bidder in respect of such claims against warranty shall be limited to rectification or re-implementation of the concerned component of the software, inclusive of all charges for such rectification and re-implementation. Such rectification or re-implementations shall be warranted for the same period as mentioned above.
- (h) In the event of an emergency where delay in rectification would cause serious loss or damage, if successful bidder fails to remedy the defects in accordance with the contract within a reasonable time, DDA may proceed to take such remedial action as may be necessary at the risk & cost of the successful bidder.
- (i) The successful bidder shall prove and establish the performance of the system as specified by testing, should he be unable to do so in the first instance, he shall be given an opportunity to rectify the defects and the performance shall be repeated within a specified time. Should the performance of the system still not be upto mark, DDA shall recover from successful bidder suitable amounts towards the performance deficiencies or reject the system in case the deficiency is beyond the specified limit.

4.6 Post Warranty Annual Maintenance Contract for Application Software

The bidder shall provide post warranty maintenance service for Three years for the Application Software at the option of DDA. AMC of Application Software can be extended further after 3 years at the option of DDA. In addition to maintenance of the Application Software, defect rectification and minor changes, the scope of AMC shall include providing new and ad-hoc Reports as may be required by DDA from time to time.

4.7 Warranty for the Desktop PCs, Scanner and Printers Supplied

The bidder will provide Original Equipment Manufacturer's (OEM's) **three year** comprehensive warranty support for the Desktop PCs, Laptops, Scanners and Printers supplied from the date of delivery of the items.

4.8 Performance Security

- (a) Within 7 days of the receipt of the notification of award from DDA, the Supplier shall furnish a performance security for an amount of 10% (ten percent) of the Total Application Development & Implementation Cost plus the charges for initial data migration, Annual Charges of Manpower supplied for operation support, using the performance security format provided by DDA.
- (b) On signing of the Annual Maintenance Contract after the initial one year free warranty maintenance period, Supplier shall furnish a performance security for an amount of 10% (ten percent) of the Annual Value of AMC of Application Software and the Annual Charges of manpower for operation support to DDA using the performance security format provided by DDA.
- (c) The initial performance security shall be valid for at least 30 (thirty) days beyond the completion of warranty period and shall be denominated in Indian rupees and shall be a demand draft or a bank guarantee in favour of DDA, payable at New Delhi, issued by a scheduled bank in India through its branch in New Delhi, India.
- (d) The performance security for the AMC period shall be valid for at least 30 (thirty) days beyond the completion of the AMC period and shall be a demand draft or a bank guarantee in favour of DDA, payable at New Delhi, issued by a scheduled bank in India through its branch in New Delhi, India.
- (e) The proceeds of the performance security shall be payable to DDA as compensation for any loss resulting from the Supplier's failure to complete its obligations under this bid. DDA shall notify the Supplier in writing of its invocation of its right to receive such compensation within 15 days, indicating the reasons for which the Supplier is in default.
- (f) The performance security shall be discharged by DDA and returned to the Supplier within 30 days from the date of final certificate certifying the fulfillment of the performance obligations under this Bid.
- (g) The Supplier shall furnish amendment to the Performance Security, if required,

within 15 days of notification.

4.9 Payment Terms

Payment to the supplier shall be made by DDA in the following manner-

1. Application Software development & implementation charges:

- a. 50% of the total application software development & implementation charges shall be paid against satisfactory acceptance testing of application software, and
- b. Balance 50% of the total charges shall be paid after successful data migration and implementation of the application software on the hosting environment provided by DDA.
- 2. **Initial Data Migration Charges:** 100% on completion of the initial data migration activity as per the scope of work.
- 3. Charges for supply of Desktop PCs, Laptops, Scanners, Printers to DDA: 100% on delivery, commissioning and satisfactory acceptance of the equipment certified by designated project in-charge.
- 4. **Manpower Charges for operational support to DDA:** On quarterly basis at the end of each quarter against satisfactory performance certified by designated project in-charge.
- Charges for AMC of Application Software: On quarterly basis at the end of each quarter against satisfactory performance certified by designated project in-charge.

4.10 Delivery Schedule

- The application system has to be developed, tested, implemented and made operational within Four Weeks of placement of purchase order by DDA.
- Required manpower for operation support to DDA shall be made available within Three Weeks of placement of the purchase order.
- Desktop PCs, Laptops, Scanners and Printers shall be supplied within Three Weeks of placement of purchase order by DDA.

4.11 Taxes & Duties

- (a) The Supplier is liable for all taxes and duties etc. as applicable.
- (b) Any increase/ decrease in taxes by Government shall be to the account of DDA.

(c) DDA shall deduct any taxes/ duties at source as per prevalent laws.

4.12 Liquidated Damages

- (a) If the supplier fails to develop implement the application software, or provide the manpower for operation support, within the periods specified in the Bid, DDA shall, without prejudice to its other remedies under the Bid, deduct from the performance security, as liquidated damages, a sum equivalent to 1% of the Bid price for each week or part thereof of delay until Final Acceptance, up to a maximum deduction of the 10%.
- (b) If the delay is more than 2 weeks, DDA has the right to terminate the contract and encash the performance security

4.13 Acceptance Testing

Acceptance Test (AT) shall be conducted by DDA/ any appointed third party after the same is offered by the successful bidder for acceptance. The tests to be carried out, test procedure, test equipment and tools, and expected test results are to be provided by the successful bidder to meet all the specified parameters/ service requirements. The Test procedures /Test results shall be approved by DDA/ any appointed third party. Acceptance will be given subject to satisfactory performance failing which the order shall stand automatically cancelled.

4.14 Contract Period

- The contract period shall include the period of software development and implementation, one year free warranty maintenance followed by the period of AMC of the Application Software developed.
- The contract for AMC of Application Software after completion of the one year
 free warranty maintenance shall be for a period three years renewable
 annually at the option of DDA. AMC of Application Software can be extended
 further after 3 years at the option of DDA.
- The contract period for providing skilled manpower for operational support to DDA shall be initially for one year and may be extended annually for a total period of three years at the option of DDA.

4.15 Books & Records

Supplier shall maintain adequate books and records/reports in connection with Contract and shall make them available for inspection and audit by DDA/ any appointed third party until expiry of the performance guarantee.

Supplier shall also maintain a downtime logbook to record downtime of each hardware supplied in DDA & replacement date of faulty hardware. The format of the registers/ logbooks would be finalized in consultation with DDA.

4.16 Notice

Any notice given by one party to the other pursuant to this bid shall be sent to the other party in writing to the other party's address. A notice shall be effective from the date when Notice in writing is delivered or tendered or affixed at a conspicuous place whichever is earlier

4.17 Force Majeure

If at any time the performance, in whole or in part, by either of any obligation under the contract, shall be prevented or delayed by reasons of any war or hostility, acts of public enemy, civil commotion, sabotage fire, flood, explosion, epidemic, quarantine restriction, strikes, or acts of god (hereinafter referred to as events), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence of the event, party shall by reasons of such event, be entitled to determine the contract arising out of the contract nor shall either party have any claim for damages against the other in respect of such event. Obligations arising out of this contract shall resume after the event or events have come to an end or ceased to exist. The decision of DDA as to whether such event or events have come to an end or ceased to exist, or whether deliveries of the equipment by the Supplier have been resumed or not, shall be final and conclusive. Provided both the parties may at their option terminate their obligations under the contract and thereupon DDA shall be at liberty to take over from the Supplier all the works at a price to be fixed by DDA, which shall be final, and the Supplier shall refund forthwith the amount paid to him by DDA.

4.18 Indemnification

- (a) Each Party ("Indemnifying Party") shall indemnify and hold harmless the other party from any and all damages, losses, penalties, expenses and costs arising from, based on, related to or associated with the inaccuracy of any representation or covenant set forth in this Bid or the breach of or failure to perform or satisfy any of the provisions of this Bid or for loss of or damage to property, death or injury to person.
- (b) The Supplier shall indemnify DDA and hold it harmless from all suits, actions, debts, accounts, costs, losses, and expenses of all kinds (including legal expenses and professional advisory service expenses) arising from or out of any adverse claims of any and all persons related to the execution of services.
- (c) Notwithstanding anything expressed or implied in this Bid to the contrary:
 - i The parties shall indemnify, defend and hold the other harmless against any and all third party claims.
 - ii Such indemnity shall not extend to any loss, death or injury or any expenses relating thereto to the extent that it was caused by any act or omission of either party or the failure of either party to take reasonable steps in mitigation thereof.
 - iii such indemnity shall not be applicable to any loss, damage, cost or expense in respect of, and to the extent that either party is compensated pursuant to the terms of any other Contract or under any policy of insurance.
- (d) For the purpose of this Article :
 - i DDA shall include all persons directly or indirectly associated with DDA including its employees.
 - ii The Supplier shall include its directors, employees, agents, affiliates and sub-contractors.
- (e) Nothing in this Article whether expressed or implied shall relieve either Party of any express obligation to make any payment due to the other Party under this Bid.

(f) Properties and Facilities:

The Supplier shall assume full responsibility and liability for the maintenance and operation of its properties and facilities and shall indemnify and hold DDA harmless from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act, accident or omission in connection with or arising out of the installation, presence, maintenance and operation of properties and facilities of the Supplier.

(g) Control and Possession

The Supplier shall be deemed to be in control and possession of the equipment necessary for the proper and normal operation of the System.

4.19 Default and Termination

- (a) DDA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate the Contract for services in whole or in parts:
 - i If the Supplier fails to deliver either the whole or part of the goods and services within the time period(s) specified in the Contract or any extension thereof granted by DDA.
 - ii If the Supplier fails to perform any other obligation(s) and,
 - iii If the Supplier, in either of the above circumstances, does not cure its failure within a period of 30 days (or such longer period as DDA may authorise in writing) after receipt of the default notice from DDA.
 - iv On a notice period of 60 days.
- (b) In the event DDA terminates the Contract in whole or in part, DDA may procure and install upon such terms and in such manner as it deems appropriate, similar setup and the Supplier shall be liable to DDA for any excess cost for such setup. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) All data /reports collected by the bidder shall be returned to DDA in its original form upon such terminations. Bidder shall not have any right on this database,

which is proprietary to DDA.

4.20 Termination for Insolvency

DDA may at any time terminate the Contract by giving 30 (thirty) days written notice to the Supplier without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action which has accrued or will accrue thereafter to DDA.

4.21 Resolution of Disputes

- (a) If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Contract or regarding a question, including the questions as to whether the termination of the Contract by one Party hereto has been legitimate, both Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days, give 15 days' notice thereof to the other Party in writing.
- (b) The place of the arbitration shall be New Delhi, India.
- (c) The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended from time to time.
- (d) The proceedings of arbitration shall be in English language

5.0 Special Conditions of Contract

5.1 Terms of Reference

- a. The successful bidder shall develop and implement the Application Software for DDA as per the SRS document available with DDA.
- b. The bidder shall help DDA in hosting the application in the hosting environment provided by DDA.
- c. The successful bidder will be responsible for the supply, installation and commissioning of hardware equipment at the location defined by DDA. These include Desktop PCs, Laptops, Scanners and Printers.
- d. The successful bidder shall be responsible for intelligent data entry/ migration of approximately 6,000 MPD-2021 review suggestion records received by DDA into the new application system within a period of **Eight Weeks** after acceptance of the application system by DDA.
- e. The successful Bidder will be responsible for supply of Skilled Operational Manpower at DDA office for a period of 1 Year. The same can be extended annually for a total period of three years at the option of DDA.
- f. All components of the software application should be scalable and modular.
- g. The Application Software will be GUI based and menu driven. The software development will be Web Enabled Database environment for maximum ease of use. The client software will be capable of running in a browser (Netscape / Internet Explorer latest version).
- h. The applications should be supported at least by the latest 2 versions of Netscape and Internet Explorer. Support should be provided to the new versions of the above-mentioned software.
- The successful bidder shall fulfill the Performance Criteria of having page response of 2.5 seconds per page for 100 concurrent users.
- j. The bidder will supply all the required tools for simulation of performance (i.e.) Performance Testing whenever desired by DDA. These should be provided for by the Vendor at his own expense.
- k. The bidder shall provide detailed training to the users on all relevant components of Application Software.

- I. The bidder shall provide one (1) year post implementation warranty maintenance service for the Application Software developed and implemented.
- m. The bidder shall provide three (3) year post warranty Annual Maintenance Contract (AMC) renewable annually at the option of DDA. AMC of Application Software can be extended further after 3 years at the option of DDA.

5.2 Performance Requirements

For applications installed within the proposed computing environment, the system is expected to respond to the initial user input within 2.5 seconds for 100 concurrent users. This response should be measured by reference to the time between initial input, and the subsequent response, at the interface between the network and the web server, of the server infrastructure.

5.3 Hardware Equipment

Bidder has to provide the required hardware equipment which includes Desktop PCs, Laptops, Scanners and Printers as per specification detailed under "Section 6.2, 6.3, 6.4 & 6.5 Technical Requirements & Specifications" Additional hardware, if required by DDA, must be supplied by the bidder on actual cost.

5.4 Application Software – Security Issues

The proposed system is a web enabled application and it is necessary that it should be free from web vulnerabilities. Therefore the Supplier is required to audit the application software developed for Web Application Security by a CERT-IN empanelled auditor before hosting the same on the hosting environment provided by DDA.

5.5 Application Software – System Architecture

The system architecture for the proposed system is multi-tiered enterprise architecture. The DBMS for the Application shall be Oracle 8i and front end shall be latest version of asp.net.

5.6 Skilled Operational Manpower

Five skilled operational manpower who should be minimum graduates with 6 months Computer course & fully trained in the MDP Software developed by the software development agency should be deputed for 3 years at DDA for following work:

- Entry of new review suggestions / objections along scanning and uploading of the reference documents received,
- Regular updating of the status of the review suggestions / objections as they are processed in DDA, and
- Facilitate generation of ad-hoc queries/ reports from the application database whenever required.

5.7 Training

The bidder shall provide training to DDA officials as follows:

- Training of 10 users on Application Software after successful completion of acceptance testing.
- The training location shall be at DDA or other location as desired by the DDA.
 The training shall be provided to ensure adequate level of proficiency in using the system.
- Training of 2 users on Database administration

No separate training cost shall be payable to the vendor for the training activities, the cost should be included in the cost of development and implementation of the Application Software.

5.8 Project Implementation Phases

The broad implementation phases for the project shall be as follows:

- Supply and Installation of Hardware components
- Application Development and Implementation
- Acceptance Testing of Hardware
- Acceptance Testing of Application Software
- Data Migration

- Training
- Post Implementation services

5.9 Data Migration

It will be the responsibility of the bidder to intelligently enter the data for approximately 6,000 records of MPD-2021 suggestion review records received by DDA into the application system with proper classification of the data. The letters, Emails and reference documents shall be required to be scanned and uploaded into the application system. However the actual quantum of data might vary.

5.10 Hardware Maintenance

Supplier shall be responsible to make available OEM's warranty services for a period of three years for the hardware supplied.

5.11 Software Maintenance

The bidder is required to provide support service on planning, implementation, fault diagnosis and resolution, consultation, and updating services on:

 All the proposed application software for the development, implementation and operation of the proposed application

Besides these.

- The bidder shall upgrade the application software, browser and any other supporting software to their new releases and versions on regular basis.
- The bidder shall monitor system performance and capacity.
- The bidder shall process ad-hoc requests for queries and reports.
- The bidder shall perform change management and quality assurance.
- The bidder shall update system documentation to reflect changes.

5.12 Project Implementation Schedule

The application system has to be developed, tested, implemented and made operational within **Four Weeks** of placement of firm supply order. A detailed implementation schedule should be submitted by the bidder in this respect.

5.13 Documentation and User Support

Bidders must provide details of the documentation, which they will provide, as part of their proposed solution. Details of any arrangements for the provision of user support must also be provided. Three set of all documentation shall be provided along with the electronic format.

5.14 DDA's Responsibility

- DDA shall nominate one of its officers as a Project Coordinator to provide all information required by the selected bidder from DDA for development and hosting of the application system and installation & acceptance of the Hardware supplied.
- DDA shall provide the web-hosting infrastructure for hosting of the Application System developed by the selected bidder.
- DDA shall provide Work Space, preferably on 6th Floor of, Vikas Minar, Power Supply & Internet Connectivity for the operational support manpower supplied to DDA. The workstation for each operational manpower would be approximately of 60"x48" table size for comfortable functioning.

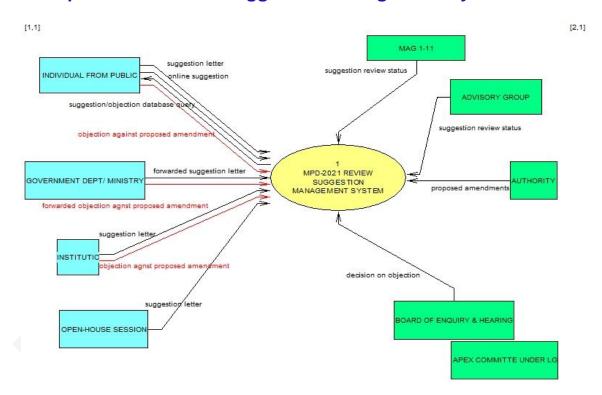
Any additional hardware/ system software required for the operation of MPD-2021 Suggestion Review Management System shall be proposed by the bidder to DDA along with the justification for its need. However, in case the successful bidder needs some additional hardware/ system software during implementation and operation of the application, it will be the responsibility of the bidder to provide the same free of charges.

6.0 Technical Requirements & Specifications

6.1 Proposed Application System Requirements

-- Context Diagram --

Proposed MPD-2021 Suggestion Management System



The proposed system will capture and record the suggestions and objections received from various means in a common structured database. A public user will be able to submit suggestions and objections to Proposed Amendments through a web application or through conventional means like letters or email. A public user can also submit his suggestions in an Open House Session.

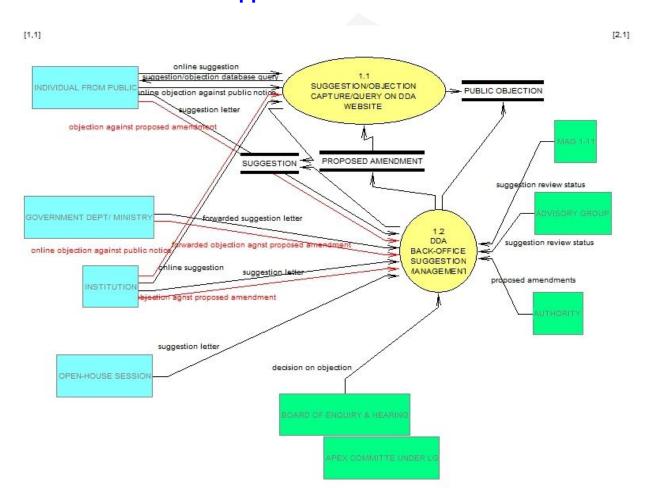
DDA users will use the proposed system to classify, categorize and summarize the suggestions and objections received. DDA users will then update the status of these suggestions/objections based on the reviews conducted by various authorities.

DDA users will also upload list of Proposed Amendments base on accepted suggestions so that public users can send their objections/suggestions against the proposed amendments.

The proposed system will also be used by public as well as DDA users to make queries and view reports on the suggestions/objections received by DDA based on various categories of suggestions/objections including status of suggestions/objections etc.

MPD-2021 REVIEW SUGGESTION MANAGEMENT SYSTEM

Application Modules



The main application modules shall be as follows:

Module 1: 'SUGGESTION/OBJECTION CAPTURE/QUERY ON DDA WEBSITE'

The web application module on DDA's website shall allow members of the public to submit review suggestions for MPD-2021, objections/suggestions against proposed amendments to MPD-2021, scanned copies of any relevant documents, and view the

suggestions as well as objections received by DDA along with the action taken and status of the same.

Module 2: 'DDA BACK-OFFICE SUGGESTION MANAGEMENT'

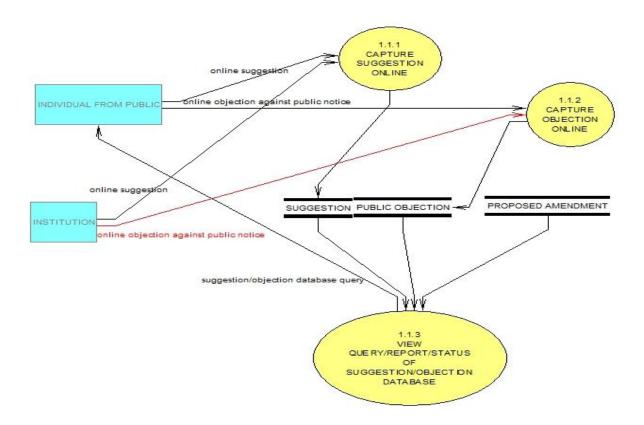
The back-office application module shall facilitate the following:

- 1) Capture review suggestions received by DDA through letters/ emails etc. along with any associated documents
- 2) Update action taken status of review suggestions received
- 3) Capture objections received by DDA (in response to public notice) against the proposed amendments through letters/ emails etc. along with any associated documents
- 4) Update action taken status of objections received
- 5) Generate various MIS reports, as required by DDA, on the suggestions/ objections received.

The back-office application module shall be a web-enabled application accessible to users of DDA/ LG's office and other concerned offices who are authorised to access the application.

Module 1: <u>'SUGGESTION/OBJECTION CAPTURE/QUERY ON DDA WEBSITE'</u>

[1,1]



The application module shall comprise of the following processes:

1.1.1 'CAPTURE SUGGESTION ONLINE'

Facilitate online submission of review suggestions for MPD-2021 and scanned copies of any relevant documents through DDA's website by members of the public and various institutions.

Online suggestion can be submitted against a Major Head (a Chapter of MPD-2021)/ Minor Head (Clause under Chapters)/ Detailed Head (Sub-clause under Clause) and one of the pre-defined Issues.

A 16-digit unique Query-Id will be automatically assigned to each suggestion submitted online, the same shall also be intimated to the public user who submitted the review suggestion.

The 16-digit Query-Id shall have following structure:

"NN - NN - NN - NN - NN - NN - NNNN"

i.e., source type(NN) - zone(NN) - major head(NN) - minor head(NN) - detail head(NN) - issue(NN) - serial no(NNNN).

1.1.2 'CAPTURE OBJECTION ONLINE'

Facilitate submission of an objection against a proposed amendment to MPD-2021 online by members of the public and various institutions through DDA's website. Scanned copies of any relevant documents can also be submitted online along with an objection.

A 10-digit unique Objection/Suggestion-Id will be automatically assigned to each objection/suggestion submitted online against a proposed amendment, the same shall also be intimated to the public user who submitted the objection/suggestion.

The 10-digit Objection/Suggestion-Id shall have following structure:

"NNN - NNN - NNNN"

i.e., public notice sl no(NNN) - proposed amendment sl no(NNN) - objection sl no (NNNN).

1.1.3 'VIEW QUERY/REPORT/STATUS OF SUGGESTION/OBJECTION DATABASE'

Facilitate members of the public to view/ query:

- (1) the suggestions received by DDA for MPD-2021,
- (2) subsequent objections/suggestions received against the proposed amendments, and
- (3) the actions taken on the suggestions and objections

from DDA's website.

The query result will be on all 'review suggestions' and 'objections against proposed amendments' received by DDA, both online as well as through conventional modes like through letters, e-mails etc.

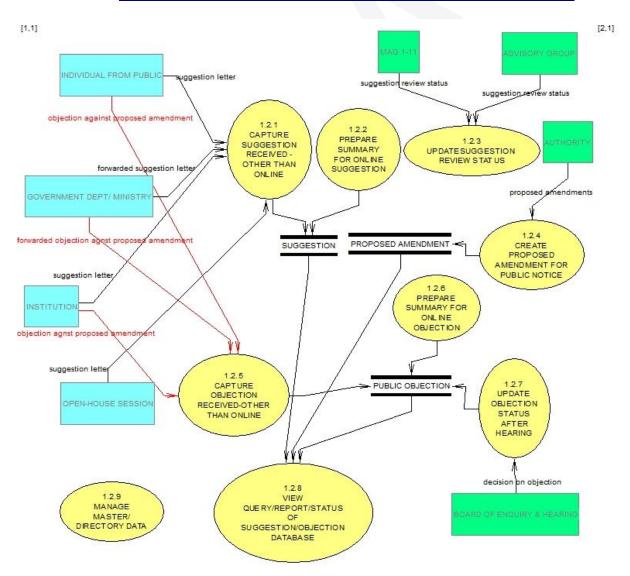
Broad queries/ reports include the following:

 a. Status of specific review suggestion or objection by specifying the query-id or objection/suggestion-id

- b. Source wise suggestion/ objection
- c. Major head, Minor head, Detail head wise suggestion/ objection
- d. Action taken status wise suggestion/objection
- e. List of Suggestion based on which amendment was proposed.

Note: At the time of implementation actual number and type of queries reports may vary.

Module 2: 'DDA BACK-OFFICE SUGGESTION MANAGEMENT'



The application module shall comprise of the following processes:

1.2.1 'CAPTURE SUGGESTION RECEIVED - OTHER THAN ONLINE'

Capture the suggestions received from an individual or an institution through various modes (other than online mode) which include the following:

- 1. Direct by post/email
- 2. Forwarded by Ministries/LG office
- 3. Open House Session

Scanned copies of any documents received along with the suggestion letter are also uploaded.

Each suggestion is recorded under:

- A Major Head (Chapter of MPD-2021)/ Minor Head (Clause under Chapters)/ Detailed Head (Sub- clause under Clause)
- Zone
- District (in case of open house session)
- Source type such individual, government department, association etc.
- Issue type such as environment, FAR etc.
- Diary No.

Sender details, suggestion details and a summary of suggestion received are also recorded.

Note:

A 16-digit unique Query-Id will be automatically assigned to each suggestion captured

The 16-digit Query-Id shall have following structure:

"NN - NN - NN - NN - NN - NN - NNNN"

i.e., source type(NN) - zone(NN) - $major\ head(NN)$ - $minor\ head(NN)$ - $detail\ head(NN)$ - issue(NN) - $serial\ no(NNNN)$.

1.2.2 'PREPARE SUMMARY FOR ONLINE SUGGESTION'

Facilitates insertion of a short summary of a request received online through DDA Website. Also a manual Diary No. is assigned to each online request received.

1.2.3 'UPDATE SUGGESTION REVIEW STATUS'

Record the status of review of a suggestion against MPD-2021, namely, considered, not considered. The record status is automatically assigned 'pending review' when created.

Details of review such as date of review, review summary and the review authority are also recorded.

When a suggestion record review status is updated, a log record with details of the DDA user, activity performed (as 'Updated') and time-stamp are recorded.

1.2.4 'CREATE PROPOSED AMENDMENT FOR PUBLIC NOTICE'

Create proposed amendment to the MPD-2021 document against which objections/suggestions can be submitted by the public.

An amendment pertains to a chapter /clause/sub-clause of the MPD-2021 document. Suggestions received by DDA based on which the Amendment is proposed are also recorded.

1.2.5 'CAPTURE OBJECTION RECEIVED-OTHER THAN ONLINE'

Captures an objection/suggestion received from an individual or an institution through various modes (other than online mode) which include the following:

- 1. Direct by post/email
- 2. Forwarded by Ministries/LG office

Scanned copies of any documents received along with the objection/suggestion letter are also uploaded.

Each objection/suggestion is recorded against one proposed amendment to MPD-2021 document. Following details are also recorded:

- sender details
- source type such individual, government department, association etc.
- summary of objection details
- Diary No.

Whenever a suggestion record is created or edited, a log record with details of the DDA user, activity performed and time-stamp are recorded.

Whenever an objection record is created or edited in the database, a log record with details of the DDA user, activity performed and time-stamp are recorded.

1.2.6 'PREPARE SUMMARY FOR ONLINE OBJECTION'

Facilitates insertion of a short summary of an objection/suggestion received online against a proposed amendment through DDA Website. Also a manual Diary No. is assigned to each online objection/suggestion received.

1.2.7 'UPDATE OBJECTION STATUS AFTER HEARING'

Update review status of an objection/suggestion received after hearing of the same by the 'Board of Enquiry & Hearing'. The status indicates whether the objection is pending for review, considered, or not considered.

Whenever an objection record review status is updated, a log record with details of the DDA user, activity performed and time-stamp are recorded.

1.2.8 'VIEW QUERY/REPORT/STATUS OF SUGGESTION/OBJECTION DATABASE'

Facilitate generation and viewing/printing of various Queries & MIS reports for DDA:

- Suggestion list with various selection criteria
- Objection list with various selection criteria
- List of Suggestions based on which amendment was proposed
- Statistical query/reports on suggestion/objection.
- Contact no. wise suggestion/objection report.
- Reports for listing all directory/ master tables.

Note: At the time of implementation actual number and type of quries/reports may vary.

1.2.9 'MANAGE MASTER/ DIRECTORY DATA'

Create / update/ delete following master data/ directory data:

- 1. Major Head.
- 2. Minor Head
- 3. Detailed Head
- 4. Source Type
- 5. Institution
- 6. Issue
- 7. DDA User & their access rights
- 8. Approving Authority
- 9. Zone
- 10. District.
- 11. Open-House Session
- 12. Public Notice

Note: For Detailed Technical Specifications refer SRS Document for MPD-2021 Review Suggestion Management System through website available with DDA

6.2 Specification of Desktop PCs

SI No.	Item and Configuration
1	Desktop, preferably slim
2	Intel Dual Core (2.8 GHz speed, 1066 MHz FSB & 2 Mb L2
	Cache) or higher
3	Gigabit Ethernet controller
4	2 GB DDR2 800 MHz expandable to 4 GB or Higher
5	500 GB SATA or higher
6	Dual Layer DVD Writer
7	104 Key OEM Keyboard & Optical Scroll Mouse with Mouse
	Pad
8	TCO 03 Certified 19" or higher TFT
9	Windows 7 Professional
10	Antivirus: Latest version with 3 year up gradation validity

6.3 Specification of Scanners

SI No.	Item and Configuration				
1	Flatbed High Speed Duplex Scanner				
2	Optical Resolution upto 600dpi				
3	Duty Cycle upto 500 pages daily				
4	256 levels of Grayscale & 48 bit depth				
5	Maximum Scan Size of 297.2 x 431.8 mm				
6	Automatic document feeder capacity: 200 sheets &				
	Automatic document feeder scan speed: Up to 50 ppm/100 ipm (b&w, gray, color, 200 dpi)				
7	Compatible operating systems: Microsoft® Windows® 7 ready.				
	Windows Vista® x64, Windows Vista®, Windows® XP				
	Professional, Windows® XP x64, Windows® XP Home,				
	Windows® 2000				

8	Connectivity: Hi-Speed USB 2.0
9	Ultrasonic Multifeed Detection

6.4 Specification of Printers

Characteristics	Description		
Speed	17 pages per minute (ppm)		
	133 MHz RISC microprocessor		
	First page out = 15 seconds		
Resolution	1200 dpi or above		
Memory Options	512 MB RAM		
Mass Storage Options	2 and 4 MB Flash DIMMs Greater than 1 GB hard disk		
Expansion Slots	3 100-pin DIMM slots		
	2 enhanced I/O (EIO) slots		
Interface	Bidirectional IEEE 1284-compliant parallel		
	port		
	9-pin serial port		
	Paper Handling Connector (PHC)		
Paper Trays	100-sheet Tray 1		
	Size: 76 x 127 mm to 216 x 356 mm (3 x 5		
	inches to legal)		
	500-sheet Tray 2		
	Size: letter, legal, A4		
	o.zor iottor, iogan, / tr		
	250-sheet Trays 2 and 3		
	Size: letter, A4, executive, legal, B5 (ISO), B5		
	(JIS), A5		
	Optional 500-sheet Universal Tray		
	Supports standard and custom sizes from 149		
	x 210 mm (5.8 x 8.2 inches) to 216 x 356 mm		
	(8.5 x 14 inches)		
Printing	Duplex Printing		
Monthly Duty Cycle	50,000 pages		

6.5 Specification of Laptops

Characterstics	Description
Processor	Intel Centrino Core 2 Duo (Minimum 2.53 GHz, 3MB L2 cache and 1066 MHz FSB) or higher
	processor.

Chipset	Intel GM45 Express or higher chipset		
Memory	2 GB DDR2 800 MHz expandable to 4 GB or		
	Higher		
Graphics Controller	Integrated Graphics Controller		
Sound Controller	Integrated sound controller with Speakers (in built)		
	& Mice.		
Storage	250 GB or higher SATA HDD (5400 or higher		
	RPM).		
Optical Device	Built in DVD +RW Drive (Dual Layer).		
Reader	Built in Card Reader		
Ports	2xUSB (2.0), 1xVGA, Headphones-out &		
	Microphone-in jack, 1xRJ45, Express Card /		
	PCMCIA slot & S-Video/HDMI		
Display	14" or higher XGA TFT display.		
Power Management	Advanced Power Management Feature		
Keyboard	Keyboard with palm rest & Touch Pad with Scroll/		
	Track Point .		
Battery Backup	Minimum 4 Hrs Battery Backup under standard		
	working conditions using Lithium Ion		
	Rechargeable Battery.		
Accessories	AC Power Adapter, Headphone & Leather		
	Carrying case etc.		
OS Support	Windows & Linux		
Weight	Less than 2.6 kgs		
Warranty	Three year on-site Comprehensive Warranty (with		
	one year warranty on battery)		

7.0 Forms and Schedules

7.1 Bid Letter Form

From
(Registered name and address of the Bidder.)
То
Delhi Development Authority
Sir,
Having examined the bidding documents, we the undersigned, offer to provide Services including all additional services associated thereto, also called the "Services" as detailed in the bidding document in response to your Request For Proposal No.
We undertake to:
 Maintain validity of the Bid for a period of 90 days from the date of Bid opening as specified in the bidding document, which shall remain binding upon us and may be accepted at any time before the expiration of that period. Provide Services for a period of four year from the date of Acceptance on renewal basis every financial year in conformity with the bidding documents (and as amended from time to time). Execute all contractual documents and provide all securities & guarantees as required in the bid document (and as amended from time to time). Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract on us.
Dated this day of
Signature
(in the capacity of)
Duly authorised to sign bid for and on behalf of
Witness: (Signatures with name and designation)
(Signatures with name and designation) Address:
Audicoo.

7.2 Technical Details Form

a)	Name of the Agenc	y:				
a)	Incorporated as(S	ate Registered F	in year rm, Co-operative Soc	at ciety or Partnership Firm)		
b)		d any claim in cor		against the Agency or the arried out by them. If yes,		
c)	Whether the age			of Registration under the Yes/No		
d)	Agency profile (*) Address :					
	Name of the top e	xecutive with desi	gnation ·			
	Telephone No : M		gilalion			
	E-mail:					
	Service Tax No:					
	PAN:					
	Office Strength: T	echnical: N	los. Administrative :_			
e)	Name of the office	r authorized to su	bmit the bid :			
	Contact phone nu	mber :	Mobile :	Landline :		
g) ˈ	Turn over:			(In Rs. Crores)		
20	008-09	2009-10	2010-11	Total Turnover		
<u> </u>						

h) Please specify five software development projects each of value more than Rs. Fifty Lakhs, developed in-house and successfully completed during last three

years. Information may be submitted in the following format. Please attach separate sheet for each project and submit unambiguous work orders & satisfactory completion certificates from the clients.

S.No	Caption	Details
1	Name of the Client with address	
2	Project Name and summary (5 lines)	
3	Project Start Date - MM/YY	
4	Project Completion Date - MM/YY	
5	Project Cost (In Rs. Lakhs)	
6	Whether the project is still operational	Yes/No
7	Name of the Client's Contact person with phone	

i) Payment details:

Particulars	Amount (Rs.)	Draft No.	Date	Bank	Branch
Tender Fee					
EMD					

Documents in support of the above may be furnished with page numbers indicated in the index. Please use separate sheets wherever necessary.

Dated this day of	
	Signature
Duly authorised to sign bid for and	(in the capacity of)

7.3 Bid Price Schedule

Name of the Bidder:

S.No	Item	Unit Price (INR)	Quantity	Total price (INR)	Taxes (INR)	Total price with Taxes (INR)
A)	Charges for Development & Implementation of Application Software		1			
B)	Charges for Data Migration per Review Suggestion/ Objection		6000			,
C)	Hardware as per specification	ns at section 6.2	2, 6.3, 6.4 & 6.5			
1.	Desktop PCs		8			
2.	Laptops		3			
3.	Flatbed Coloured High Speed Scanners		5			
4.	Coloured Printers		5			

D) Manpower Cost for Operational Support for 1 year

S.No.	Man-month Charge (INR)	Taxes (INR)	Man-month Charge with Tax(INR)	No. Of Persons	Total Monthly Cost with Tax (INR)	No. Of Months	Total Annual Cost with taxes (INR)
1.				5		12	

E) Post-warranty AMC Charges for 1 year for Application Software

S.No	Annual AMC Charges (INR)	Taxes (INR)	Annual AMC Charges with taxes (INR)
1.			

Total Bid Value

A) Charges for Development & Implementation of Application	Rs
Software	
B) Charges for Data Migration	Rs
C) Hardware cost	Rs
D) Manpower Cost for Operational Support for 1 year	Rs
E) Post warranty AMC Charges for 1 year for Application Software	Rs
Grand Total :	Rs
[A) + B) + C) + D) + E)]	

Note: 1) Financial bids would be evaluated on the basis of Total Bid Value i.e. Application Software Development Cost + Data Migration Cost + Hardware Cost + Manpower Cost for Operational Support for one year + Post warranty AMC Charges for 1 year for Application Software

2) Charges for Data Migration and Manpower Cost for Operational Support shall be payable on actual quantity of work done.

The above rates shall remain valid for a period of four years from the date of award of the contract.

Any increase/ decrease in taxes by Government shall be to the account of DDA.

Dated this day of		
	Signature	
	(in the capacity of)	

Duly authorised to sign bid for and on behalf of:

7.4 Bid Security Form

FORMAT OF BID BOND (EMD)

Whereas (hereinafter called "the Bidder") has submitted its bid
dated For the supply of vide Tender No
dated KNOW ALL MEN by these presents that WE of
are bound unto Delhi Development Authority (hereinafter called "the Purchaser") in the
sum of Rs for which payment will and truly to be made of the said
Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

- 1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
- 2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
- (a) fails or refuses to execute the Contract, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owning to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority

Name

Signed in Capacity of

Name & Signature of witness Full address of Branch

Address of witness Tel No. of Branch

Fax No. of Branch

7.5 Format for Performance Bank Guarantee

PERFORMANCE BANK GUARANTEE

M/s Delhi development Authority,

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. :
In consideration of Delhi Development Authority, having its office at (INDIA) (hereinafter referred to as "DDA" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated/issued Purchase Order No dated with/on M/s (hereinafter referred to as "The
Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).
WHEREAS the Supplier having unequivocably accepted to supply the materials as per terms and conditions given in the Agreement dated /Purchase Order No dated and DDA having agreed that the
Supplier shall furnish to DDA a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for
We, ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No in your favour for account of (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.
Hereby, we undertake to pay upto but not exceeding (say only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.
This Letter of Guarantee will expire on including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.
Authorized Signature Manager Seal of Bank