

RFP NO:

Dated:

REQUEST FOR PROPOSAL (RFP)

FOR

DESIGN, CUSTOMIZATION, IMPLEMENTATION, OPERATION AND MAINTENANCE OF A UNIQUE SMART ADDRESSING SOLUTION FOR URBAN PROPERTIES /ESTABLISHMENTS (USASUP) IN NDMC AREA ON DESIGN, BUILD, OPERATE, MAINTAIN & TRANSFER (DBOMT) BASIS FOR THE PERIOD OF 10 YEARS



NEW DELHI MUNICIPAL COUNCIL (NDMC)

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DISCLAIMER

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

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

Chapter-I

LETTER OF INVITATION

- 1.1 New Delhi Municipal Council (NDMC) intends to procure a firm/agency who will act as Developer cum Licensee for undertaking the project of **Design, Customization, Implementation, Operation and Maintenance of a Unique Smart Addressing Solution for Urban Properties/Establishments (USASUP) In NDMC on Design, Build, Operate, Maintain & Transfer (DBOMT) Basis for the Period of 10 Years.**

More details on the services required are provided in the Scope of Work/Terms of Reference (ToR) of this Request for Proposal (RFP).

- 1.2 The Partner firm/s for undertaking the project task in accordance with this RFP as specified in the TOR and Scope of Work, will be selected under **Least Cost Selection Method (LCS)** as described in this RFP. The Technical Proposals would be evaluated based on the basic eligibility fulfillment and evaluation criteria set forth in the RFP. Financial Proposals (Price Bids) of only those applicants/bidders, who's Technical Proposals qualify, will be opened and evaluated.
- 1.3 The Proposals shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the Authorised representative of the applicant must attest all annexures and forms and any alterations made while filing the proposal. Over writing of figures in the Price Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.
- 1.4 NDMC shall not be responsible for any costs or expenses incurred by the applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to field visits and other tasks as required for submitting the proposal.
- 1.5 NDMC reserves the right to cancel, terminate, change or modify this procurement process and/or requirements of proposal stated in the RFP, without assigning any reason or providing any notice and without accepting any liability for the same.
- 1.6 The bidder may submit the duly filled up RFP documents **online on or before prescribed date and time mentioned in the RFP Schedule** and the same may be opened at as per the scheduled time on the same day in presence of the representatives of the bidding firms who may desire to attend the proceedings in the **Office of Director (IT) at 7th Floor, IT department, NDMC, Palika Kendra, Parliament Street, New Delhi-110001.**

1.7 DOWNLOADING RFP DOCUMENTS

RFP document can be downloaded free of cost from the website of www.ndmc.gov.in and <https://govtprocurement.delhi.gov.in> up to the scheduled date and time.

1.8 EARNEST MONEY DEPOSIT (EMD)/BID SECURITY

- 1.8.1 An EMD of **Rs. 5 Lakhs (Rs. Five Lakhs)** to be deposited in the form of Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favour of

“Secretary NDMC” Payable at New Delhi, of a schedule bank copy of which to be scanned and to be uploaded with other technical documents as mentioned in the RFP. Failing to deposit EMD on or before the last date of submission of bids (Proposal Due Date) shall lead to non -consideration of bid and its automatic rejection.

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

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

- 1.8.3 The EMD is refundable not later than 60 (sixty) days from the RFP Due Date (last date of bid submission), except in the case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Security/ Guarantee. Where a demand draft is provided, its validity shall not be less than 90 (Ninety) days from the Proposal Due Date (last date of Bid Submission), for the purposes of encashment by the Council. The Bid shall be summarily rejected if it is not accompanied by the EMD.

- 1.8.4 The EMD of the unsuccessful bidders shall be returned to them after issue of LOA to the successful bidder. NDMC, will not be responsible for any loss or depreciation that may happen thereto while in its possession nor be liable to pay any interest thereon.

- 1.8.5 **The Bid security/EMD will be forfeited at the discretion of NDMC on account of one or more of the following reasons:**

- a. The Bidder withdraws its Proposal/bid during the period of proposal validity.
- b. Bidder does not respond to requests for clarification of its proposal.
- c. In case of a successful Bidder, the said Bidder fails-to sign the Agreement in time.
- d. In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money and Performance Security/Bank Guarantee (BG) of the bidder/s will be forfeited.
- e. If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by the NDMC.
- f. If the Preferred Bidder fails to provide the Bank Guarantees as per the terms and conditions specified in the RFP and in the Letter of Intent issued to preferred bidder.
- g. Bidder fails to execute the work as per the Contract Agreement.

1.9 VALIDITY OF THE RFP PROPOSAL

- 1.9.1 The Proposal shall be valid for a **period of 90 (Ninety) days from the Proposal Due Date (the "PDD")/last date of bid submission**. In exceptional circumstances, prior to the expiry of the original proposal validity period, the NDMC may request the firms to extend the period of validity for a specified additional period. The request for the extension shall

be made in writing. However, Firms will not be permitted to modify their submitted proposals.

1.10 RFP SCHEDULE : PROCESS OF BIDDING:

S No	Information related to Bid Process	Details
1	Publication of RFP/Bid document.	04th March 2017 (Saturday)
2	RFP Document Fee	NIL
3	Earnest Money Deposit (EMD)	Rs. 5,00,000/- (Five Lakhs)
4	Proposal Due Date/Last Date of Bid Submission.	27th March 2017 3:00 PM (Monday)
5	Bid validity period	90 (Ninety) days from Proposal Due Date (PDD)/last date of bid submission.
6	Last date for submission for queries for clarification to NDMC	14th March 2017 upto 5:00 PM (Tuesday)
7	Pre-Bid meeting	15th March 2017 at 11:00 PM (Wednesday) Council Room, 3 rd Floor, Palika Kendra Building New Delhi Municipal Council Palika Kendra, New Delhi – 110001 Phone: 011-41501383
8	Contact person and email id	Mr. A. W. Ansari Joint Director, IT, NDMC Email on director.it@ndmc.gov.in
9	Proposal Due Date (PDD) i.e. (Opening of Technical/Price Bid – date, time and venue	27th March 2017 AT 4:30 PM (Monday) Office of the Director, IT, NDMC 7th Floor, New Delhi Municipal Council Palika Kendra, New Delhi – 110001 Phone: 011-41501383
10	Presentation before Technical Evaluation Committee	After evaluation of Technical Bids Date shall be intimated accordingly.
11	Opening of Financial Bid	After evaluation of Technical Bids Date shall be intimated accordingly.
12	Letter of Award (LoA)	After finalizing the bid process Date shall be intimated accordingly
13	Signing of Agreement	In due course

1.11 NDMC will not be responsible for delay in online submission due to any reason. For this, bidders are to upload the complete bid well advance in time

so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

1.12 No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.

1.13 **Brief Description of Bidding Process**

The Council has adopted single stage two stages bidding process (referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. The Bidder **will be selected under Least Cost Selection (LCS)** method as described in this RFP.

1.14 Under this process, the Bid shall be invited under two stages- In stage one, eligibility and technical capability of the Bidder will be first examined based on the details submitted under the Technical Bid with respect to eligibility and evaluation criteria stipulated in this RFP. The Financial Bid under the second stage shall be opened of only those shortlisted Bidders who’s Technical Bids are responsive to eligibility and have scored minimum qualifying marks of 70% in the qualification criteria as prescribed in this RFP.

1.15 The sole criterion for selection of the Project Developer cum Licensee is **the lowest Financial Quote/Financial Bid** of all the bidders who have been shortlisted based on their Technical Bids. In the event of more than one bidder quote the same financial price (Bid Price), NDMC may call those bidders (limited to only such bidders) before the Technical Evaluation Committee (TEC) negotiation/ resubmission of the financial Bid. In such a case, the firm that offers the lowest Bid Price will be the selected Project Developer cum Licensee.

1.16 The Bidding Documents include the Contract Agreement for the Project which is enclosed. The aforesaid documents and any addendum issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.

1.17 **DUE DILIGENCE BY BIDDERS**

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

1.17.2 Requests for additional information, or any delay in complying with such requests, shall not, however, in any way affect the obligation of the Bidder to send the complete Bids by the deadline indicated above.

Chapter-II

DEFINITIONS

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

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

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

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

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

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

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

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

“The Government” means the Government of India.

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

“LoA” means Letter of Award;

“Day” means calendar day;

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

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

Bid/e-Bid means formal offer made in pursuance of an invitation by a procuring entity and includes any RFP, proposal or quotation in electronic format.

Client means the NDMC.

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

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

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

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

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

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

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

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

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

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

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

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

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

RFP Call or Invitation for Bids means the detailed notification seeking end to end solution.

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

Work Commencement Date/Appointed Date means the period from 30 days of the date of Execution of the Agreement.

Chapter-III

BACKGROUND INFORMATION AND PROJECT PROFILE

3.1 ABOUT NDMC:

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

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

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

3.2 NDMC'S KEY RESPONSIBILITIES ARE:

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

3.3 NDMC's TRANSFORMATION INTO A SMART CITY

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

- 3.3.2 Many civic governance activities are now performed through IT support /solutions and is consistently expanding cost effective and easy access to information, through multiple devices to residents and visitors. NDMC is already in the process of developing NDMC into a Smart City with the use of IT/ICT based interventions and solutions. In this regard, RFPs have been floated for Smart Poles with Wi-Fi Hotspots, Interactive Information Kiosk, Sensor based parking and Warm LED lights.
- 3.3.3 NDMC has started rendering multiple services through IT based e-governance platforms. NDMC has been one of the first cities to initiate Smart City projects, such as on-line payments for electricity-water bills, property taxes and other online services such as citizen complaint centers, hospital data of birth, Smart Parking etc. NDMC is also taking big strides in moving to mobile platform for rendering citizen services.
- 3.3.4 For greater accountability, transparency, efficiency and promptness, increase reliance has to be made on the online services under the e-Governance. Extensive usage of mobile application in e-governance platform has been envisaged even under the digital India program of Govt. of India.
- 3.3.5 NDMC currently provides integrated public services to citizens and tourists through a mobile cloud based NDMC 311 CITIZEN App since March 2016. There are 14 integrated services for providing information and for registering complaints while giving location, image. The app is available on Android & IOS Platforms.

3.4 **NDMC NETWORK AND DATA CENTRE FACILITY**

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

3.5 **ABOUT THE PROJECT OBJECTIVES OF UNIQUE SMART ADDRESSING SOLUTION FOR URBAN PROPERTIES/ESTABLISHMENT (USASUP) IN NDMC AREA ON PUBLIC PRIVATE PARTNERSHIP (PPP) MODE FOR THE PERIOD OF 10 YEARS**

- 3.5.1 NDMC's jurisdiction has an area of 42.7 Sq. Km. and has approximately 50 thousands households + 10%, NDMC intends to introduce a Unique Smart Addressing Solution for the Urban Dwellings in the city of New Delhi (NDMC Limits) based on a Geo-spatial solution, depicting an Alpha Numeric Smart Address code for each property/establishment in New Delhi with the information of main road, sub road/lane, Landmarks building and the floor. This will ensure the benefits of providing navigation details and address location services to the dwellings/properties within the jurisdiction of NDMC and also help see spatial

depiction of information related to electricity, water connection, property tax and fee collection management.

- 3.5.2 The project also to address more complex situation arising due to consolidation of multiple independent plots into a single plot while building large apartment complexes and corporate campuses or the process by which plots or dwellings are divided further when properties are bequeathed to the next generation. Thus any optimal solution in Unique House Addressing must solve intuitiveness not just by the numbering scheme alone but also by representing this numbering scheme in a GIS based map allowing for geo-location and navigation services to be provided effectively.
- 3.5.3 A 2005 World Bank Report titled “Street Addressing and the Management of Cities” cites “Designating a home address is a big problem indeed, it is one of the most difficult to resolve in urban life, although it may not seem so. The problem is significant because individuals are as defined by their place of residence as they are by their height or the color of their hair or eyes. Today, one’s home address is an integral part of personal identification data: it is found on voter identification and social security cards”
- 3.5.4 New Delhi Municipal Council (the Council), with a view to introduce a Unique Smart Addressing Solution (the “Project”) by engaging Private Operator on Design, Build, Operate, Maintain & Transfer (DBOMT) basis, has decided to carry out the bidding process for selection of a private entity as the project developer cum licensee (the “Project Developer cum Licensee”) to whom the Project may be awarded.

Chapter-IV**TERMS OF REFERENCE (TOR) AND SCOPE OF THE WORK****4.1 OBJECTIVES**

The objective of this Request for Proposal (RFP) is to provide NDMC with a Unique Smart Sequential addressing Solution for Urban Properties / Establishments (USASUP) depicting an Alpha Numeric Smart Address code for each property/establishment in New Delhi with the information of main road, sub road/lane, Landmarks building and the floor. A Geo-spatial based solution has been proposed keeping in mind the benefits of providing navigation details and address location services along with the linkages of metadata with attributes for features such as electricity/water property tax license fee, type of construction occupant's/owner's details etc.

The properties shall be affixed with USASUP plate/sticker

To develop this platform and solution an onsite digital door to door survey is required to be carried out for capturing the Geo position and other attributes describing the property explained in this chapter of RFP document.

4.2 The benefits of a unique addressing system are as given below:

1. Access to the database:
 - a. according to type of occupancy, retrieve data individually or by group for dwelling or type of dwelling, economic use or type of economic use; data should be retrievable by street or neighborhood, or for the entire city; and
 - b. according to address, retrieve data associated with the address or with a street, a neighborhood, or a zone to be identified;
2. Store in memory all changes in occupancy for purposes of creating history files that will make it possible to observe trends;
3. Change or retrieve a new address at any time easily;
4. Add open parameters (data associated with the address) such as electricity/water connection, property tax. License fee, occupancy details. Collection of dissect at any time and in unlimited quantity;
5. Import and export data from/to other applications (street system, facilities, tax system) or another database; and
6. Printing data retrieved and/or all data.
7. Adding/linking pictures and other meta data.

4.3 The Selected Bidder will be Project Developer cum Licensee and shall be responsible for designing, customizing, procurement, implementation, operation and maintenance of the Project under and in accordance with the provisions of the contract agreement (the "Contract Agreement") to be entered into between the Selected Bidder and the Council in the form provided by the Council as part of the Bidding Documents pursuant hereto.

4.4 The selected firm shall implement the project as required by the NDMC. The NDMC will oversee the project and evaluate the situation and conceptualize the plan for execution along with the NDMC. The NDMC will also supervise the execution process of the entire project.

4.5 SCOPE OF THE PROJECT AND THE SERVICES

4.5.1 The data for USASUP shall be collected by the Developer cum Licensee through a physical/onsite digital survey of each and every property/establishment in the NDMC jurisdiction by deploying the adequate and optimal trained Man-Power using the mobile tools (including devices and software and connectivity) based survey solution for capturing real time data and its real time updation and integration in the database of USASUP software developed and maintained and hosted by the firm on the server. The financial proposal is to be made for the onsite digital door to door survey only.

4.5.2 The Developer cum Licensee of Unique Smart Addressing Solution for Urban Properties (the “USASUP”) Project shall carry out the deployment of customized technology infrastructure and the creation of unique and sequential addressing data for the urban Properties in Council’s jurisdiction using the existing design of the technology owned by the Project Developer Cum Licensee. The customization and deployment for implementing the Project rests with the Project Developer cum Licensee and hence the control and the maintenance of the technology rests with the Project Developer cum Licensee during the Contract Period.

4.5.3 The Project Developer cum Licensee shall provide Non-Exclusive Perpetual License to the Council for using the customized technology for the purpose of the Project during the Contract Period without any cost (Except for the cost of onsite digital door to door survey). It is however clarified that all the intellectual property rights with respect to the technology shall be solely with the Project Developer Cum Licensee.

4.6 Project Developer cum Licensee Provide a technology-enabled system to auto-generate a smart, unique and sequential door number at building and Properties level based on the road network for the Council.

4.7 Provide robust, android/iOS mobile DDN generation application for agents to use in their digital survey to generate the unique door number.

4.8 To develop navigational tools using unique addressing smart system platform using the door to door numbers data for used by NDMC as well as by public / other private entity.

4.9 The Total Work Includes:

4.9.1 The onsite digital door to door survey of NDMC property/establishment and data base creation on to the USASUP platform.

4.9.2 Deploying requisite customized technology including the licenses to use the

backend software along with their renewals, if any, requisite manpower, equipment, tools, operating systems, comprehensive maintenance, consumables and any other items/services that are required for implementing the Project and to carry out the operations complete in all respects. For avoidance of doubt, any upgraded version(s) of backend software(s) are also to be procured and maintained by the Project Developer cum Licensee during the Contract Period.

- 4.9.3 Setup of cloud based IT infrastructure by the developer for access to the information generated and collected during the Digital Survey for both NDMC and citizen use and to act as a navigational tool for various uses.
- 4.9.4 Create a digital base map for the NDMC area with all NDMC/Govt. agency roads available within NDMC limits using latest Satellite imagery (no older than 3 months) and data provided by the NDMC.
- 4.9.5 To design, customize and implement a platform to auto-generate a smart and unique house number (alpha- numeric code) that is contiguous with pattern-based road-network encoding logic and can be accessed on web and mobile platforms.
- 4.9.6 The **Digital on site Real Time Survey should collect** the following **mandatory information**:
- i. Full Address including House Number, Floor Level , Building /Apartment Name Landmark near the building /establishment , Street Name/Road /lane , Sub-Locality, Locality, nearby locality/.sub-locality, City, State, Pin Code.
 - ii. Meta-data to include multiple images of the property and link other data base provided by NDMC. Metadata link and forms/schema/template to be developed by the firm and data to be filled by NDMC.
 - iii. Dwelling type (Commercial/Residential/Mixed/institutional/recreational) civic facility unit with color coding
 - iv. Ownership status e.g-Self-occupied /Rented /partly rented/ vacant
 - v. Number of person living in the dwelling unit/property.
 - vi. Civic facilities such as parks, Public Toilet Units, Garbage stations/ BQS/ Foot-Over bridges /information kiosks
 - vii. Type of use / kind of business / institutional activity in the property Digital Surveyed.
 - viii. Construction type: concrete /brick pucca structure/ steel /metal fabricated/Porta-cabin/ temporarily shed structure.
 - ix. Geo- coordinates- Latitude-Longitude capture for each property unit
 - x. NDMC circle wise Door-numbers/properties details.
 - xi. Calculations of distance between properties /landmark.

4.9.7 The Physical Door to Door Number (DDN) Digital Survey also to collect and map/link the following information with the properties surveyed:

- i. Property Tax Identification Number (PTIN)
- ii. Mobile Number & Aadhar number/email IDs (if available) of the residents/occupants/tenants/ managers/ caretakers
- iii. Total land area of the property: which will have measurement of the

- plot area /individual dwelling unit area / commercial unit area / institutional unit area/ civic facility unit
- iv. Electricity Connection, consumer numbers and total Number of connection
- v. Water Connection consumer numbers and total Number of connection
- vi. Estate License/lease number (if any)
- vii. Other source of electricity e.g. Solar/DG Set.
- viii. Other source of water
- ix. Gas connection.
- x. Petrol pumps, LPG Station, Hospitals, Hotels, cinemas, Schools, CNG Stations etc.
- xi. Year of construction/redevelopment of the property /
- xii. Any known litigation /dispute
- xiii. License number / shop establishment/ VAT registration number
- xiv. Rain -water harvesting facility
- xv. In-house MSW recycling /disposal facility.

4.9.8 Affix a weather-resistant board with printed digital alpha -numeric door number for each dwelling after code generation and collecting the required information at the household level.

4.9.9 Provide a dashboard to the NDMC to track real-time access to the generation and progress of digital door number generation during the Digital Survey and afterwards on updation.

4.9.10 Provide data integration support to the NDMC for existing data systems of the NDMC relating to property details (such as dues/fees/ water-electricity connections/ownerships etc.), property maps with the issued unique id from the project.

4.9.11 Provide Project Management support for a 1 year (12 months) period post implementation (commissioning) of the project to help with training for use of application tools, documentation and process creation for the NDMC employees.

4.9.12 The Project Developer cum Licensee should provide a citizen information platform for access and navigation tool to the USASUP (unique address system) platform for 10 years with the following features:

- i. Free USASUP Search and navigation.
- ii. Citizen engagement Platform-Navigation Tools of various establishment, landmarks and road network with depicted on digital navigation map, notification services from NDMC targeting locality/circles.
- iii. Integrate with emergency service (like-fire, ambulance, police, etc.) providers to immediately showcase citizen where a digital door number can be used for navigation by the ambulance/police/fire department. This can be augmented with more integration with the private sector/government agencies for citizen convenience/ commercial use.

4.9.13 Provide a utilities platform for the Council (NDMC) to integrate the following:

- i. Road Inspection/information management system
- ii. Allow system for Property Tax collection based on the new door number.
- iii. Water and Electricity Connections Management system
- iv. License Fee collection system

The features required for utilities platform are described in the table below. For the above utility platforms, applications and data to be hosted on NDMC server. The data will be collected and entered /fed by NDMC on the Digital Form/App developed by the developer who would link the meaningful information/MIS reports on the geospatial map using the unique house address digital information- USASUP Platform / solution.

Sr. No.	Utility Management	Features/ Meta data Required to be linked to GIS based USASUP platform
1	Water and Electricity Connections Management system	<ol style="list-style-type: none"> 1 To link the information related to type of connection-domestic or commercial or other type with unique address system of the property. 2 To record the arrears /outstanding dues against the properties. 3 Information of Electricity consumer number, meter type-mechanical/electrical/static, make of meter-name of OEM, Status of meter- live/ defective/ life, type of connection- single phase/three phase, CT, feeder and pillar to which meter is connected. 4 Water connection detail- consumer number, S number, meter number, meter make- name of OEM Meter available or not, status of meter- defective/ live 5 The monthly dues demand raised and received for electricity / water bills. 6 Defaulters list on account of delay in scheduled payments 7 Notices issued, responded, not responded and disposed off 8 Thermal maps / depiction on map application tool for the above information or any other attributes attribute along with MIS.
2	Property Tax Management System	<ol style="list-style-type: none"> 1. Total number of properties in NDMC Area- <ol style="list-style-type: none"> i) Private ii) Government 2. Assessment finalized / year wise done for the year, not assessed for the year, partially assessed 3. Building type-independent house / multitenant type/vacant land. 4. Demand raised. Tax received by due date 5. Number of remand cases pending upto the particular year

		<ol style="list-style-type: none"> 6. Details of properties where arrears pending in the various ranges above 1 Crore, 50 Lakhs, etc. 7. Notices issued and pending under section-72 of NDMC Act -year wise. 8. Notices issued under section-100 (1) of NDMC Act 9. Request for change of Name in property. 10. Mutations carried out in a year. 11. Annual ratable value 12. Thermal map / depiction on map application tool for the above information or any other attributes attribute along with MIS
3	Estate Licenses/Lease Management System	<ol style="list-style-type: none"> 1. List of Properties, Name of Building with addresses <ol style="list-style-type: none"> i) Private ii) Govt. 2. Classification of Properties into various categories example: Hotels, Restaurants, Kiosk, Shops, Stalls, Govt. offices 3. Area Allotted, License fee fixed / Lease amount fixed 4. Type of Lease Deeds, Date of Lease/License execution, Validity and Renewal, Date of Physical possession 5. Premises property where lease license not executed 6. Trade allowed at the premises 7. Details of Occupants/ Licensee / Lessee Name 8. List of Defaulters / Lease Amount 9. Show cause notices issued, Cancellation of Lease/License order issued, Property sealed, Damages Charged, Sealing executed 10. Pending litigations “District Court”, “High Court”, “Supreme Court” 11. Thermal map / depiction on map application tool for the above information or any other attributes attribute along with MIS
4	Road Inspections Management System	<ol style="list-style-type: none"> 1. Road name, road length. 2. Tagging information like road constructed, repaired, re-laid, carpeted segment-wise, year-wise and aggregated at circle level 3. Road inspection segment-wise, date and time wise 4. Road performance through recording the efforts of maintenance of roads-sweeping done, pot-hole, bell mouth, pruning, lane marking, zebra marking. 5. Thermal map / depiction on map application tool for the above information or any other attributes attribute along with MIS

4.9.14 Conduct a Digital Survey of all dwellings within NDMC limits and issue

a unique USASUP code using the technology and application provided by the project developer cum licensee, Digital Survey and material description below:

i)	Board Material	a. 6x4” Foam board for dwelling/individual property; b. 9x6” Foam board for Buildings of Government and Commercial; c. Board to be between 3-5mm in thickness; d. The USASUP format should be printed or pasted on the board; and e. The board should be affixed with a strong weather proof bond/glue sticker to be color coded for different type of property e.g. Private/Central Govt./NDMC
ii)	Visual ID of Building and Dwelling	To capture picture and elevation details such as floors, usage type etc.
iii)	Meta Data	To capture all address metadata, like landmark, locality, sub-locality, street name, picture/image etc.

- 4.9.15 To provide tools to track and document work effort on restoration of damaged roads, improvement in road conditions undertaken, etc.
- 4.9.16 Provide Project Management support for 1 year (12 months) post implementation of commissioning the project to help with training, documentation and process of creation for the Council employees for their use. The firm shall provide training to selected staff of NDMC (User training as well as administration training) on “train-the-trainer” methodology on all topics related to efficient use and operation of proposed System. The vendor will provide proper hardcopy of the training material/user manual to each participant during training.
- 4.9.17 Provide maintenance support for a 10-years period for Project management support for updating and maintaining the USASUP solution platform through the Single point of Contact (SPOC) support available to NDMC office to help coordinate with new building approvals, up-dation of the existing database on a regular basis, integration into various systems and also address related issues and maintenance/debugging. NDMC Shall not pay any charges towards operation, maintenance, up-dation and hosting of the USASUP solution except the amount quoted in the Price bid by the Developer cum Licensee for the purpose conducting the door to door digital on site survey and putting it on the USASUP platform.
- 4.9.18 USUPA data of sequential Door to Door Numbering (DDN) will be given exclusively access to developer who may give access to citizen through suitable application inter-phase along with navigation tool throughout the contract period of 10 years from the date of commission of the project with out any cost on the part of NDMC.
- 4.9.19 The NDMC may validate the Data of on site Digital Door to Door /Property

Survey furnished by the selected bidder by having a random checks through NDMC officials/third party. In case of any wrong/incorrect/redundant information furnished, the firm shall correct the data without any cost to NDMC.

- 4.9.20 If NDMC find regular ambiguity and redundancy in the data provided by selected bidder for the onsite digital door to door survey then NDMC can take appropriate action on selected bidder as per liquidity damages clause.
- 4.9.21 The licensee cum developer shall provide time slot of total 30 minutes (1800 second) duration between period of 8 AM to 6 PM per day on the live USASUP Mobile/Web App of developer firm which uses or links NDMC USASUP data for the NDMC/NDMC sponsored advertisement during the entire contract period of 10 years without any cost to NDMC. The advertisement shall be placed on the 15% area of the display allowed on mobile / computer / devices hosting the mobile/web App. NDMC may host/publish any advertisement for other department/ agencies for commercial gains also in the assigned time slot. NDMC shall be providing the content to the developer firm for advertising which the developer cum licensee has to oblige. The developer cum licensee has to submit on monthly basis the display log of NDMC advertisement.
- 4.9.22 The licensee cum project developer can only store address information i.e. DDN and complete address on its independent hosting environment / server and give linkages / access to private company / agencies at his own cost & risks.
- 4.9.23 The licensee cum project developer should store complete data collection of door to door digital survey along with meta data and schema / template and transactions / functions should be stored on NDMC server only on real time basis.

4.10 PROJECT SPECIFICATIONS

With the given background, its vision and objectives of a Unique Smart Addressing Solution for Urban Property/Establishment (USASUP) project, this section outlines the high-level requirements of the USASUP Solution. Ensuring scalability and integration of add-on services and enabling proliferation of public and private service providers are cardinal requirements of the project.

4.10.1 Solution Requirements:

S. No.	USASUP Requirement	Description of the Requirement
1	Digital Door Numbering (DDN) platform (USASUP) for sequential addressing system	The digital door numbering platform must generate sequential, consistent and distinct IDs for buildings and unique codes for the associated properties/ establishments/ dwellings including apartments, high-rise buildings and multi-tenant dwellings based on the city's road

		network topology. The encoding algorithm should go beyond simple latitude-longitude mapping, align with the city's road network and municipal jurisdictions, landmarks, lanes, by lanes thereby rendering sequential IDs to all roads in a city in a grouped and intuitive manner
2	Multi-channel access to digital door numbering platform	The platform must be accessible in web, smartphone and offline channels such as SMS. Its use should not be restricted to certain mapping platforms or navigation systems.
3	Maintain seamless relation between main roads, incident roads/lanes, buildings landmarks and associated dwellings/properties	The USASUP code format for the address must take into account the relation between a dwelling and its building, the numbering should be contiguous and automatically identify and link the home's access road
4	Extensibility to Road/Street Signage	As a result of providing unique codes to every dwelling or building the format should also have the ability to uniquely identify every street/road in the defined urban area
5	Support projected urban growth for the next 10 years	The code format should have ability to take into account division and unification of properties without disrupting the code format and maintain intuitive numbering with neighboring properties.
6	Integration & Interoperability with other Government Departments and Private Entities	USASUP platform should have the ability to interoperate and integrate seamlessly with a host of departments', agencies' and service providers' applications. The USASUP Solution should achieve this by providing easy to use web and offline services that can be used to seamlessly integrate with other departments.
7	Facilitate efficient governance through quick identification of Incident/ Grievance Location.	Identify civic and governance issues by finding the location faster allowing NDMC to deploy appropriate resources to mitigate and de-escalate situations faced by both citizens and internal officials.
8	Possibility of reuse and extension of existing Unique area based identifiers.	The solution must aim to extend or reuse to the extent possible any existing solution that uniquely identifies areas or a particular region.

9	Provide an internet enabled Mobile-App based Digital Survey Application to collect Citizen Address Information.	The Solution must provide an internet enabled Mobile-App based Digital Survey application that captures each individual dwelling address information in a format mutually agreed upon
10	Utility platforms	Information for Property Tax, Estate License fee, Water/Electricity Connections, Road Information Management Application to be developed linked with USASUP. Data will be provided and entered by the NDMC Departments.

4.10.2 Technical Requirements:

S. No	Header	DDN Requirements	Description of the Requirement
1	Infrastructure	Data Hosting	All data related to the Unique Addressing solution will be hosted on the cloud.
2	Infrastructure	Scalable infrastructure	For the DDN property ID data, the ability to handle large traffic through quick spin up of new servers and load-balance across data centers
3	Infrastructure	Data Retrieval	An efficient data retrieval mechanism should be built to ensure that access to data is quick and comprehensive. This module should be available to users based on permissions and privileges
4	Infrastructure	Concurrent Access	Since the platform will be both citizen and business focused, it will need to support concurrent connections at large scale with acceptable response times for up to 01 lakh dwellings/ properties/establishment
5	Core Platform	Address Uniqueness and Smartness	The addressing solution for urban dwellings/properties/establishment must be unique and must provide extensibility for future growth of the NDMC. In this regard the addressing solution must support at least 1 lakh urban dwellings of the NDMC region. The address format should have an intuitive design which allows the possibility of pinpointing locations or regions as it relates to the road network
6	Core Platform	Multi-Channel Delivery	The unique addressing solution must support multiple channels including the internet through a web-browser and Mobile phones through a Native, or Web or a Hybrid

			<p>Application. The solution must facilitate the following facets:</p> <ul style="list-style-type: none"> • Non-internet Scenario • Non-smartphone Scenario
7	Core Platform	Data Quality	The system should use self-learning algorithms to take in sample data for cleansing and use to collate high-quality data sets that can be used for future reference.
8	Core Platform	Quick Search	Ability to search for the address codes should be available across multiple mobile and non-mobile platforms with redundancies inbuilt for failure and speed.
9	Core Platform	Mobile integration methods	Mobile integration should be available to authenticated 3rd party partners through a secure key. The actual integration can be done either through an SDK (Software Development Kit) or APIs
10	Core Platform	Integration-ready for other tech platforms like Kiosks/Point of Deliveries (PoDs)	System architecture should be robust to be used in other instruments or platforms such as kiosks that could be installed in the neighborhoods, bus stops etc.
11	Core Platform	Integration with navigation, routing and other GIS systems	Based on the IDs, the system should be able to provide address information to one or more navigation, routing and GIS systems. At the same time, navigation should not be limited to specific platforms but work with all available products in the market
12	Digital Survey Platform Features	Activation Platform	Since the project entails giving IDs through physical inspection and verification, the system will have a technology platform (Available on one or more mobile platforms) and uses device sensors (such as GPS, Altimeter) to capture property information including multimedia files and sync with an ID for future reference. The platform should not require specialized technical skills from activation agents to ensure the activation can be done in an economical manner
13	Digital Survey Platform Features	Activation Platform Requirements	On-ground activation should be possible with mobile phones running the Android Operating system at 4.4.x and higher. The device requirements should not be more than

			standard devices required for running general apps, location services and graphics card.
14	Digital Survey Platform Features	Multi-attribute Address tagging system	The Mobile Digital Survey app must allow each address to include a number of attributes as defined by the NDMC.
15	Digital Survey Platform Features	Remote-install applications across agents	Ability to push updates to agent systems during activation to ensure any upgrades are immediately available and data quality is high
16	Privacy and Security	3rd Party Access	Using frameworks such as API and SDK, the information should be available to other non-governmental bodies with multi-layer authentication (public + private keys) to ensure secure, broader adoption
17	Privacy and Security	Access security and DDOS Attacks	Automated and manual measures in place to ensure private information is adequately secured according to latest industry guidelines.
18	Privacy and Security	Multi-layer Privileges and Permissions	Based on a detailed information available from all parties, a comprehensive multi-layer permissions/access modules that limits and exposes information based on the user's role within the system.
19	Data Management	Activation monitoring	The platform should allow for real-time review agent performance of creation of digital door numbers during the Digital Survey, ability to verify the accuracy of information against specific quality parameters and make changes as required
20	Data Management	Segmentation of Digital Survey Data	The data that is collected through the Mobile Digital Survey Application contains Personal Identifiable Information, Address Information and Dwelling Information. The Digital Survey application should provide segmentation of data such that each of these information can be stored in separate configurable physical databases
21	Data Management	Data Integration	The system should be designed to quickly integrate with other departmental information to provide a comprehensive data module that can be used by different heads for effective governance
22	Data Management	Data Flexibility and Extensibility	Ability to add more information to the platform from other systems or inferred data as required without the need to re-execute the entire project

23	Data Management	SMS-based grievance cell	A technology platform to provide SMS-based address information based on defined text protocol established in collaboration with all parties.
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4.10.3 Project Management Requirements:

1	Training Manuals	Build and create appropriate training documentation and train NDMC staff on usage of various systems to effectively operate
2	Training	Provide necessary training on the above documentation to NDMC staff on usage
3	Marketing Material	Build and provide marketing material for NDMC to share and market to citizens for adoption of DDN
4	Build multi-phase marketing campaign	Propose and build a multi-phase marketing campaign with clear phase wise goals for the NDMC to implement
5	Support and maintenance of DDN Platform	Vendor to provide maintenance services for the period of the Concession/Contract Period for overall system stabilization, software and IT infrastructure solution maintenance for the DDN system.
6	Board Material	<ul style="list-style-type: none"> a. 6x4" Foam board for dwelling; b. 9x6" Foam board for Buildings of Government and commercial. c. Board to be between 3-5mm in thickness; d. The USASUP format should be printed or pasted on the board; and e. The board should be affixed with a strong weather proof bond/glue
7	Visual IDs of Building and Dwelling properties/ establishment	Capture picture and elevation details such as floors, usage type etc.
8	Meta Data	Capture all address meta data, like landmark, locality, sub-locality, street name, etc. as specified under the Scope of Work.
9	Optional Digital Survey data	PTIN where available, Phone number of user/resident and Old House no. where available or given
10	Project Management Support	<ul style="list-style-type: none"> a) Manage the overall deliverables and adhere to the project timelines. b) Coordinate and ensure adequate staffing for successful project execution c) Provide MIS reporting for the NDMC at periodic intervals to provide a check on the project status d) Be responsible for quality assurance of the deliverables outlined in the scope of services

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| | e) Be the primary interface with other government departments for the digital door numbering project. |
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4.10.4 Service Level Metrics

S. No.	Service Level Metric	Performance Standard	Measurement Method
1	Availability of USASUP Services and Infrastructure Components	The USASUP platform and infrastructure components shall be available 99.9% of the time for the entire calendar month except in the case of scheduled outages.	The Agency/NDMC will set-up automated methods and tools for measurement of USASUP platform and infrastructure availability as requested by the NDMC. The availability reporting will include all incidents of scheduled and unscheduled outages.
2	Availability of customer support	The USASUP customer support services are required to be reported over a mutually agreed communication channel.	The Agency and NDMC will set-up automated methods and tools for measurement of customer support issues on an on-demand basis.
3	Growth in number of customers	The Agency/NDMC and NDMC will work together to ensure more private entities adopt the USASUP platform	Mutually agreed upon reporting format will be closed between Agency/NDMC and NDMC
4	Accuracy of Digital door to door survey.	99 % accuracy in the data collection and rendering/integration USASUP platform.	Validation of data by NDMC/third party.

4.10.5 DELIVERABLES & TIME LINES

The table below outlines the deliverables by the NDMC under this contract

Sl. No.	Deliverable Milestones	Description	Time Lines for completion of the Milestone from the Appointed Date (30 days from the date of Execution of Agreement)
1	Establishment of supporting IT infrastructure for USASUP development and Property Survey	Setup of a cloud based IT infrastructure for USASUP	30 days

2	Development and refinement of maps within the jurisdiction of the Authority including ward boundaries to support generation of the USASUP for each dwelling.	NDMC and its circle or localities boundaries printed maps will be provided by the NDMC for digital rendering by the Licensee-cum-Developer for the use of USASUP	45 Days
3	Development of a Mobile based App Technology Solution for conducting onsite Door to Door Digital Survey of each property of NDMC Area on real time basis. (The Mobile App should support iOS/Android platform and Tab compatible and; A Technology Solution to provide a smart and unique maps based addressing solution in the web and mobile channels.	The field staff should be able to capture and enter Digital Survey data on real time basis by using the Cloud based mobile app available on Tab with wi-fi enabled and the data directly getting fetched to Database link to GIS Map developed by the Licensee cum developer and the data linkages to the map based application.	45 days
4	Completion of onsite Digital Surveys of properties within NDMC areas.	The information (Personal Identifiable Information and property Information) deemed important for the NDMC will be collected through a Mobile based application provided by the NDMC	120 days
5	a) Hosting of NDMC Properties Information along with utility platforms for electricity, water, estate license fees and property tax and b) Provide a citizen application for accessing USASUP and Administrative Information and Broadcast Platform for notification /messages form NDMC based on the Unique Property Addressing System which can be filtered circle or locality wise for targeting unique group of citizens Development ,testing and validation of the schema/proforma for the utility platform for water/electricity	The hosting of the information (Personal Identifiable Information and Dwelling Information) collected by the vendor on behalf of the NDMC	140 days

	connections details, property taxes/estate licenses, roads details etc.		
6	Affix Printed board/stickers to each dwelling/properties/ establishment	Affix a weather-resistant board with printed digital door number for each dwelling after code generation and collecting the required information at the household level Blue colour boards are for domestic (Private) properties with black letters and brown coloured boards for commercial properties with black letter. Both the boards contain. NDMC logo in standard green colour. The specimen is annexed. For Govt./NDMC Properties white background with Black Letters	180 days

Note: The above mentioned milestone/deliverables are to be completed within 180 days from the date of commencement of work (the commencement date is defined as Appointed date which is 30 days from the date of Executing/Signing of the Agreement) failing which it shall attract Liquidity Damages and actions as per the Agreement.

4.11 Bid Price that shall be quoted by the bidder shall be per dwelling/property amount required by the Bidder for Project implementation which broadly covers the hardware, software and manpower for the Door to Door survey and for generating sequential digital door number and its related services which includes man-days cost, studies, Digital Surveys, investigations, equipment, technology, database management, GIS interface, server installation and maintenance, web interface, local transport, travel & sojourn, printing of DIGITAL DOOR NUMBER plates and affixing/Pasting, and stationery and all such other expenses that will be incurred for effective implementation, operation and maintenance of the Project.

4.12 APPLICATION STANDARDS

The software/ services supplied under this contract shall conform to the standards mentioned in the technical specifications and when no applicable standard is mentioned to the authoritative standards, such standard shall be latest issued by the concerned authorities.

4.13 NO UNAUTHORIZED CODE

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

4.14 CONFIDENTIALITY OF NDMC DATA

The Successful Bidder will treat as confidential all data and information about NDMC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior explicit and written approval of NDMC.

4.15 FUTURE UPDATES

The Bidder/Supplier is required to provide, install and commission all software up gradations/ enhancements from time to time, during project duration free of cost to Purchaser/NDMC. Any up gradation in application shall be made available to NDMC without any additional cost during the entire period of contract of 10 years. All the incidental expenses for making systems operational will be the sole responsibility of vendor without any additional cost. The developer/Licensee update of data by the developer within 07 (Seven) days of the request sent and USASUP Alpha-Numeric plate/sticker.

4.16 EXCLUSIVE LIMITED RIGHTS OF THE SUCCESSFUL BIDDER FOR USE OF USASUP DATA:

The database of information (dwelling / property level) and any other information developed as per the provisions of the Agreement shall be the property of the Council. For the avoidance of doubt, it is hereby clarified that the Council shall ensure that the Project Developer cum Licensee shall have the exclusive right to use the developed database of the publicly available data in respect of Unique sequential Smart Addressing System of the Properties (USASUP) for navigation, emergency services linkages etc. for revenue generation during the Contract Period, within the provisions of the Agreement. The departmental information linked with the USASUP shall not to be hosted on the public domain without prior and explicit approval of the Council.

4.17 COUNTERPART SUPPORT BY THE NDMC

- i. Provide vendor any and all existing maps or data to help accurately identify road networks, areas, etc. for base map creation
- ii. The hosting of the information collected by the Vendor on behalf of the Municipal Council
- iii. Communication effort to make all stakeholders both within the NDMC Area and outside aware of the benefits of USASUP and to ensure successful adoption using for a minimum period of 10 years:
- iv. Other support for effective implementation of DDS.
- v. NDMC will issue an authorization letter to the vendor for carrying out the Digital Survey.
- vi. NDMC officials shall also be accompanied the representative of the bidder for Digital Survey visit in VVIP premises.
- vii. Data entry is to be provided for schema/template to capture meta data such as taxes, electricity/water meter related data and roads etc.

4.18 PERIOD OF CONTRACT: This contract agreement shall be valid for a period of Ten (10) years counted from the 30 days of the date of execution of agreement (i.e from Commencement Date/Appointed Date).

4.19 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of

this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Project Developer cum Licensee set forth in the Contract Agreement or the Council's rights to amend, alter, change, supplement or clarify the scope of work, the License to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Council.

- 4.20** The Contract Agreement sets forth the detailed terms and conditions for grant of the License to the Project Developer cum Licensee, including the scope of the Project Developer cum Licensee's services and obligations (the "License").

Chapter-V

BID CONDITIONS AND INSTRUCTIONS TO BIDDERS

5.1 ONLINE PROPOSAL/BID SUBMISSION

- 5.1.1 The bidder is responsible for registration of the e-procurement portal (www.govtprocurement.delhi.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline as provided on the website. Bidders should have valid class II Digital Signature Certificate (DSC) obtained from certifying Authorities.
- 5.1.2 The Bidder shall provide all the information sought under this RFP document, NDMC would evaluate only those RFPs that are received in the specified forms/formats/annexures/appendices and complete in all respects and within the submission date and time. The RFPs shall be submitted online only.
- 5.1.3 The format/documents /figures shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder and then uploaded. All the alterations, omissions, additions, or any other amendments made to the RFP shall be initialed by the person(s) signing the RFP. The RFPs must be signed by the authorized signatory (the “Authorized Signatory”).
- 5.1.4 Bidders should note the Proposal Due Date (PDD) - last date of submission of the bid, as specified in the RFP schedule, for submission of RFPs. Except as specifically provided in this RFP, no supplementary material will be entertained by NDMC, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of RFP due date. Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

5.2 While submitting the bid, it may be noted that:

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

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

5.3 The Mode of RFP is Online and shall be Two Bid/Stages system:

5.3.1 Under this process, the Bid shall be invited and examined under two stages:

a. Technical bid

b. Financial Bid

5.3.2 Eligibility and qualification of the Bidder will be first examined based on the details submitted under the Technical Bid with respect to basic eligibility and qualification criteria for technical bid stipulated in this RFP. The Financial Bid under the second stage shall be opened of only those shortlisted Bidders who's Technical Bids are responsive for the eligibility and have scored minimum qualifying marks in the Evaluation Criteria as prescribed in this RFP. The sole criterion for selection of the Project Developer cum Licensee is the lowest Financial Quote of all the bidders who have been shortlisted based on their Technical Bid.

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

5.4 The Bidder shall submit the proposals online as described below:

- a) The Bidder shall submit its Technical and Financial bids in the form and manner specified in this RFP document online only.
- b) The Technical bid shall not include any financial information relating to the Financial RFP. In case financial bid is given/uploaded with technical bid documents it shall be summarily rejected.
- c) The proposals submitted should have all pages numbered. It should also have an index giving page wise information of documents. Proposal that are incomplete or not in prescribed format will be summarily rejected.
- d) Prices should not be indicated in the Technical Proposals. All the columns of the quotation form shall be duly, properly and exhaustively filled in.
- e) The Bidder is allowed to submit only one proposal against this RFP.
- f) The bidder has to submit the complete proposal and not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder.
- g) Documents in support of eligibility must be enclosed with the RFP. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.

- h) Bidders are advised that the selection of successful firm shall be on the basis of an evaluation by NDMC through the Selection Process specified in this RFP document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NDMC's decisions are without any right of appeal whatsoever.
- i) Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal.
- j) Broad description of the objectives, scope of services, deliverables, and other requirements relating to this Contract are specified in this RFP.
- k) Any entity which has been barred by any agency of the Central Government, any State Government, any Statutory bodies, or any public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- l) It shall be deemed that by submitting the Proposal, the Applicant has:
 - i. made a complete and careful examination of the RFP;
 - ii. received all relevant information requested from the NDMC;
 - iii. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the NDMC or relating to any of the matters referred in the RFP;
 - iv. satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - v. acknowledged that it does not have a Conflict of Interest; and
 - vi. Agreed to be bound by the undertaking provided by it under and in terms hereof.
- m) The NDMC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the NDMC.

5.5 ELIGIBILITY AND QUALIFICATION CRITERIA FOR THE FIRMS

- 5.5.1 RFPs of only those Bidders who satisfy the Conditions of Eligibility, stated herein will be considered for further technical eligibility under the Evaluation Criteria by NDMC.
- 5.5.2 The following basic eligibility criteria must strictly be fulfilled by the Bidder. The Bidder must submit documentary evidences in support of their claim for fulfilling the criteria. The bids received without the documentary evidences shall be rejected summarily. Non-compliance of any condition shall lead to disqualification in Technical Bid:

Basic Eligibility of the Participating Firms:

S No.	Eligibility Criteria	Documents to be submitted
1.	<p><u>BASIC ELIGIBILITY CRITERIA</u> The Bidder should be a registered Company in India as per Indian Companies Act, 1956/2013, or; Proprietary ship or Partnership Firm/Limited Liability Partnership Firm.</p> <p>Consortium is allowed with maximum combination of two firms only. One of the parties in the consortium partner will be the Prime Bidder/Lead Bidder. The Prime Bidder/Lead Bidder shall be treated as “Bidder”</p> <p>The Prime bidder /lead bidder of the consortium should alone meet the technical criteria. However, any of the consortium partner may meet the financial criteria. (Turnover)</p> <p>Firm to be in business for at least 2(two) years at the time of Bid submission.</p> <p>The Prime bidder should be IT Enabled Services Company and dealing with development, supply & installation of geo spatial information software/Digital Map Integration Software with utility platforms/Digital Unique Addressing System Software Development Work.</p>	<p>Copy of Certificate of Incorporation and Certificate of Commencement of business in case of Public Limited Company or Certificate of incorporation in case of Private Limited Company, issued by the Registrar of Companies.</p> <p>Copy of the Registration.</p> <p>Auditor’s/CA Certificate</p> <p>1. Copy of the consortium agreement in case of consortium, clearly specifying the roles and area of specialization of the individual parties of consortium, duly signed by Consortium parties on Rs. 100 non-judicial stamp paper should be enclosed. The agreement should also clearly define the Prime Bidder/Lead Bidder and should be individually and jointly signed by each of the Consortium parties.</p> <p>2. The declaration of operating office address in India.</p>
2.	<p>The Bidder should be having an average annual turnover of minimum Rs. 1 crore during Two Financial Year. i.e., 2014-15 & 2015-16.</p> <p>or be recognized as Startup under Department of Industrial Policy and Promotion, GOI.,</p> <p>Turn over requirements shall not apply to start ups however Solvency Certificate has to be submitted by the Starts up</p>	<p>Copies of the last financial years (2014-15 and 2015-16) audited balance sheet should be submitted or Auditor’s Certificate.</p> <p>In case of Start-up the recognition Certificate from Department of Industrial Policy and Promotion, GOI.</p>
3.	<p>The Bidder should have positive net worth during last year i.e. 2015-16.</p>	<p>Auditors/CA Certificate.</p>

4.	Tax Registration of the Prime bidder and Income Tax Pan	Certificates of VAT/Sales Tax where business is located (If applicable) Certificate of Service Tax and Income Tax
5.	<u>TECHNICAL CRITERIA</u> The Bidder to have experience with the execution/initiation of a technology-enabled digital door numbering project for an Indian city with at least 50 thousand households/Properties, as evidenced by the awarding of a municipal corporation contract/any other Govt. Development Council/Govt. Agency.	Copies of orders obtained/contract executed should be enclosed, along with Certificates, if any, issued by Government Organizations / Municipal Corporations from India for developing and commissioning the project in last 5 (five) years.
6.	The Bidder must have the ability to seamlessly integrate its platform and systems with other public and private sector enterprises to extend the value of USASUP system to other domains and/or use cases which benefit the Council or its citizens having linkages with emergency services like fire, police, ambulance, citizen engagement platform etc.	Photocopies of the relevant documents / certificates to establish the capability like agreements, website/mobile applications.
7.	Clean Track record of dealing; bidder/Any consortium partner should not be blacklisted by any Government Agency in India	Undertaking to this effect to be submitted as per format provided in the RFP

NOTE:

Necessary documents have to be submitted to the satisfaction of the Council in the formats/forms as per the Annexure-II to Annexure-VI along with all forms (A to E) of Annexure-V.

5.5.3 **Evaluation Criteria for technical bid qualification** The Bidders are considered eligible provided they satisfy the above eligibility and bid is not found non-responsive as per para 5.9 and will be further evaluated on the on the following evaluation criteria:

(Table Follows)

Evaluation Criteria for Technical Bid Qualification:

S No.	Attributes and Component Marks	Maximum Marks	Documents to be Submitted
	<p>Similar experience of execution/obtained orders/initiation of a GIS technology-enabled sequential digital door numbering project for an Indian city:</p> <p>At least 50 Thousand dwellings / Properties: 7.5 marks</p> <p>More than 50 thousands dwellings unit: 10 Marks</p>	10 Marks	Photocopies of the relevant documents / certificates should be submitted for establishing the credential.
2.	<p>Features of proposed USASUP solution:</p> <p>Each of the following will be considered for the solution available/proposed: (Total: 40 Marks)</p> <ol style="list-style-type: none"> 1. Geo-Spatial/GIS mobile app for creation of smart solution code not limited to USASUP codes (Able to capture Meta data also): 5 Marks 2. Publicly available USASUP Code Search portal: 5 Marks 3. Citizen Engagement Platform: 5 Marks 4. Open Data Format: 5 Marks 5. Road/Properties information platform: 5 Marks 6. Integration with Emergency services Providers like Ambulance/Fire/Police, : 5 Marks 7. Integration with Private delivery/logistics company: 5 Marks 8. If bidders participate in bid without any consortium : 5 Marks 	40 Marks	The details should cover the Bidder experience in development of each of the things mentioned in RFP Document. The Evaluating Committee will give weightage to Bidder's experience in each of the eight areas while awarding marks.

3	<p>Availability of Technical Staff on the payroll of the Firm Between 20-30 persons: 5 marks Between 30-40 persons: 7.5 marks More than 40 persons: 10 marks</p>	10 marks	<p>Upload the organization structure details alongwith broad category of department and personnel duly certified by the Authorized Signatory of the firm)</p>
4	<p>Approach Concept, Work flow, creativity, Architecture, User interface, Security features, methodology, staffing and Project implementation Plan, scalability of the proposed system, etc., for effective execution of the Project. Following attributes will be considered for awarding the marks:</p> <ol style="list-style-type: none"> 1) The vendor must have the ability to seamlessly integrate its platform and systems with other public and private sector enterprises to extend the value of digital door numbering system to other domains and/or use cases which benefit the NDMC or its citizens. This should be supported by necessary documentary proof from its clients. 2) The vendor should have experience in building technology platforms that automatically generate a sequential, consistent, unique ID for both buildings and dwellings using a road-network data and to also automatically provide unique identifiers for every road using current NDMC administrative boundaries. The platform should show integration ability with navigation applications via smartphones but still be intuitive enough to be used in a non-smartphone environment using regular road signs. 3) The Vendor's technology platform should be immediately available for execution as evidenced by a working demonstration during the technical evaluation 4) Should have an experienced with expertise in the following areas: - Large-scale computation 	40 Marks	<p>The Bidder to submit a detailed proposal not exceeding 7-10 pages on the approach for Project implementation and development The Bidders shall also have to give a presentation before the Evaluation Committee about the same.</p>

	<p>- Technology platform development</p> <p>- Geo-spatial platform with proven track record in other mapping companies</p> <p>5) Project managing large scale Digital Surveys (at least 50,000 properties)</p> <p>6) The Vendor's Technology platform should work on all mapping systems and not require enterprise licenses for deployment and general usage by the NDMC and its citizens.</p> <p>7) The vendor should have a robust and reliable mechanism and infrastructure in terms of devices, software, connectivity, trained manpower to collect real time digital data during the onsite survey of properties and seamless integration with USASUP database hosted on server.</p> <p>8) Integration & Interoperability with other Government Departments and Private Entities</p> <p>9) Digital survey deployment/ action plan, methodology, data fidelity while conducting the survey, MIS/Progress dashboard</p>		
	Total:	100 Marks	Minimum Score required for qualification = 70 marks

Note:

1. Technical bid evaluation will be done on the scale of 1 to 100 points. The Bidders qualifying Technical Evaluation Criteria with **70%** or more will be considered as technically responsive bid and shall be considered for the opening of Price/Financial bid.
2. Bidder is required to submit necessary credentials/ documentary proof of Purchase Order/ Agreement, detailing Scope of Work, Timelines, project experience certificate etc. or relevant documents in support each of above parameters.
3. Technical bid evaluation will be done by a Technical Evaluation Committee (TEC) constituted by NDMC.
4. TEC will go through all the documents submitted by the Bidder to do the technical evaluation. TEC will also be free to do reference checks with the client(s) of the Bidder as per the details provided by the Bidder. In addition, TEC may seek clarifications from the Bidder during the presentation session of the Bidder. The decision of TEC will be final.

5. The write-up/presentation copy of the evaluation item at Sr. No. (4) of the table above to be submitted by the bidder after presentation and shall become part of the technical bid of the bidder.
6. Presentation: Each bidder has to make a presentation to the bid Evaluation Committee at a date, time and venue as informed by NDMC. The Technical presentation must inter-alia - include the following:
 - a. Understanding of the Project Requirements
 - b. Highlights of the Proposed Solution
 - c. Proposed Approach & Methodology
 - d. Detailed Project Plan
 - e. Coverage of individual Modules in Proposed Application
 - f. Proposed architecture
 - g. Proposed team composition
 - h. Live Demo of the Solution for Proof of Concept.
 - i. Digital survey deployment/ action plan, methodology, data fidelity while conducting the survey, MIS/Progress dashboard.
7. **Minimum score required for qualification is 70% of marks.** The Bidders not meeting the said qualification criteria are deemed to be disqualified from further RFP evaluation process. Financial Bids of only those Bidder(s) who have met the qualifying criteria will only be opened for Financial Bid evaluation.
8. Even though the bidders score qualification marks, they are subject to disqualification if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and / or record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

5.6 FINANCIAL/PRICE BID EVALUTION

The Financial RFP shall be submitted online and digitally signed in the formats at **Annexure-I** (the “Financial PROPOSAL/FINANCIAL BID/PRICE BID”) clearly indicating the total cost of the Work (onsite digital Door to Door Survey)-, in Indian Rupees. In the event of a difference between the arithmetic total and the total shown in the Financial bid in the RFP, the lower of the two shall prevail. Financial Bid comprising of the Price Bid to be uploaded on e-RFP Portal Govt. of GNCT Delhi in the prescribed format.

The financial bid of the only technically eligible and qualified firm / bidder shall be opened. The bidders who technically qualifies will only be eligible for financial bid opening. The lowest price bid shall be declared as L1/lowest bid for consideration of Award of Work.

While submitting the Financial RFP, the Bidder shall ensure the following:

- (i) The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial RFP, it shall be considered non-responsive and liable to be rejected.
- (ii) All applicable taxes including VAT/sales tax, Service Tax/levies / Octroi shall be **INCLUDED** in the financial bid and calculated as per applicable laws. All payments to firm shall be subject to deduction of taxes at source as per Applicable Laws. It is the responsibility of the Bidder to clearly identify all costs associated with any services as per the RFP Document and submit the total cost in the Financial Bid.
- (iii) Prices quoted will be firm for the entire period of digital survey and the Contract period of Ten (10) years.
- (iv) The Price bid shall also include incidental charges, if any and no separate charges shall be paid by NDMC other than those quoted in the Financial /Price bid.
- (v) Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the License including implementation and operation of the Project.
- (vi) The sole criteria for selection of the Project Developer cum Licensee is **the lowest Financial Quote** of all the bidders who have been shortlisted based on their Technical Bid. In the event of more than one bidder quote the same financial price (Bid Price), NDMC may call those bidders (limited to only such bidders) for negotiation/ resubmission of the financial Bid. In such a case, firm that offers the lowest Bid Price will be the selected Project Developer cum Licensee.
- (vii) The Bid Price should be quoted in Indian Rupees that is inclusive of all taxes. The Bid Price shall be Project development charges per dwelling (the "Project Development Charges") for the sequential digital survey as quoted by the Bidder for implementing the Project as per the provisions of the RFP. The Council shall pay the amount as per the provisions of the Contract Agreement.
- (viii) Bid Price is the per dwelling amount required by the Bidder for Project implementation which broadly covers expenses for conducting the door to door digital survey for generating of digital door number and its related services which includes man-days cost, studies, Digital Surveys, investigations, equipment, technology, database management, GIS interface, server installation and maintenance, web interface, local transport, travel & sojourn, printing of sequential DIGITAL DOOR NUMBER plates and affixing/Pasting, and stationery and all such other expenses that will be incurred for effective door to door digital survey and its implementation.
- (ix) It is to be noted that under the present RFP, NDMC shall be liable to make payment only for the cost of initial survey property of property (On site sequential digital door to door survey) as per the financial proposal of the successful bidder as per the contract agreement. After

completion of the digital door to door survey work, the firm will update and maintain the GIS platform alongwith USASUP tools and other NDMC application for entire contract period i.e. for 10 years free of cost. NDMC shall not be liable and responsible for any cost towards maintenance, updation, up gradation / enhancements, security patch-ups / debugging, management & operation and hosting (other than NDMC Data & services), licenses, manpower expenses etc during the entire period of contract of 10 years and the firm shall maintain and operate the project in public private partnership mode.

- (x) In order to keep the Bid Price competitive, the Bidder(s) may consider discounting the expected revenue from various sources as per the provisions of this RFP. The monetization of the data developed (the alpha-numeric Unique Addressing System only without any other associated departments information/meta data of NDMC) and its analytics along with its commercial value creation solely rests with the Project Developer cum Licensee and the Council shall not come out with a commercial value creation plan in this regard.
- (xi) The Project Developer cum Licensee shall, in consideration of its services, be entitled for Advertisement Rights for any citizen application using the Unique Addressing System Navigation only in accordance with the provisions of the Contract Agreement.

5.7 TOTAL PROPERTIES TO BE SURVEYED

The initial survey of total properties falling in NDMC Area could be $\pm 10\%$ of 50,000 (Fifty Thousand) numbers. However the cost of survey shall be paid for the actual number of property surveyed during the 180 days period allowed for completion of survey of properties.

5.8 PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

- i) The firms shall bear all costs associated with the preparation and submission of its proposal, including any site visits, field investigations, data collection, analysis, sample presentation, etc. The NDMC shall not be responsible or liable for any such costs incurred.
- ii) The firms should submit their proposals individually or consortium not exceeding two firms.
- iii) Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive.
- iv) All communication and information shall be provided in writing and in English language only.
- v) The Bidding Documents include the draft Contract Agreement for the Project which is enclosed. The aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- vi) The Bid shall be summarily rejected if it is not accompanied by the Bid Security/EMD.

- vii) Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the License including implementation and operation of the Project.
- viii) In this RFP, the term “Lowest Bidder” shall mean the Bidder whose Bid Price is the lowest.

5.9 BID RESPONSIVENESS

A Bid shall be deemed “non-responsive” if it does not satisfy any of the following conditions:

- i. It is not received by the Due Date and time.
- ii. It does not include sufficient information/ details for it to be evaluated and/or is not in the formats specified in this RFP.
- iii. It is not submitted in the manner as specified in this RFP.
- iv. The Bid Security/EMD is not submitted by the Bidder along with the bid or submitted in any other form other than that prescribed in the RFP.
- v. The financial bid is disclosed and included in the technical bids

Non-responsive Bids shall be liable for rejection at any stage during the Bid evaluation process and the decision of the NDMC in this regard is final and binding.

5.10 PRE-BID CONFERENCE

A pre-bid conference will be held on the date specified in the RFP (Schedule of Bidding Process), at New Delhi Municipal Council, Council Room, 3rd floor, Palika Kendra, New Delhi-110001 (in case change of address, it shall be intimated in advance) and the prospective Bidders/ Bidders’ designated representative(s) are invited to attend the same.

The purpose of the pre-bid conference will be to clarify queries of the Bidders related to the Assignment, Scope of Work, RFP document, if any.

The Bidders should submit the queries in writing or by fax or e-mail and the same should reach to the NDMC at least 01 (One) working days before the pre-bid conference along with a soft copy of the same to the NDMC on e-mail – **director.it@ndmc.gov.in**

Minutes of the pre-bid conference along with addendum to this RFP, if any, will be posted in the NDMC website and the bidders are requested to check the same before preparing and submitting their bid sent to all Bidders.

5.11 CONTRACT FINALIZATION AND AWARD CRITERIA

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

Within 21 days of receipt of the Letter of Award, the successful Bidder shall sign and date the contract and return it to NDMC and the selected bidder will initiate the execution of the work as specified in the agreement. Failing which the LOA/Work order will be liable for cancellation. The draft contract is added in the RFP as **Annexure-VII**.

5.12 CONFIDENTIALITY

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

5.13 BIDDER TO INFORM HIMSELF

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

5.14 SIGNING INTEGRITY PACT

As per CVC guidelines every bidder has to submit the attached signed Integrity Pact format with technical bid, without signed Integrity Pact the bid will be rejected. The draft Integrity Pact Agreement is added in the RFP as **Annexure-VI**

5.15 ACCURACY OF DOCUMENTS

The firm shall be responsible for accuracy of the documents prepared and/ or vetted and data collected by it directly or procured from other agencies/authorities, and all other details prepared by it as part of these services. Subject to the provisions of this RFP, it shall indemnify-the NDMC against any inaccuracy in its work which might surface in the future, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the firm or arises out of its failure to conform to good industry practice. The firm shall also be responsible for promptly correcting, at its own cost and risk, the documents/ data/ information including any re-Digital Survey / field investigations.

5.16 TAXES AND DUTIES

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

5.17 FRAUD AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the NDMC shall reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, as the case may be, if it determines that the Bidder or the appointed consultant, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the NDMC shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the NDMC towards, inter alia, time, cost and effort of the NDMC, without prejudice to any other right or remedy that may be available to the NDMC hereunder or otherwise.

Without prejudice to the rights of the NDMC under Clause hereinabove and the rights and remedies which the NDMC may have under the LOA or the Agreement, if a Bidder or appointed firm, as the case may be, is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or consultant shall not be eligible to participate in any RFP or RFP issued by the NDMC during a period of 2 (two) years from the date such Bidder or consultant, as the case may be, is found by the NDMC to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes of this Clause as above, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NDMC who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NDMC, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of the NDMC in relation to any matter concerning the Project;
- b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

- c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the NDMC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5.18 GENERAL TERMS OF BIDDING

- i. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- ii. The Bid shall consist of the Bid Price / financial bid for the Project available to the Project Developer cum Licensee, as per the terms and conditions of this RFP and the provisions of the Contract Agreement.
- iii. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- iv. The documents including this RFP and all attached documents, provided by the Council are and shall remain or become the property of the Council and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid.
- v. A Bidder shall be liable for disqualification and forfeiture of Bid Security / EMD/ Performance Guarantee if any legal, financial or technical adviser/officer/employee of the Council in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Contract Agreement.
- vi. **This RFP is not transferable:** Any award of License pursuant to this RFP shall be subject to the terms of Bidding Documents.

5.19 COST OF BIDDING

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Council will not be responsible or in any way liable for such costs, regardless of the conduct or outcome

of the Bidding Process.

5.20 SITE VISIT AND VERIFICATION OF INFORMATION

Before filling this application, the Bidder shall visit the Site and satisfy himself as to the conditions prevalent there especially regarding accessibility to the Site, nature and extent of the city, working conditions, stocking of materials, installation of tools and equipment etc., accommodation and movement of labor for satisfactory completion of the works, applicable laws and regulations, and any other matter considered relevant for them.

Bidders should have the ability to market for all value added services they can develop based on analytics of the smart addressing data for revenue generation. Therefore, the Bidders should have marketing strategy in place. To obtain first-hand information on the local conditions, the Bidders are encouraged to visit the proposed locations before submitting Bids. No financial claims for such visits and for collection of information shall be reimbursable.

The Bidders must carry proper due diligence of the applicable local taxes/charges etc., which may affect their project financials.

It shall be deemed that by submitting a Bid, the Bidder has:

- a. Made a complete and careful examination of the bidding documents;
- b. Received all relevant information requested from the Council;
- c. Accepted the risk of inadequacy, error or mistake in the information provided in the bidding documents or furnished by or on behalf of the Council relating to any of the matters referred in the RFP Document.
- d. Satisfied itself about all matters, things and information including matters referred in the RFP Document here in above necessary and required for submitting an informed bid, execution of the project in accordance with the bidding documents and performance of all of its obligations thereunder;
- e. Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the bidding documents or ignorance of any of the matters referred in the RFP Document here in above shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Council, or a ground for termination of the Contract Agreement by the Project Developer cum Licensee;
- f. Acknowledged that it does not have a conflict of interest; and
- g. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- h. The Council shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Council.

5.21 VERIFICATION AND DISQUALIFICATION

The Council reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Council, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Council shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Council thereunder.

The Council reserves the right to reject any Bid and appropriate the Bid Security if:

- a. at any time, a material misrepresentation is made or uncovered, or
- b. The Bidder does not provide, within the time specified by the Council, the supplemental information sought by the Council for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Council reserves the right to:

- i. Invite the remaining Bidders to submit their Bids in accordance with the Terms and Condition of the RFP
- ii. Take any such measure(s) as may be deemed fit in the sole discretion of the Council, including annulment of the Bidding Process.

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the License thereby granted by the Council, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Project Developer cum Licensee either by issue of the LOA or entering into of the Contract Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Council to the Selected Bidder or the Project Developer cum Licensee, as the case may be, without the Council being liable in any manner whatsoever to the Selected Bidder or Project Developer cum Licensee. In such an event, the Council shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as

Damages, without prejudice to any other right or remedy that may be available to the Council under the Bidding Documents and/ or the Contract Agreement, or otherwise.

Incomplete RFPs or RFPs not fulfilling any of the conditions specified in the RFP document are liable to be rejected without assigning any reason.

5.22 EXECUTION/SIGNING OF AGREEMENT

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall **execute/sign the Agreement within 21**(Twenty one) days of the issue of LOA

as prescribed in this RFP before which the Performance Security is to be submitted in the form of Bank Guarantee on a non-judicial stamp paper of Rs. 100/- as per the prescribed format provided by NDMC .The Performance Guarantee/Bid Security to remain valid during the entire contract period i.e 10 years,. Failure to execute the contract is liable to result the rejection of the work order.

If the Selected Bidder delays in submission of required documents for execution of Agreement, as detailed in this RFP/Contract Agreement and in writing seeks extension of time for submission of the required documents; the decision on the same shall be taken as under:

- I. The Chairman, NDMC shall have the right to take the decision if the extension sought is not more than 15 (fifteen) days; and
- II. If the extension sought is more than 15(fifteen) days but not exceeding 45 (Forty Five) days, the NDMC shall have the right to take the decision and in such case, the Authority shall levy the following penalty:
 - a. Interest at 12% pa on the amount of Performance Security for each day of delay;

On signing of the Contract Agreement, the Project Developer cum Licensee shall intimate the name of the principal officer who will be acting for and on behalf of the Project Developer cum Licensee in all its relations and communications with the Authority. If there is any change in the principal officer, Project Developer cum Licensee shall intimate such change to the Authority immediately. **The Contract Agreement is as per the Annexure-VII.**

5.23 PERFORMANCE SECURITY/BID SECURITY

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

5.24 COMMENCEMENT OF THE WORK

The selected bidder shall commence the work at NDMC **within 30 (Thirty) days of signing of the Agreement (i.e. or on before the Appointment Date/commencement date)** as per the Project Schedule mentioned under the Scope of Work in the RFP Document or such other date as may be mutually agreed. If the selected bidder fails to either sign the Agreement or commence the work as specified herein, the Bid Security of the selected Bidder shall be forfeited.

The work of physical Digital Survey and its data entry on the suitable application platform should be completed within 180 days of the commencement date of the work. **(Work commencement date is 30 (Thirty) days from the date of execution/signing of the Agreement)**

5.25 EXTENSION OF COMPLETION PERIOD AND LIQUIDATED DAMAGES

In case the physical Digital Survey work including the meta data, address plate and linkages in the GIS Map and the four utility platform as mentioned under the Scope of Work as is not completed within 180 days of the commencement date, then an extension of 60 (Sixty) days may be granted subject to recovery of liquid damage @ 0.5% of the Price bid quoted per week maximum to 10% under LD clause. The failure on part of bidder to successfully complete the work as per the RFP Scope even after the expiry of the 60 (Sixty) days extension if granted by NDMC, it shall lead to cancellation of the work order, contract agreement and forfeiture of performance security and EMD.

If the supplier fails to deliver any or all the services or perform the services within the time period specified in the contract or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed, the Purchaser/NDMC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% (zero point five percent) of the price bid on account of the delayed software or unperformed service for each and every week (part of a week being treated as a full week) of delay until actual delivery or performance or extended period granted, up to a maximum deduction of 10% (Ten percent) of the total contract price.

5.26 INSPECTION AND TESTS

The NDMC shall have the right to inspect and/or test the conformity to the Contract Specification. Should the system fail to conform to the specification, the Purchaser-NDMC may reject them and the supplier shall either replace the rejected system or make all alterations necessary to meet specification requirements free of cost to the Purchaser.

The NDMC may validate the Data of onsite Digital Door to Door /Property Survey furnished by the selected bidder by having a random checks through NDMC officials/third party. There is requirement of 99 % accuracy in the data collection and rendering/integration USASUP platform. In case of any wrong/incorrect/redundant information furnished, the firm shall correct the data without any cost to NDMC and pro-rata deductions (As per the unit cost quoted by the bidder in financial bid) for wrong entries shall be made beyond the limit of 1% tolerance (Percentage of the wrong entries shall be with respect to base of total properties brought into the system of USASUP).

5.27 PROPRIETARY RIGHTS

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

5.28 COMPLIANCE WITH LABOUR LAWS

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

Annexure-I**FINANCIAL/PRICE BID SCHEDULE****(Financial Bid / Price Bid Format to be submitted online through e-Tendering Portal only)**

Item (1)	Qty. (2)	(Unit) (3)	Unit Rate (X) (in Rs.) (4)	Total Amount (in Rs.) (Column (2) Multiplied by Column (4))
ONSITE DIGITAL DOOR TO DOOR SURVEY FOR THE PROJECT TO BE DEVELOPED AND EXECUTED BY THE SUCCESSFUL BIDDER FOR DESIGN, CUSTOMIZATION, IMPLEMENTATION, OPERATION AND MAINTENANCE OF A UNIQUE SMART ADDRESSING SOLUTION FOR URBAN PROPERTIES /ESTABLISHMENTS (USASUP) IN NDMC AREA ON DESIGN, BUILD, OPERATE, MAINTAIN & TRANSFER (DBOMT) BASIS FOR A PERIOD OF 10 (Ten) YEARS	50,000	Per Property		
Total Amount (Inclusive of All applicable Taxes/Service Tax/VAT/Levies)				

Note:

1. The initial survey of total properties falling in NDMC Area could be \pm 10% of 50,000 (Fifty Thousand) numbers. However the cost of survey shall be paid for the actual number of property surveyed in the time period of 180 days allowed for completion of survey of properties from the date of commencement, if successfully completed as per the unit rate (X) quoted in the financial bid inclusive of all applicable Taxes/Service Tax/VAT/Levies.

2. The Lowest Price Bid (L-1 Bidder) shall be declared as lowest bid for consideration for award of work subject to qualification in the technical bid (Full filling the basic eligibility and scoring the qualifying marks under the Evaluation Criteria).

3. The rates quoted by the bidder per property [X] basis for Project implementation and to be paid as per payment schedule in RFP.

4. Payment shall be released to the firm as per actual Digital Survey conducted within the time period allowed for execution as per tender terms and condition. The property may be increased or decreased at a time of actual implementation of project.

Authorized Signature**Name and Designation of Signatory:**

Annexure-II

TECHNICAL BID FORM FOR LETTER OF PROPOSAL

(On Applicant's Letter Head)

To,
The Director, IT
New Delhi Municipal Council, NDMC
Palika Kendra Sansad Marg,
New Delhi-110001

Date:

Sub: _____

With reference to your RFP Document dated -----, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Project Advisor for the subject project. The proposal is unconditional and unqualified.

2. I/We acknowledge that the NDMC will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Project Advisor, and we certify that all information provided in the Proposal and in the Annexures/Forms are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Project Advisor for the aforesaid Project.

4. I / We shall make available to the NDMC any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I / We acknowledge the right of the NDMC to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public/NDMC nor have had any contract terminated by any public NDMC for breach on our part.

7. I/We declare that:

(a) We have examined and have no reservations to the RFP Documents, including any Addendum issued by the NDMC;

(b) I / We do not have any conflict of interest as mentioned in the RFP Document;

(c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any RFP or request for proposal issued by or any agreement entered into with the NDMC or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Project Advisor, without incurring any liability to the Applicants in accordance with the RFP document.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory NDMC which would cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.

10. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the NDMC (and/ or the Government of India) in connection with the selection of Project Advisor or in connection with the Selection Process itself in respect of the above mentioned Project.

12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our proposal is not opened or rejected.

13. I / We agree to keep this offer valid for 90 (Ninety) days from the PDD as specified in the RFP.

14. I/We have studied RFP and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the NDMC or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of work.

15. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

Annexure-III**APPLICANT'S EXPERIENCE OF SIMILAR PROJECTS**

S. No.	Project Name and Place of Execution /obtaining order and the year	Client Details	No. of Urban Properties Units for which similar services completed	Services Provided	Specify Documents Enclosed as Proof of Experience*
1.					
2.					
3.					
4.					
5.					

Signature _____

Name _____

Designation _____

Company _____

Date _____

Notes:

**** The claimed experience shall be supported by (i) Work Orders and (ii) project completion certificates from Client.***

Annexure-IV**TEAM COMPOSITION ~ DETAILS OF PROJECT TEAM MEMBERS TO BE INVOLVED IN USASUP WITH FOLLOWING DETAILS**

- 1 Proposed Designation of Key Experts:**
- 2 Names & Nationality:**
- 3 Key Expertise of the Team Members:**
- 4 Proposed Role/Responsibilities of each members:**
- 5 Educational Qualifications:**
- 6 No. of Years of Professional Experience:**

Organisation	Designation	Period starting from (dd/mm/yyyy)	Ending date (dd/mm/yyyy)	Duration of Experience (Years Months)

7 Similar Experience:

Year of Completion	Project Location	Project Cost (Rs.)	Services Provided	Client	Role of Key Expert

Note:

1. The Key personnel's profile shall be restricted to above details only.
2. Use separate form for each Key Personnel

Annexure-V**FINANCIAL PROFILE INFORMATION OF THE FIRM**

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

(May not apply to Start-up companies having recognition Certificate from Department of Industrial Policy and Promotion, GOI)

Year	Gross Annual Turnover	Profit / Loss
2014-15		
2015-16		

1. Describe the financial arrangements for carrying out the proposed work.
2. Solvency Certificate from Bankers of the applicant.

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

Signature & Seal of Bidder

Annexure-V: FORM 'A'

STRUCTURE & ORGANISATION – BID FORM

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

Signature of Applicant(s)/Authorised Signatory

Date:

Place:

Annexure-V: FORM 'B'

FINANCIAL/PRICE BID SUBMISSION SHEET
(ON BIDDER'S LETTER HEAD)

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

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

SUBJECT: Design, Customization, Implementation, Operation and Maintenance of a Unique Smart Addressing Solution for Urban Properties / Establishments (USASUP) In NDMC Area on on Design, Build, Operate, Maintain & Transfer (DBOMT) Basis for the Period of 10 Years.

We, the undersigned, declare that:

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

Signature & Seal of Bidder

Annexure-V: FORM 'C'**UNDERTAKING ON AUTHENTICITY OF ITEMS
(ON NON-JUDICIAL STAMP PAPER OF RS. 100/-)**

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

Sub.: Design, Customization, Implementation, Operation and Maintenance of a Unique Smart Addressing Solution for Urban Properties/Establishments (USASUP) In NDMC Area on Design, Build, Operate, Maintain & Transfer (DBOMT) Basis for the Period of 10 Years.

Reference: RFP No.: _____ Dated: _____

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

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

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

Annexure-V: FORM 'D'**SELF-DECLARATION – NO BLACKLISTING/CLEAN TRACK
RECORD (ON BIDDER'S LETTER HEAD)****To**

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

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

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

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

Annexure-V: FORM 'E'

AUTHORIZATION LETTER

(Representative AUTHORIZATION Letter on the Letterhead of the Bidder)

Date

.....

Ref

.....

To,

<< Name of authority>>

<< Department>>

<<Address>

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

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

**Representative Signature
Signatory**

.....

..

Authorized

.....

.....

Signature attested

Annexure-VI**INTEGRITY PACT AGREEMENT****(To be signed and submitted with technical bid)**

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

PRE-CONTRACT INTEGRITY PACT**Annexure 'A' General**

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____20...., between on one hand the New Delhi Municipal Council acting through Shri _____, The director (hereinafter called the "Principal/Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ (hereinafter called the Bidder(s)/Contractor(s) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal/Owner proposes to procure (Name of work.....) through the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) is willing to offer / has offered the same.

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

Now, therefore,

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

and

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

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

Commitments of the Principal/Owner

1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s), either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor (s).

1.3 All the officials of the Principal/Owner will report to the CVO, NDMC any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, NDMC with full and verifiable facts and the same is prima facie found to be correct by the NDMC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NDMC and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NDMC the proceedings under the contract would not be stalled.

Commitments of Bidder(s)/Contractor(s)

3. The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities

during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the New Delhi Municipal Council for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the New Delhi Municipal Council.

3.3 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.

3.4 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/brokers/representatives/ intermediaries, in connection with this bid/contract at the time of bidding.

3.5 **Deleted.**

3.6 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents /brokers/intermediaries shall be submitted.

3.7 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.

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

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

3.9 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical tenders and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by NDMC.

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

3.12 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/ Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/ Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

4. Previous Transgression

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or New Delhi Municipal Council that could justify Bidder(s)/Contractor(s) exclusion from the tender process.

4.2 The Bidder(s)/Contractor(s) agrees that if it makes incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified form the tender process or the contract, if already awarded, can be terminated for such reason.

5. Deleted.

6. Sanctions for Violations

1.Any breach of the aforesaid provisions by the

Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s) shall entitle the Principal/ Owner to take all or any one of the following actions, wherever required:

-

- 2.To en-cash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
- 3.To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable form the money(s) due to the Bidder(s)/Contractor(s).
- 4.To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the New Delhi Municipal Council for a period ranging from six months to maximum five years. However, if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
- 5.To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- 6.In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
- 7.Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (8) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of

corruption.

6.3 The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive on the

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond / Gurantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
- (iv) To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) form a country other than India with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) form the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

7. Fall Clause: Deleted

8. Independent External Monitors

8.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

8.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

- 8.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings
- 8.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, NDMC.
- 8.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) confidentiality.
- 8.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings
- 8.8 The IEMs will submit a written report to the Chairman, NDMC within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit tenders for correcting problematic situation. However an opportunity of hearing shall be provided by the IEMs to the buyers /bidders before submitting their written report.

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

11. **Other Legal Actions**

This pact is subject to Indian Law. The place of performance and

jurisdiction is the seat of the Principal/Owner.

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

12. Validity

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

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

13 The parties hereby sign this Integrity Pact at _____ on

Principal/Owner

Bidder(s)/Contractor(s)

Chief Executive Officer

Name of the Officer,

Designation

New Delhi Municipal Council

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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

Annexure-VII

CONTRACT AGREEMENT

FOR

**DESIGN, CUSTOMIZATION, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF A UNIQUE SMART ADDRESSING SOLUTION FOR URBAN
PROPERTIES /ESTABLISHMENTS (USASUP) IN NDMC AREA ON DESIGN,
BUILD, OPERATE, MAINTAIN & TRANSFER (DBOMT) BASIS**



INFORMATION TECHNOLOGY DEPARTMENT

NDMC: PALIKA KENDRA, NEW DELHI

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

CONTRACT AGREEMENT

THIS AGREEMENT is entered into on this the *** day of ***, 2017 (“**Agreement**”)

BETWEEN

1. _____ New Delhi Municipal Council _____ represented by its ----- and having its principal offices at Palika Kendra, Sansad Marg, New Delhi-110001 (hereinafter referred to as the "**Council**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of ONE PART; AND

2. -----and the firm (Selected Bidder) -----, a company/firm incorporated under the provisions of the Companies Act, 1956 / 2013 Partnership Firm / Proprietary ship Firm / Limited Liability Partnership Firm and having its registered office at -----, (hereinafter refer to as the "**Project Developer cum Licensee**" which expression shall unless repugnant to the context or meaning thereof, include its successors, and permitted assigns and substitutes) of the SECOND PART;

Project Developer cum Licensee and Council shall be hereinafter individually referred to as “Party” and collectively as “Parties”.

WHEREAS:

- A. New Delhi Municipal Council (NDMC), with a view to introduce a Unique Smart Addressing Solution (the “Project”) by selecting private entity on Customize, Build, Operate, Maintain & Transfer (CBOMT) basis for the work of--- **DESIGN, CUSTOMIZATION, IMPLEMENTATION, OPERATION AND MAINTENANCE OF A UNIQUE SMART ADDRESSING SOLUTION FOR URBAN PROPERTIES/ESTABLISHMENTS (USASUP)IN NDMC AREA ON BUILD, OPERATE, MAINTAIN & TRANSFER BASIS (DBOMT)**, has decided to carry out the selection of the Project Developer cum Licensee to whom the Project may be awarded. The objective of the Project is to customize and implement a technology based solution keeping in mind the benefits of providing navigation details and address location services and linking utility platforms with the GIS Map using Unique Addressing System developed by the Licensee/Developer.

Accordingly, the COUNCIL had resolved to avail the services of experienced private entities for efficient implementation of the above Project through Public Private Partnership (the “PPP”) on Customize – Operate – Maintain - Transfer (the “CBOMT”) basis, and has therefore, decided to carry out selection process for selection of a private entity as the “Project Developer cum Licensee” to whom the Project may be awarded in accordance with the terms and conditions to be set forth in a Contract Agreement to be entered into.

- B. The Council had prescribed the technical and commercial terms and conditions, and invited bids to carry out the above referred Project in NDMC limits on DBOMT basis by its RFP Notice No. --- dated ---- (the “RFP Notice”) for undertaking the

Project.

- C. After evaluation of the bids received, the Council had accepted the bid of the Selected Bidder and issued its letter of award (LOA) No. *** dated *** (hereinafter called the "LOA") to the Selected Bidder requiring, inter alia, the execution of this Contract Agreement **within 21 (twenty one)** days of the date of issue thereof
- D. The Project Developer cum Licensee, has accordingly agreed to enter into this Contract Agreement with the Council for implementation of the Project on DBOMT basis, subject to and on the terms and conditions set forth hereinafter and those included in the RFP document.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Contract Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1. Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 25 and also in the RFP Document) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2. Interpretation

- 1.2.1. In this Agreement, unless the context otherwise requires,
- a. The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
 - b. Any reference to any period of time shall mean a reference to that according to Indian Standard Time;
 - c. Any reference to Day shall mean a reference to a calendar day;
 - d. References to a Business Day shall be construed as a reference to a day (other than a Sunday) on which banks in Delhi are generally open for business;
 - e. Any reference to Month shall mean a reference to a calendar month as per the Gregorian calendar;
 - f. References to any Date or period shall mean and include such date or period as may be extended pursuant to this Agreement;
 - g. Any reference to any Period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
 - h. Indebtedness shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

- i. Any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Council hereunder or pursuant hereto in any manner whatsoever;
- j. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party in this behalf and not otherwise;
- k. The Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- l. References to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears; and
- m. The damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages").
- n. Appointed Date as mentioned in the Contract shall mean the date of Execution of the Agreement between the parties.

1.3. Priority of Agreements and errors/discrepancies

1.3.1. This agreement, and all other agreements and documents forming part of this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this agreement, the priority of this agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

a) this agreement; and

b) all other agreements and RFP documents forming part hereof;

i.e. the agreement at (a) above shall prevail over the agreements and documents at (b) above.

1.3.2. In case of ambiguities or discrepancies within this Agreement, the following shall apply:

- a. Between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- b. Between the Clauses of this agreement and the Schedules, the Clauses shall prevail; and
- c. Between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2: SCOPE OF THE PROJECT

2.1. Scope of the Project

2.1.1. The scope of the Project (the "Scope of the Project") shall mean and include, during the Contract Period as defined in the RFP Document which is part and parcel of this Agreement.

2.1.2. **The Total Work Includes:**

Conducting door to door digital survey of properties falling in NDMC area/NDMC properties and deploying requisite customized technology including the licenses to use the backend software along with their renewals, if any, requisite manpower, equipment, tools, operating systems, comprehensive maintenance, consumables and any other items/services that are required for implementing the Project of USASUP and to carry out the operations complete in all respects. For avoidance of doubt, any upgraded version(s) of backend software(s) are also to be procured and maintained by the Project Developer cum Licensee during the Contract Period.

2.1.2. Unless otherwise agreed to by the Council, the Project Developer cum Licensee shall have to commence the work within 30 (Thirty) days from signing of the Agreement (Project Commencement Date/Appointed Date) subject to the requisite information and necessary support required for survey being provided to the Project Developer cum Licensee within a period of 15 (Fifteen) working days from date of execution of this Agreement.

ARTICLE 3: THE CONTRACT

3.1. The Contract

3.1.1. Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Council hereby authorizes the Project Developer cum Licensee to develop and provide the services as set forth herein including the exclusive right and Council during the subsistence of this Agreement to maintain the Project for a period of **10 (Ten) years** commencing from the Appointed Date i.e. date of commencement of project date which is 30 days from the Execution/Signing of the Agreement. NDMC Shall not pay any charges towards operation, maintenance, updation and hosting of the USASUP solution except the amount quoted in the Price bid by the Developer cum

Licensee and project maintenance and operation/up gradation on Public Private (PPP) mode.

- 3.1.2. Subject to and in accordance with the provisions of this Agreement, the Project Developer cum Licensee shall:
- a. Exercise such other rights as the Council may determine as being necessary or desirable and which it consents to in writing, for the purposes incidental and necessary for the provision of the services;
 - b. Perform and fulfill all of the Project Developer cum Licensee's obligations under and in accordance with this Agreement;
 - c. Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Project Developer cum Licensee under this Agreement;
 - d. Not assign, transfer or sublet or create any lien or encumbrance on this agreement, or the contract hereby granted or on the whole or any part of the project nor transfer, lease or part possession thereof, save and except as expressly permitted by this agreement; and
 - e. Shall provide the technology at zero cost to NDMC.

ARTICLE 4: CONDITIONS PRECEDENT

4.1. Conditions Precedent

- 4.1.1. The Project Developer cum Licensee upon fulfilling the things detailed hereunder, by notice, require the Council to satisfy the **Conditions Precedent** set forth for the Council to comply with the schedule of Appointed Date:
- a. Providing Performance Security to the Council in accordance with Article 10;
 - b. Submission of the work plan, the methodology for Project implementation and the staff deployment program along with the customizations for the proposed technology that will be used for Project Implementation.
 - c. Unless otherwise agreed between the Parties, the Project Developer cum Licensee have to fulfil the above Conditions Precedent **within 21 (Twenty one) days** of issuing of LOA and before the signing of the contract agreement.
 - d. Complete deployment/setup of all requisite staff, tools, infrastructure setup to commence the door to door onsite digital survey and necessary infrastructure for development of USASUP platform within 30 days from signing of agreement and submit the certificate of readiness by the appointed/commencement date of the project.

4.1.2. The Conditions Precedent required to be satisfied by the Council are:

- a) Review of the Documents submitted by the Project Developer cum Licensee and approving the same after due discussions and mutual consent on the Project development;
- b) Providing Office space, available information/material/identity card/authorization, the property/dwelling/establishments details of NDMC area along with any other support to the Project Developer cum Licensee with regards to Project development and Project Implementation and as accepted by the Council.
- c) Give geospatial/printed base maps information of the circle boundaries to ensure more intuitive cluster management of the door numbers;
- d) NDMC shall be seeking NOC's from agencies for the implementation of USASUP platform/solution if required and also NOC in the event of integration of information of other agencies in the USASUP platform.

The Council has to fulfil the above Conditions Precedent within 21 (Twenty one) days of the execution of the contract.

4.2. Liquidity Damages for delay/incorrect data provided by the Project Developer cum Licensee

In the event that (i) the Project Developer cum Licensee does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.1, and (ii) the delay has not occurred as a result of breach of this Agreement by the Council or due to Force Majeure, the Project Developer cum Licensee shall pay to the Council Damages in an amount calculated at the rate of 0.5% (zero point five per cent) of the Performance/Bid Security (the 10% of the Quoted Price Bid amount) for each week (part of a week being treated as a full week) of delay, up to a maximum deduction of 10% (Ten percent) of the total contract price until the fulfilment of such Conditions Precedent, subject to a maximum of 10% (ten per cent) of the Performance/Bid Security.

4.3. Deemed Termination upon delay

Without prejudice to the provisions of Clauses 4.2, and subject to the provisions of Clause 10, the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, **after 60 (Sixty) days of this Agreement or the or any other extended period (if granted) in accordance with this Agreement, all rights, privileges, claims and entitlements** of the Project Developer cum Licensee under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Project Developer cum Licensee, and the Contract Agreement shall be deemed to have been terminated by mutual agreement of the Parties and no Party shall subsequently have any rights or obligations under this Agreement and the Council shall not be liable in any manner whatsoever to the Project Developer cum

Licensee or persons claiming through or under it. Provided, however, that in the event the non-occurrence of the Appointed Date/Commencement date is for reasons attributable to the Project Developer cum Licensee, the Performance Security or the Bid Security, as the case may be, shall be en-cashed and appropriated by the Council as Damages thereof.

ARTICLE 5: CONDITIONS FOR HANDLING DEVELOPED INFRASTRUCTURE/ DATA

5.1. Conditions for handling Information Technology infrastructure

- 5.1.1. Unique sequential smart addressing solution for urban Properties (the “USASUP”) Project deals with two things, viz., door to door digital survey and the deployment of customized technology infrastructure and the creation of unique addressing data for the urban Properties in Council’s jurisdiction. Using the existing Design of the technology owned by the Project Developer Cum Licensee for customization and deployment for implementing the Project rests with the Project Developer cum Licensee and hence the control and the maintenance of the technology rests with the Project Developer cum Licensee during the Contract Period. In this regard, the Project Developer cum Licensee shall provide Non-Exclusive Perpetual License to the Council for using the customized technology for the exclusive purpose of the Project for the Contract Period. It is however clarified that all the intellectual property rights with respect to the technology shall be solely with the Project Developer Cum Licensee;
- 5.1.2. All the Documents including designs and drawings, if any, prepared by the Project Developer cum Licensee are the property of the Council;
- 5.1.3. So far as necessary for the development and implementation of the Project, the Project Developer cum Licensee shall, from time to time, deliver all Documents, together with the detailed inventory thereof, to the Council. The Project Developer cum Licensee, its sub-consultants or a third party shall not use these Documents for any other purpose unrelated to this Agreement without the consent of the Council who shall not unreasonably withhold such consent;
- 5.1.4. The Project Developer cum Licensee shall be responsible for accuracy of the data and the Documents submitted to the Council with regards to the technology deployed and any other details it provides during the Contract Period as per the terms and conditions of this Agreement. The Project Developer cum Licensee shall be responsible for correcting, at its own cost and risk, the Documents/ data/ information including any re-surveys/ field investigations, etc., and
- 5.1.5. Materials made available by the Council shall be marked separately and upon Termination of the Agreement, an inventory of such materials has to be provided to the Council and shall dispose of such materials as per the instructions of the Council.

5.2. Conditions for handling the database created

- 5.2.1. The USASUP application system has to be customized, implemented and maintained in accordance with the provisions of this Agreement, Terms of Reference (ToR) and Scope of work given in the RFP and in accordance with Good Industry Practice/Good Engineering Practice; and
- 5.2.2. The database of information (dwelling / property level) and any other information developed as per the provisions of the Agreement shall be the property of the Council. For the avoidance of doubt, it is hereby clarified that the Council shall ensure that the Project Developer cum Licensee shall have the exclusive right to use the developed database of the publicly available data in respect of Unique Smart Addressing System of the Properties (USASUP) for navigation, emergency services linkages etc. for revenue generation during the Contract Period, within the provisions of the Agreement. The departmental information linked with the USASUP shall not to be hosted on the public domain without prior and explicit approval of the Council.

ARTICLE 6: OBLIGATIONS OF THE PROJECT DEVELOPER CUM LICENSEE**6.1. Obligations of the Project Developer cum Licensee.**

- 6.1.1. Subject to and on the terms and conditions of the Agreement, the Project Developer cum Licensee shall bear all the costs and expenses arising from capital investments, operations and maintenance of the Project and observe, fulfill, comply with and perform all its obligations set out in the Agreement or arising hereunder for the digital door to door survey and subsequent solution on USASUP platform.
- 6.1.2. The Project Developer cum Licensee shall comply with all Applicable Laws and Applicable Permits (including renewals as required in this regard) in the performance of its obligations under the Agreement.
- 6.1.3. The Project Developer cum Licensee shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.
- 6.1.4. The Project Developer cum Licensee is solely responsible for all associated expenses such as statutory dues such as Income Tax, VAT, GST, Service Tax, Excise duties, payment to Employees' Benefit Funds, etc., arising out of the Agreement and the Council shall not be liable for the same under any circumstances.
- 6.1.5. No Labor below the age of eighteen years shall be employed on the work by the Project Developer cum Licensee. All the applicable provisions of Labor Laws Act and Rules and Minimum Wages Acts and Rules shall be complied with.

6.1.6. Provide a technology-enabled system to auto-generate a smart, unique and sequential door number at building and Properties level based on the road network for the corporation limits.

6.1.7. Provide robust, android/iOS mobile DDN generation application for agents to use in their digital survey to generate the unique door number.

6.2. The Project Developer cum Licensee shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement fulfil the following:

- a. The liability of any damage or loss in case of a death or injury to any personnel engaged in the Project shall be the sole responsibility of the Project Developer cum Licensee and the Council shall not, in any manner be a party to or responsible for such damages or losses.
- b. Ensure, procure and comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Project Developer cum Licensee's obligations under the Agreement.
- c. Make or cause to be made, necessary applications to the relevant Authorities with such particulars and details, as may be required for renewing of Applicable Permits and such other licenses that are required to be maintained during the Contract Period at their cost and keep in force and effect such Applicable Permits in conformity with the Applicable Laws.
- d. Not do or omit to do any act, deed or thing which may in any manner be violation of any of the provisions of the Agreement;
- e. The Project Developer cum Licensee shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions; and

6.1.8. To comply with the provisions of the Minimum Wages Act 1948, Workmen's Compensation Act 1923, Contract Labor (Regulation and Abolition) Act 1970 and Central Rules 1971, Payment of Wages Act 1936, Employer's Liability Act 1938 and ESI Act 1948 as applicable and any other Act or enactment relating thereto and the rules and regulations issued there under from time to time. Failure to do so shall amount to breach of the contract and the Council may at its discretion can effect Termination of the Agreement. The Project Developer cum Licensee shall also be liable for any pecuniary liability arising on account of violation by him of the provisions of the Act.

ARTICLE 7: OBLIGATIONS OF THE COUNCIL

7.1. Obligations of the Council

The Council agrees to provide support to the Project Developer cum Licensee and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws the following:

- a) Support, cooperate and facilitate the Project Developer cum Licensee in implementation and operation of the Project in accordance with the provisions of this Agreement; and
- b) Shall support, cooperate and facilitate with the Project Developer cum Licensee in procuring Applicable Permits and Approvals and their renewals, if any, from various Government Authorities and utilities;
- c) Provide to the Project Developer cum Licensee any and all existing maps or data at their own risk and cost in the form and manner as requested by the Project Developer Cum Licensee to help accurately identify road networks, areas, etc., for base map creation;
- d) Support in hosting the information collected on NDMC portal or any suitable website developed for this purpose; and
- e) To create awareness and popularize the benefits of UASSUP to the stakeholders both within the Government and outside the Government for successful adoption of the benefits of unique smart addressing solution to the urban dwellers and any other users of the developed database.
- f) Provide a base map of road network for the urban area within NDMC limits using data provided by the Council;
- g) Use Digital Door Number (DDN) for all address-related transactions undertaken by NDMC for its citizen;
- h) Provide support to ensure DDN becomes the default address for the authorities and other government departments for their administration and governance.

ARTICLE 8: REPRESENTATIONS AND WARRANTIES

8.1. Representations and Warranties of the Project Developer cum Licensee

The Project Developer cum Licensee represents and warrants to the Council that:

- a) It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- b) It has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;

- c) This Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- d) It is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising thereunder including any obligation, liability or responsibility hereunder; and

8.2. Representations and Warranties of the Council

The Council represents and warrants to the Project Developer cum Licensee that it has full power to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement.

ARTICLE 9: DISCLAIMER

9.1. Disclaimer

The Project Developer cum Licensee acknowledges that prior to the execution of the Agreement, the Project Developer cum Licensee has carefully examined and made an independent evaluation of the Scope of Work for the Project, Specifications and Standards and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of risks, challenges and hazards as are likely to arise or may be faced by it during the course of performance of its obligations.

ARTICLE 10: PERFORMANCE SECURITY/BID SECURITY

10.1. Performance Security/Bid Security

- vii. The Project Developer cum Licensee shall for the performance of its obligations during the Contract Period, provide the Council before the date of signing of Agreement, an irrevocable and unconditional guarantee from a Bank acceptable to the Council for 10% of the Contract Value/Price Bid which shall remain in force for the remaining Contract Period. and
- viii. Notwithstanding anything contrary contained in the Agreement, in the event Performance Security is not provided by the Project Developer cum Licensee before the date of signing of the Agreement, the Council may en-cash the Bid Security/EMD and appropriate the proceeds thereof as Damages, and there upon all rights, privileges, claims and entitlements of the Project Developer cum Licensee under or arising out of the Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Project Developer cum Licensee, and the Agreement shall be deemed to have been terminated by mutual agreement of the parties.

10.2 Appropriation of Performance Security

Upon occurrence of a Project Developer cum Licensee Default, or failure to meet any Conditions Precedent, the Council shall without prejudice to its other rights and remedies in the Agreement or in law, be entitled to en-cash and appropriate the relevant amounts from the Performance Security as Damages for such Project Developer cum Licensee Default(s) or failure(s). Upon such encashment and appropriation from the Performance Security, the Project Developer cum Licensee shall, within 30 (thirty) days thereof, replenish in case of partial appropriation, to its original level the Performance Security and in case of appropriation of entire Performance Security provide a fresh Performance Security as the case may be, and the Project Developer cum Licensee shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Council shall be entitled to terminate the Agreement in accordance with Article-18.

ARTICLE 11: PROJECT IMPLEMENTATION

11.1. Obligations prior to commencement of works

Prior to commencement of Project works, the Project Developer cum Licensee shall:

- a. Submit to the Council and its representative if any, its detailed design, Concept, Work Execution Plan, Project development methodology, the procurement and the implementation time schedule for completion of the Project for approval;
- b. Appoint its representative duly authorized to deal with the Council in respect of all matters or arising out of or relating to this Agreement;

11.2. Project Implementation

11.2.1. On or before the Appointed Date, the Project Developer cum Licensee shall undertake Project implementation in conformity with the Project Specifications, technical & Project management requirements as per the Terms of Reference (ToR) and Scope of Work given in the RFP Document. While developing the Project, the Project Developer cum Licensee has to ensure scalability and for integration of add-on services and to enable more public and private users get benefitted on account of the database created and the scope for generation of additional useful information to the users based on the data analytics. It is however clarified that the Project Developer Cum Licensee shall be entitled to make use of the data analytics so developed during the course of the Project for the purposes unrelated to the Project.

The 180 days' time period from the Appointed Date shall be the Scheduled Project Completion Date for the successful completion of digital survey and the Project Developer cum Licensee shall agree and undertake to complete the Project on or before the Scheduled Project Completion Date;

11.2.2. In the event that the Project Developer cum Licensee fails to achieve any Project Milestone within a period of 21 days from the date set forth for such milestone as per the Schedule B of this agreement, unless such failure has occurred due to Force Majeure, it shall pay a sum calculated at the rate of 0.5% of the amount of

Performance Security for delay of each week until such Milestone is achieved. For avoidance of doubt, it is agreed that recovery of Damages under this Clause shall be without prejudice to the rights of the Council under the Agreement, including the right of Termination thereof;

11.2.3. In the event the Project is not completed within 60 (Sixty) days from the Scheduled Project Completion Date subject to realization of Liquidity Damages, unless the delay is due to Force Majeure, the Council will be entitled to terminate the Agreement; subject to forfeiture of performance guarantee.

11.3. Monitoring of Project Implementation

11.3.1. During the Project implementation, the Project Developer cum Licensee shall furnish monthly progress reports to the Council or his representative on the progress of implementation of works, and shall also give such other relevant information as may be required by the Council or his representative. The Project Developer cum Licensee should also include planning for procurement of material and reflect the same in the program chart so that there is no delay in completion of the Project. The monthly progress reports shall be submitted not later than 7 (seven) days after the close of each month;

11.3.2. During the Implementation Period, the Council's Project In-charge or his representative shall inspect the Project once in a fortnight and make a report of such inspection the defects or deficiencies, if any, with particular reference to the Scope of Work and Specifications & Standards. It shall send a report within 7 days of such inspection to the Project Developer cum Licensee and upon receipt thereof, the Project Developer cum Licensee shall rectify and remedy the defects and the deficiencies, if any, stated in the Inspection Report. However, such inspections or the submission of Inspection Report by Project in-Charge or his representative shall not relieve or absolve the Project Developer cum Licensee of its obligations and liabilities, as per the provisions of the Agreement, in any manner whatsoever;

11.3.3. All equipment/software programs/applications covered under the Project shall be subjected to inspection/testing by Project In-charge or his representative on completion & commissioning; and

11.3.4. Within 15 (fifteen) days of the date of each Project Milestone as detailed in Schedule B of this Agreement, the Project Developer cum Licensee shall notify the Council of such compliance along with necessary particulars thereof.

11.3.5. If the Project Developer cum Licensee does not achieve any of the Project Milestones or the Project in-Chief of the Council shall have reasonably determined that the rate of progress of works is such that the Project is not likely to be completed by the Completion Date, it shall notify the Project Developer cum Licensee to this effect, and the Project Developer cum Licensee shall, within 15 (fifteen) days of such notice, by a communication inform the Project In-charge,

NDMC in reasonable detail about the steps it proposes to take to expedite progress and the period within which it shall achieve the Project Completion Date.

11.4. Project Completion Certificate

11.4.1. Upon completion of works related to the project and the Project In-Charge determining the tests to be successful, it shall forthwith issue a certificate about the Project completion (**the “Completion Certificate”**) and accordingly the Project completion date (the “PCD” or “Project Completion Date”) of the Project shall be the date on which such Completion Certificate is issued. For avoidance of doubt, the tests include field verification of weather-resistant boards with printed digital door number for each Properties on a random basis. The Project shall be deemed to be complete when the Completion Certificate is issued.

11.4.2. Partial Completion Certificate

Upon completion of works related to at least 20,000 (twenty thousand) Properties and the Project In-Charge determining the tests to be successful, it shall forthwith issue a certificate about the partial Project completion (the “Partial Completion Certificate”) and accordingly the commercial operation date (**the “COD” or “Commercial Operation Date”**) of the Project shall be the date on which such Partial Completion Certificate is issued. The Project shall enter into commercial service on COD whereupon the Project Developer cum Licensee shall be entitled to generate revenues on any value added services that it may provide to the third party users based on the database created as part of the Project in accordance with the provisions of this Agreement.

ARTICLE 12: OPERATION AND MAINTENANCE

12.1. Operations and Maintenance obligations

- 12.1.1. The Project Developer cum Licensee shall in consultation with the Council evolve a maintenance manual (the “Maintenance Manual”) for the regular work plan, the methodology for updating the data base created in conformity with the provisions of this Agreement and Good Industry Practice. The Maintenance Manual has to be submitted to the Council not later than 30 (thirty) days prior to Project completion date. It should show detailed operation procedures including a list of do’s & don’ts.
- 12.1.2. Project Developer cum Licensee needs to ensure that insurance is taken for all the Project assets and any other insurance that may be required based on the Project risks.
- 12.1.3. The Project Developer cum Licensee is responsible for carrying out required repairs and maintenance of all the hardware, systems and any other accessories at periodic intervals at its own cost and the Council is not responsible for the same.

12.1.7. The complaints will be referred to the Project Developer cum Licensee by the Council and they are to be attended within 24 (twenty four) hours.

12.2. Service Levels and Penalties

12.2.1. The work performance in service delivery shall be monitored by the Council and same shall be monitored vis-à-vis the Project Developer cum Licensee's Service Level Metrics as detailed in Schedule A of this Agreement;

12.2.2. Any deficiency in Service in adhering to minimum Service Level Metrics, Damages at 0.1% of the Performance Security per each day of non-maintenance of such minimum Service Levels shall be recovered until such time it is cured.

12.2.3. The NDMC may validate the Data of on site Digital Door to Door /Property Survey furnished by the selected bidder by having a random checks through NDMC officials/third party. There is requirement of 99 % accuracy in the data collection and rendering/integration USASUP platform. In case of any wrong/incorrect/redundant information furnished, the firm shall correct the data without any cost to NDMC and pro-rata deduction (As per the unit cost quoted by the bidder in financial bid) for wrong entries shall be made beyond the limit of 1% tolerance (Percentage of the wrong entries shall be with respect to base of total properties brought into the system of USASUP).

ARTICLE 13: PROJECT MANAGEMENT COMMITTEE (NDMC)

13.1. A Project Management Committee (NDMC) will be formed by the Council exclusively to strategize the Project implementation program, coordinate and facilitate the Project Developer cum Licensee for effective implementation of the Project within the stipulated time.

ARTICLE 14: REVENUE STREAM

14.1. Revenue Stream

In consideration of customizing the design, implementation, operation and maintenance of the Project, the Council shall grant a license to the Project Developer cum Licensee. Pursuant to this, on and from the COD till the Transfer Date, the Project Developer cum Licensee shall have the sole and exclusive right to receive fee on any of the value added services it can provide to third party users based on the databank of Unique Smart Addressing System of Urban Properties (USASUP) created as part of the Project. Both the parties agree that this is a sufficient consideration under this Contract. Some of the revenue streams that can be explored by the Project Developer cum Licensee are:

- i. Revenue from Digital Advertisement Charges through Mobile App/Web: Project developed and hosted by the Developer cum Licensee can be explored for advertisement revenue by providing advertising space not larger than 15% of mobile/webpage subject to advertisement regulations of Govt. of India and provisions of Advertisement Code. No Advertisement shall be allowed on the

physical address name board/sticker/plate (USASUP Board) or through any hoarding/bill board/uni-poles any other advertisement except the mentioned mode on mobile /web App etc.

- ii. The licensee cum developer shall provide time slot of total 30 minutes (1800 second) duration between period of 8 AM to 6 PM per day on the live USASUP Mobile/Web App of developer firm which uses or links NDMC USASUP data for display of NDMC/NDMC sponsored advertisement during the entire contract period of 10 years without any cost to NDMC. The advertisement shall be placed on the 15% area of the display allowed on electronic devices hosting the mobile/web App. NDMC may host/publish any advertisement for other department/ agencies for commercial gains also in the assigned time slot. NDMC shall be providing the content to the developer firm for advertising which the developer cum licensee has to oblige. The developer cum licensee has to submit on monthly basis the display log of NDMC advertisement.
- iii. **Revenue from third party usage charges:** Project Developer cum Licensee may explore revenue from third parties that need address information for navigation/other use including non-government agencies/organizations; for which the terms and conditions of the services shall be negotiated and agreed between the Project Developer cum Licensee and the said third party organization only. For the avoidance of doubt, the Council may seek information/clarifications on the details of the third parties and the services rendered to them for revenue. The Council in this regard, may advise the Project Developer cum Licensee not to provide certain services or to do a KYC check and to take such other precautions before providing the service to any or all of such services/third parties; if, in the reasonable opinion of the Council, such services are a threat to national security and public interest.

ARTICLE 15: INSURANCE

15.1. Insurance during Contract Period

The Project Developer cum Licensee shall effect and maintain at its own cost, during the Contract Period, such insurances for such maximum sums as may be required or prudent in accordance with Good Industry Practice and the Applicable Laws (the "Insurance Cover"). The Project Developer cum Licensee shall procure that in each insurance policy, the Council shall be a co-insured.

15.2. Insurance Cover

The Project Developer cum Licensee shall, during the Operation and management period, procure and maintain Insurance Cover including but not limited to the following:

- a. Loss, damage or destruction of the Project Assets and the Project office/data center, including the assets handed over by the Council to the Project Developer cum Licensee, at the replacement value;
- b. Comprehensive third party liability insurance including injury to or death of personnel of the Council or others caused by the Project;

- c. The Project Developer cum Licensee's general liability arising out of the License;
- d. Liability to third parties for goods or property damage;
- e. Workmen's compensation insurance;
- f. The entire Digital Survey along with all Digital Survey equipment's, persons in the Digital Survey area, Digital Survey staff, office staff, etc. shall be fully covered under the relevant insurance coverage during the entire Contract period. The insurance cover shall be against any unforeseen accidents, terrorist sabotage, mechanical failure/ electrical failure/ or for any other reasons in the Digital Survey area/ project office/ data centre, etc.
- g. Insurance for the entire staff shall be fully covered under Group Personnel Accident (GPA) Insurance policy as per Workmen Compensation Act 1923 & amendments thereafter. and
- h. Any other insurance that may be necessary to protect the Project Developer cum Licensee and its employees, including the Force Majeure Events that are insurable and not otherwise covered in items (a) to (e) above.

15.3. Evidence of Insurance Cover

Within 15 (fifteen) days of obtaining any insurance cover, the Project Developer cum Licensee shall furnish to the Council, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse without written permission from the Council.

15.4. Application of Insurance Proceeds

The proceeds from all insurance claims, except life and injury, shall be applied for any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project as the case may be.

15.5. Compliance with conditions of insurance policies

The Project Developer cum Licensee expressly acknowledges and undertakes to fully indemnify the Council from and against all losses and claims arising from the Project Developer cum Licensee's failure to comply with conditioned imposed by the insurance policies affected in accordance with this Agreement.

ARTICLE 16: FORCE MAJEURE

16.1. Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India which affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the

Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

16.2. Force Majeure Event

It shall mean one or more of the following acts or events:

- a. act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- b. any civil commotion, political agitation, riot, blockade;
- c. Any technical incident or catastrophe or break down not within the immediate remedial control of the project developer; and
- d. any event or circumstances of a nature analogous to any of the foregoing.

16.3. Duty to report Force Majeure Event

Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith.

16.4. Dispute Resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

16.5. Excuse from Performance of Obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- a. The suspension of performance shall be of no longer duration than is reasonably required by the Force Majeure Event;
- b. the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- c. when the Affected Party able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

ARTICLE 17: INDEMNITY

Both the Parties shall indemnify and keep indemnified each other against all losses, suits, proceedings, claims, damages, liabilities, costs and expenses,

including reasonable attorneys' fees and other defense costs, arising out of this Agreement. This clause shall survive termination.

ARTICLE 18: TERMINATION

18.1. Termination for Project Developer cum Licensee Default

18.1.1 Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Project Developer cum Licensee fails to cure the default within the 15 working days i.e., "Cure Period", from the date of receipt of such defect in writing from the Council the Project Developer cum Licensee shall be deemed to be in default of this Agreement (a "Project Developer cum Licensee Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Council or due to Force Majeure. The defaults referred to herein shall mean:

- a. The Project Developer cum Licensee does not achieve the latest outstanding Project Milestone due in accordance with the provisions of Schedule B and continues to be in default for 21 (twenty one) days;
- b. The Project Developer cum Licensee abandons or manifests intention to abandon the implementation or the operation of the Project without the prior written consent of the Council;
- c. A breach of any of the Project Agreements (this agreement and the RFP document term & condition) by the Project Developer cum Licensee which has caused a Material Adverse Effect;
- d. The Project Developer cum Licensee becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary that has a material bearing on the Project;
- e. The Project Developer cum Licensee has been, or in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Council, a Material Adverse Effect;
- f. The Project Developer cum Licensee commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on the Council.

18.1.2. Without prejudice to any other rights or remedies which the Council may have under this Agreement, upon occurrence of a Project Developer cum Licensee Default, the Council shall be entitled to terminate this Agreement by issuing a Termination Notice to the Project Developer cum Licensee; provided that before issuing the Termination Notice, the Council shall by a notice inform the Project Developer cum Licensee of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Project Developer cum Licensee to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

18.2. Termination on Council's Default

18.2.1 In the event that any of the defaults specified below shall have occurred, and the Council fails to cure such default within a Cure Period of 30 (Thirty) days or such longer period as has been expressly provided in this Agreement, the Council shall be deemed to be in default of this Agreement (the "Council Default") unless the default has occurred as a result of any breach of this Agreement by the Project Developer cum Licensee or due to Force Majeure. The defaults referred to herein shall include the following:

- a. The Council has failed to make available the required support (nonfinancial) for digital door to door survey etc. within the stipulated time frame.
- b. The Council repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.
- c. The Council fails to co-operate or does not fulfill its obligations and responsibility under the terms of this Agreement.

18.2.2. Without prejudice to any other rights or remedies which the Project Developer cum Licensee may have under this Agreement, upon occurrence of an Council Default, the Project Developer cum Licensee shall be entitled to terminate this Agreement by issuing a Termination Notice to the Council; provided that before issuing the Termination Notice, the Project Developer cum Licensee shall by a notice inform the Council of its intention to issue such Termination Notice and grant 30 (thirty) days to the Council to make a representation, and may after the expiry of such 30 (thirty) days, whether or not it is in receipt of such representation, issue the Termination Notice. It is however clarified that upon termination of this Agreement in pursuance of this clause, the Project Developer Cum Licensee shall continue to be exclusively entitled to utilize the databank so created in pursuance of the Project utilizing the technology of the Project Developer Cum Licensee.

18.3. Other rights and obligations of the Council

Upon Termination for any reason whatsoever, the Council shall:

- a. Be deemed to have taken possession and control of the Project forthwith;
- b. Take possession and control of all materials, stores, equipment, software products developed/customized, Software Interfaces
- c. Be entitled to restrain the Project Developer cum Licensee and any person claiming through or under the Project Developer cum Licensee from entering upon the office or any part of the Project;

ARTICLE 19: Obligation of Project Developer cum Licensee

19.1 Deliver and transfer software executable, relevant records, reports, Intellectual Property and other licenses pertaining to the Project and its design, implementation, operation and maintenance including all programs and manuals pertaining thereto, and complete „as built“ Drawings, Digital Maps as on the Transfer Date. For the avoidance of doubt, the Project Developer cum Licensee represents and warrants that the Intellectual Property delivered hereunder shall

be adequate and complete for design, implementation, operation and maintenance of the Project and shall be assigned to the Council free of any Encumbrance; and

- 18.3. Execute such deeds of conveyance, documents and other writings as the Council may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Project Developer cum Licensee in the Project Assets, including manufacturer's warranties in respect of equipment and the right to receive outstanding insurance claims to the extent due and payable to the Council, absolutely unto the Council or its nominee.

Subject to the exercise by the Council of its rights under this Agreement or under any of the Project Agreements to perform or procure the performance by a third party of any of the obligations of the Project Developer cum Licensee, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

ARTICLE 20: ASSIGNMENT AND CHARGES

20.1 Restrictions on assignment and charges

This Agreement shall not be assigned by the Project Developer cum Licensee to any person, save and except with the prior consent in writing of the Council, which consent the Council shall be entitled to decline without assigning any reason.

ARTICLE 21: DISPUTE RESOLUTION

21.1. Dispute Resolution

25.1.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 21.2.

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

21.2 Conciliation

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to the Chairman, NDMC and the chairman of the Board of Directors of the Project Developer cum Licensee for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 15 (Fifteen) days of the notice in writing or such longer period as may be mutually

agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 21.3.

21.3 Arbitration

- 21.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 21.2, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 21.3.2. Such arbitration shall be held in accordance with the rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 ("Act") and any modification, amendment or re-enactment thereof. The venue of such arbitration shall be Delhi and the language of arbitration proceedings shall be English;
- 21.3.2 The Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules;
- 21.3.3 The parties, shall select their respective arbitrators within 30 days from the date of commencement of the arbitration proceedings and in case any single party fails to do so then the other party's arbitrator becomes the sole arbitrator;
- 21.3.4 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article 20 shall be final and binding on the Parties as from the date it is made, and the Project Developer cum Licensee and the Council agree and undertake to carry out such Award without delay;
- 21.3.5 The Project Developer cum Licensee and the Council agree that an Award may be enforced against the Project Developer cum Licensee and/or the Council, as the case may be, and their respective assets wherever situated; and
- 21.3.6 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.
- 21.3.7 The Project Developer cum Licensee and the Council agree that an Award may be enforced against the Project Developer cum Licensee and/or the Council, as the case may be, and their respective assets wherever situated; and
- 21.3.8 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

ARTICLE 22: MISCELLANEOUS

22.1. Governing law and jurisdiction

The Agreement shall be governed by the laws of India and the Courts in Delhi under the jurisdiction of Delhi shall have exclusive jurisdiction in all matters under the Agreement.

ARTICLE 23: Survival

23.2.1. Termination shall:

- a) not relieve the Parties of any obligations hereunder which expressly or by implication survive Termination hereof; and
- b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out

of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

23.2.2. All obligations surviving Termination shall only survive for a period of 1 (one) year following the date of such Termination.

23.2.3. All obligations surviving Termination shall only survive for a period of 1 (one) year following the date of such Termination.

23.3. Entire Agreement

This Agreement and the Schedules together and the RFP Document with any addendum/corrigendum constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

23.4. Severability

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

23.5 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or Council to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

23.6. Third Parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

23.7. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

23.8. Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

23.9. Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

ARTICLE 24: Payment Terms

1. No advance payment shall be released to the firm for preparation and commencement of the Project.
2. The payment schedule shall be as under and subject to **article 11.4** :

Amount to be released of the quoted price bid	Milestone/deliverables achieved/delivered
40% of the quoted amount in the financial bid	<p>On completion of onsite door to door digital sequential survey of 20,000 (Twenty Thousand) properties and its integration on to the USASUP platform with all functionality of the USASUP solution and integration of schema/template utility platform for enabling NDMC to fill details of Electricity/Water connection, Road, Property taxes and Estate subject to completion as per the milestone describe.</p> <p>(The completion certificate has to be processed and to be issued by IT Department as per the scope of work and the terms and condition of RFP with in 15 days of invoice received)</p>
60% of the quoted amount in the financial bid (Subject to validity of performance guarantee/bid security equivalent to 10% of price bid quoted)	<p>On Go-live date/Commissioning date(date of acceptance of the tested and validated all Unique Addressing Smart Solution as mentioned under scope of work) which includes completion of onsite door to door digital sequential survey of remaining properties and its integration on to the USASUP platform with all functionality of USASUP solution and integration of schema/template utility platform for enabling NDMC to fill details of Electricity/Water</p>

	<p>connection, Road, Property taxes and Estate subject to completion as per the milestone describe.</p> <p>(The completion certificate has to be processed and to be issued by IT Department as per the scope of work and the terms and condition of RFP within 15 days of invoice received)</p>
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3. Invoice payment except the performance security (10% of the Project Cost) shall be released within 30 days of receipt of Invoice subject to successful commencement of the USASUP Project as per the clause above.
4. NDMC shall be liable to make payment only for the cost of initial survey property of property (On site sequential digital door to door survey) as per the financial proposal of the successful bidder subject to clause 24 (2) above. After completion of the work, the firm will update and maintain the GIS platform alongwith USASUP tools and other NDMC application for entire contract period i.e. for 10 years free of cost.

ARTICLE 25: DEFINITIONS

25.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

“Accounting Year” means the financial year commencing from the first day of April of any calendar year and ending on the thirty first day of March of the next calendar year;

“Affected Party” shall have the meaning set forth in Clause 16.1

“Agreement” or “Contract Agreement” means this Agreement, its Recitals and the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement.

“Applicable Laws” means all laws brought into force and effect by _____ State Government or the Government of India (GOI) including rules, regulations and notifications made thereunder,;

“Applicable Permits” means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under applicable laws in connection with the implementation, operations and maintenance of the Project during the subsistence of the Contract Agreement;

“Appointed Date/ Commencement Date” means the date **on** which every Condition Precedent is satisfied which is 30 days of the Execution/Signing of the Agreement, in accordance with the provisions of this Agreement, and such date shall be the date of Commencement of the Contract Period of the Agreement;

“Council” shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals;

“Council Default” shall have the meaning set forth in Clause 18.2.1;

“Council Representative” means such person or persons as may be authorized in writing by the Council to act on its behalf under the Agreement and shall include any person or persons having Council to exercise any rights or perform and fulfil any obligations of the Council under the Agreement;

“COD” or “Commercial Operation Date” shall have the meaning as set forth in Clause 11.4.2;

“Completion Certificate” shall have the meaning as set forth in Clause 11.4.1;

“Conditions Precedent” shall have the meaning as set forth in Clause 4.1.1;

“Contract Period” means the period starting on and from the Appointed Date/Commencement date and ending on the Transfer Date which is 10 years period;

“Cure Period” means the period specified in the Agreement for curing any breach or default of any provision of the Agreement by the Party responsible for such breach or default and shall:

- a. Commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default as specified in such notice; and
- b. Not relieve any Party from liability to pay Damages or compensation under the provisions of the Agreement.

“Damages” shall have the meaning set forth in Sub-clause (m) of Clause 4.2

“CBOMT” or “Customize, Build, Operate, Maintain & Transfer” shall have the meaning set forth in Recital (B);

“Design” means the customization of the product, approach, program plan, flowcharts, prototypes, etc., for the Project implementation.

“Dispute” shall have the meaning set forth in Clause 21.1;

“Dispute Resolution Procedure” means the procedure for resolution of Disputes set forth in Article 21;

“Document” or “Documentation” means documentation in printed or written form, or in tapes, discs, drawings, computer programs, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

“Encumbrances” means, in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, where applicable herein;

“Force Majeure” or Force Majeure Event” shall have the meaning ascribed to it in Clause 16.1;

“GOI” or “Government” means the Government of India;

“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator encouraged in the same type of undertaking as envisaged under this agreement and which would be expected to result in the performance of its obligations by the Project Developer cum Licensee in accordance with the Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

“Government” means the Government of _____;

“Government Instrumentality” means any department, division, or sub-division of the State Government or the Government and includes any commission, board, Council, agency or _____ and other local Council and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Project Developer cum Licensee under or pursuant to the Agreement;

“Implementation Period” means the period beginning from the Appointed Date and ending on PCD;

“Insurance Cover” means the aggregate of the maximum sums insured under the insurances taken out by the Project Developer cum Licensee pursuant to Clause 15, and includes all insurances required to be taken out by the Project Developer cum Licensee under Clause 15.1 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums

insured and payable or deemed to be insured and payable in relation to such act or event;

“Intellectual Property” means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case, whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

“Material Adverse Effect” means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

“Maintenance Manual” shall have the meaning ascribed to it in Clause 12.1;

“O & M” means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance and provision of services in accordance with the provisions of the Agreement;

“O & M Expenses” means expenses incurred by or on behalf of the Project Developer cum Licensee or by the Council, as the case may be, for all O & M including a) cost of salaries and other compensation to employees, b) cost of materials, supplies, utilities and other services, c) premia for insurance, d) all taxes, duties, cess and fees due and payable for O & M, e) all repairs, replacement, reconstruction, reinstatement, improvement and maintenance costs, f) payments required to be made under any contract in connection with or incidental to O & M, and g) all other expenditure required to be incurred under the Agreement, Applicable Laws or Applicable Permits;

“Operation Period” means the operation and maintenance period commencing from COD and ending on the Transfer Date;

“Partial Completion Certificate” shall have the meaning as set forth in Clause 11.4.2;

“Parties” means the parties to the Contract Agreement collectively and “Party” shall mean any of the parties to the Contract Agreement individually;

“Non-Exclusive Perpetual License” means the license provided by the Project Developer cum Licensee to allow the Council to use the licensed software deployed in the Project during the contract period for the purpose of the Project.

“Project” means designing and customizing a Unique Smart Addressing Solution for providing navigation details and address location services within the jurisdiction of _____ limits, which includes any additional areas that would be brought under _____ limits from time to time and in accordance with the provisions of the Agreement; and includes all works, services, systems, and supporting infrastructure relating to or in respect of the Scope of the Project;

“Project Acceptance Tests” means the standard tests as proposed by the Project Developer cum Licensee as part of Quality Assurance Plan and as accepted by the Council against which Project Implementation will be monitored by the Council;

“Project Assets” means all physical and other assets relating to and forming part of the Project including a). tangible assets such as works and equipment, b). intangible assets such as software customizations, -d). financial assets, such as security deposits, etc; e). insurance proceeds and f). applicable permits and authorizations relating to or in respect of the Project;

“Project Completion Date” shall have the meaning as set forth in Clause 11.4.1;

“Project Completion Schedule” means the progressive Project Milestones set forth in Schedule B for completion of the Project on or before the Scheduled Completion Date;

“Project Developer cum Licensee” shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

“Project Developer cum Licensee Default” shall have the meaning as set forth in Clause 18.1.1;

“Project Milestone” shall have the meaning as set forth in Schedule B;

“Rs. or “Rupees” means the lawful currency of the Republic of India;

“Scope of the Project” shall have the meaning set forth in RFP document under the chapter TOR and scope of work.

“Service Levels” shall have the meaning as set forth in Schedule A;

“Specifications and Standards” means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project as set forth and any modifications thereof or additions thereto, as included in the design and engineering for the Project submitted by the Project Developer cum Licensee to, and expressly approved by the Council;

“State” means the State of Delhi and **“State Government”** means the government of that State of Delhi;

“Taxes” means any Indian taxes including excise duties, custom duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever;

“Termination” means the expiry or termination of this Agreement and the Contract hereunder;

“Termination Notice” means the written communication issued in accordance with this Agreement by one Party to the other Party terminating the Agreement;

“Transfer Date” means the date on which the Agreement and the Contract hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice;

“USASUP” shall have the meaning as set forth in Clause 5.1.1.;

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
THE COUNCIL OF [NDMC] by:

For and on behalf of
PROJECT DEVELOPER CUM LICENSEE by:

(Signature)
(Name)
(Designation)

(Signature)
(Name)
(Designation)

In the presence of witness:

1.

2.

SCHEDULE-A**SERVICE LEVEL METRICS**

S No.	Service Level Metric	Performance Standard	Measurement Method
1	Availability of USASUP Services and Infrastructure Components	The USASUP platform and infrastructure components shall be available 99.9% of the time for the entire calendar month except in case of Force Majeure/scheduled outages.	Will have to set-up automated methods and tools for measurement of USASUP platform and infrastructure availability as requested by the Council. The availability reporting will include all incidents of scheduled and unscheduled outages.
2	Availability of customer support	The USASUP customer support services are required to be reported over a mutually agreed communication channel.	Will have to set-up automated methods and tools for measurement of customer support issues on an on-demand basis. The reporting will include all tickets raised and the response time for addressing the issue.
3	Growth in number of customers	The Project Developer cum Licensee and Council shall work together to ensure more private entities adopt the USASUP platform.	To evolve a mutually agreed reporting format between the Project Developer cum Licensee and the Council.
4	Accuracy of Digital door to door survey.	99 % accuracy in the data collection and rendering/integration USASUP platform.	Validation of data by NDMC/third party.

SCHEDULE-B**DELIVERABLES & TIME LINES**

The table below outlines the deliverables by the NDMC under this contract

Activity No.	Deliverable Milestones	Description	Time Lines for completion of the Milestone from the Appointed Date
1	Establishment of supporting IT infrastructure for USASUP	Setup of a cloud based IT infrastructure for USASUP	30 days
2	Development and refinement of maps within the jurisdiction of the Authority including ward boundaries to support generation of the USASUP for each dwelling.	NDMC and its circle or localities boundaries printed maps will be provided by the NDMC for digital rendering by the Licensee cum developer for the use of USASUP	45 Days
3	Development of a Mobile based App Technology Solution for conducting Door to Door Digital Survey of each property of NDMC Area on real time basis. (The Mobile App should support iOS/Android platform and Tab compatible and; A Technology Solution to provide a smart and unique maps based addressing solution in the web and mobile channels.	The field staff should be able to capture and enter Digital Survey data on real time basis by using the Cloud based mobile app available on Tab with wi-fi enabled and the data directly getting fetched to Database link to GIS Map developed by the Licensee cum developer and the data linkages to the map based application.	45 days
4	Digital Digital Surveys of properties within NDMC areas.	The information (Personal Identifiable Information and property Information) deemed important for the NDMC will be collected through a Mobile based application provided by the NDMC	120 days
5	a) Hosting of NDMC Properties Information	The hosting of the information (Personal Identifiable Information and	140 days

	<p>along with utility platforms for electricity, water, estate license fees and property tax and</p> <p>b) Provide a citizen application for accessing USASUP and Administrative Information and Broadcast Platform for notification /messages form NDMC based on the Unique Property Addressing System which can be filtered circle or locality wise for targeting unique group of citizens</p>	Dwelling Information) collected by the vendor on behalf of the NDMC	
6	Affix printed board to each dwelling	Affix a weather-resistant board with printed digital door number for each dwelling after code generation and collecting the required information at the household level Blue colour boards are for domestic properties with black letters and brown coloured boards for commercial properties with black letter. Both the boards contain. NDMC logo in standard green colour. The specimen is to be approved by Council before affixing.	180 days

Note: The above mentioned milestone/deliverables are to be completed within 180 days from the date of commencement of work (the commencement date is defined as Appointed date which is 30 days from the date of Executing/Signing of the Agreement) failing which it shall attract Liquidity damages and actions as per the Agreement.

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

1. In consideration of the New Delhi Municipal Council, Palika Kendra, Sansad Marg, New Delhi – 110001, (hereinafter called 'the council') having agreed to exempt **M/s Firm name with address** (hereinafter called the said 'Contractor(s)') from the demand, under the terms and conditions of work order No. _____ Dated _____ made between New Delhi Municipal Council and **M/s Firm name** for the **Name of work** (hereinafter called 'the said Agreement') of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Contractor(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by Council.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Council stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We undertake to pay to the Council any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Council under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee, or till 66 months from the date of execution of agreement whichever is earlier.
5. We, Bank name with address, further agree with the Council that the Council shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Council against the said Contractor(s) / Suppliers and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) / Suppliers or for any forbearance, act or omission on the part of the Council or any indulgence

be the Council to the said Contractor(s) / Suppliers or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s).
7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the Council in writing.
8. This Guarantee shall be valid up to _____ unless extended on demand to be made by the Council. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us with in six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.
9. The BG shall be extended in case the NDMC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.
10. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMC reserves the rights to terminate the contract, and forfeit the BG.

Dated the _____ day of _____ 200__

For _____

(Indicate name of Bank)