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GOVT. OF NCT OF DELHI
SOCIAL WELFARE DEPARTMENT
GLNS COMPLEX, DELHI GATE, NEW DELHI-110002
[COMPUTER CELL]

F.56(320)/DSW/CC/177/17-18

Dated:

Tender Notice

Based on two bids system i.e. Technical and Financial Bid system, bids are invited from reputed and capable bidders, to award Comprehensive Maintenance Contract of Biometric Identification System installed at Reception-cum-Classification Centre (RCC), Sewa Kutir Complex, Kingsway Camp, Delhi-110009 for a period of two years.

The **technical bid**, **2. the financial bid** and **3. the Earnest Money Deposit (EMD)** should be sealed by the bidder in **separate covers** duly superscribed and **these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed "Quotation for Comprehensive Maintenance Contract of Biometric Identification System of RCC"**. The technical bids shall be opened at the first stage and evaluated. At the second stage, financial bids of only technically acceptable bids shall be opened for further evaluation and ranking before award of contract.

A. Terms and Conditions

1. Earnest Money Deposit of amount **Rs.3000/-** (Rs. Three Thousand only) in the form of Demand Draft/FDR/Bank Guarantee in favour of **Director, Department of Social Welfare, GNCTD** payable at Delhi and issued from any of the Commercial Bank located in Delhi/NCR valid for a period of 60 days beyond the final bid validity period.
2. Successful bidder shall have to submit **Performance Bank Guarantee @10%** of the total cost of contract in the form of Demand Draft/FDR/Bank Guarantee in favour of **Director, Department of Social Welfare, GNCTD** payable at Delhi and issued from any of the Commercial Bank located in Delhi/NCR.

3. Tender Critical Dates:-

Start Date & Time for sale or download of Tender Document / Start Date & Time for Bidding	09/04/18 at 05:00 PM
Last Date & Time for sale or download of Tender Document / Last Date & Time for Bidding	01/05/18 at 11:00 AM
Bid Opening Date / Time	01/05/18 at 11:30 AM

4. Proposals that are received after the deadline will **NOT** be considered in this tender process.
5. Interested bidders are advised to study the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The bidders submitting the bid would be presumed to have considered and accepted all the terms and conditions mentioned in the tender document.
6. The Social Welfare Department, Govt. of NCT of Delhi has installed Biometric Identification System (software integrating the Biometric machine and web camera) at Reception-cum-Classification Centre (RCC), Kingsway Camp, Delhi-110009 for profiling & establishing the identity of beggars through their biometric i.e. thumb impression or by keying-in their details. The Social Welfare Department is now desirous of availing the comprehensive maintenance contract of this system.
7. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. For this, if required, they may have a view of whole system by visiting RCC after the consent of officer in-charge of RCC, Kingsway Camp.
8. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Social Welfare Department, GNCTD. Any notification of preferred bidder status by Social Welfare Department, GNCTD shall not give rise to any enforceable rights by the Bidder. Social Welfare Department, GNCTD may cancel this public procurement at any

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time prior to a formal written contract being executed by or on behalf of Social Welfare Department, GNCTD.

9. The corrigendum/addendum/clarification (if any) will be published on the tender section of official website of Social Welfare Department, GNCTD (www.socialwelfare.delhigovt.nic.in) and shall be deemed to be incorporated into this tender document. Therefore, the bidders are advised to keep visiting the official website of department.
10. The comprehensive maintenance will be for 02 (two) years with effect from signing of contract between Social Welfare Department, GNCTD and selected bidder. The Department may consider the renewal of contract subject to satisfactory services by the successful bidder.
11. Social Welfare Department, GNCTD may terminate the tender process at any time and without assigning any reason. Social Welfare Department, GNCTD makes no commitments, express or implied, that this process will result in a business transaction with anyone.
12. The bid / proposal submitted without EMD mentioned above will be summarily rejected.
13. The EMD may be forfeited if the successful Bidder fails to furnish the required Performance Bank Guarantee or the participating bidder withdraws/amends its bid within the period of tender or the successful bidder does not execute the contract awarded.
14. Prices should **NOT** be indicated in the Technical Bid **but should only be indicated in the Financial Bid**.
15. The bid should be submitted by the Bidder in English language only. If in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.
16. No consortium, subletting or hiring services of other company for execution of this job shall be allowed.
17. Social Welfare Department, GNCTD shall constitute a Proposal Evaluation Committee/Purchase Committee to evaluate the responses of the bidders.
18. The offer submitted by the bidders should be valid for minimum period of 90 (ninety) days from the date of submission of Tender.
19. **Technical Bid:-**

The bidders are to submit following documents for technical bid **duly self attested by the bidder:-**

1. Copy of Certificate of Incorporation of Company.
2. Copy of PAN Card of Company.
3. Copy of Valid GST Registration Certificate.
4. Copy of Income Tax Return for financial years 2014-15, 2015-16 and 2016-17.
5. Copy of Audited Balance sheet with Profit Loss Statement for financial years 2014-15, 2015-16 and 2016-17, indicating average annual turnover of more than or equal to Rs.20000/-.
6. Copy of Completion Certificates from the client OR Work Order + Self certificate of Work Completion of following assignment (in r/o similar work):-

One assignment costing not less than Rs.54000/-;

Or

Two assignments costing not less than Rs.34000/- each;

Or

Three assignments costing not less than Rs.27000/- each

20. Financial Bid:-

The format of financial bid should be as per the following:-

S.No.	Particular	Quantity	Charges for Two Years period
1.	Maintenance Charges for Biometric Machine	01	
2.	Maintenance Charges for Web Camera	01	
3.	Maintenance Charges for Software including Software Modification/Update as per department's requirement on demand	01	
Grand Total		---	

The Grand Total amount shall be considered as 'final price' quoted by the bidder. This will be including all kind of charges and GST. The rates quoted must be in INR.

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21. EMD of all unsuccessful bidders would be refunded by Social Welfare Department, GNCTD within 1 month or on 30th day of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
22. Social Welfare Department, GNCTD shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or Social Welfare Department, GNCTD incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.
23. Social Welfare Department, GNCTD will award the contract to the lowest rate quoting bidder on grand total whose bid has been found to be responsive and who is eligible & qualified to perform the contract satisfactorily as per the terms and conditions and process outlined in this document.
24. Social Welfare Department reserves the right to accept or reject any proposal, and to annul the tendering process / public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Social Welfare Department, GNCTD action.
25. Prior to the expiration of the validity period, Social Welfare Department, GNCTD will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. The notification of award will constitute the formation of the contract incorporating clauses of the tender document. In case the tendering process / public procurement process has not been completed within the stipulated period, Social Welfare Department, GNCTD may like to request the bidders to extend the validity period of the bid.
26. Payment for maintenance charges shall be made quarterly after receipt of correct Invoice and subject to satisfactory services.
27. Force Majeure - Social Welfare Department, GNCTD or the selected bidder, against the other, in case of any failure or omission or calamities such as fires, floods, earthquakes, hurricanes, or civil strikes, under any statute or regulations of the Government, lock-outs, strikers, riots, embargoes from any political reasons beyond the control of any part including war (whether declared or not), civil war or state of insurrection shall give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party:-
 - has delayed the performance of its work as it was beyond its reasonable control and it has not due to negligence or default on its part.

Either party, as and when gives notice of force majeure shall provide confirmation of such event in the form of a certificate from the Government department or agency or chamber of commerce. The parties shall be relieved of their respective obligations to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force majeure is established as provided hereinabove.

28. Arbitration - In the event of any question, disputes or difference arising between the parties relating to the interpretation and application of these provisions of agreement, such disputes or differences shall be resolved amicably by mutual consultations and on failure to do so shall be referred for arbitration by a sole arbitrator to be appointed by Lt. Governor of Delhi. The decision of Arbitration to the agreement in this regard shall be final and binding upon both the parties. The parties shall continue to perform their obligations under the agreement during arbitration proceedings, except where the agreement has been terminated. The venue for arbitration will be New Delhi.

B. Scope of Work

29. The Social Welfare Department, Govt. of NCT of Delhi has installed Biometric Identification System (software integrating Biometric machine and web camera) at Reception-cum-Classification Centre (RCC), Sewa Kutir Complex, Kingsway Camp, Delhi-110009 for following purposes:-
 - (i) To capture and maintain the profile of beggars apprehended from time to time including their photograph and biometric information with integration of biometric machine and web camera.

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- (ii) To identify the habitual beggars (with history from first time apprehension to recent apprehension) at the time of reception by scanning the thumb impression or keying-in other relevant information to establish the identity.
- (iii) For reporting mechanism to generate the statistical reports required from the system periodically.
30. The department is responsible for availability of Desktop and database software in RCC, Kingsway Camp for the Biometric Identification System. The software needs to update/modify based on the requirement of department and report generation accordingly therefore, the firm must be capable of updating/modifying the software through the source code programming based on the department's requirement. The selected firm shall be responsible for safety of updated data. The manpower shall be given by the department to operationalize the system but the responsibility to train the manpower as and when needed by department shall be with the selected firm.
31. The biometric machine and web camera is also included under maintenance contract. Replacement of all parts/spares of the devices is covered under the contract including the damage to any part of biometric machine and web camera by electric short circuit or other electric/electronic reasons or burning of internal part. The replacement of defective parts/spares with good quality and standard spares will be done by the selected firm without any extra charge of any kind.
32. This maintenance contract includes preventive maintenance quarterly/regular services of the biometric machine, web camera and software, replacement of any spare parts necessary for keeping these devices active & free from any defects/disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of these devices.
33. On the failure of Desktop provided by department, the selected vendor shall be responsible for installation of updated software, biometric machine and web camera and migration of up-to-date data into the next Desktop provided by department. For this, no charges shall be payable by department.
34. The operating environment condition in which the equipments are presently installed is quite satisfactory and the Bidder will not raise any condition with regard to the working environments for the equipment covered under maintenance contract.
35. The support personnel should be available over phone and is required to be responsible for single point of contact of Social Welfare Department, GNCTD. On breakdown situations or when directed by Social Welfare Department, GNCTD, response time to reach maintenance location for maintenance call by the support personnel should not exceed 2 hours.
36. The down time for the hardware or software should not exceed 24 hours from the time at which the complaint was made. If the down time is more than 24 hours, the bidder shall provide a standby solution. In case the hardware or software is not repaired or an alternative solution not provided within the period of 72 hours from the time of failure report then the Social Welfare Department, GNCTD may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from the successful firm.
37. The selected bidder shall ensure 100% uptime for equipments and software under maintenance contract failing which a penalty of Rs.100/- per day till the date of rectification of malfunctioning of hardware/software will be imposed by the Social Welfare Department, GNCTD. However, before imposing penalty, the Social Welfare Department, GNCTD will issue a show cause notice in which the details of downtime will be mentioned. It will also include the penalty proposed to be imposed on the bidder.



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