

Delhi Development Authority
[Office of the Dy. Director(System)]
D-Block, Room No.113 (FF), Vikas Sadan, INA, New Delhi -110023
Phone: 011-24661763

No. F6(1)/2013/SYS/ 123

Dated: 03-10-2023

To

1. M/s Nippon Data Systems Ltd.
B-14, Sector-8, Noida-201201
Uttar Pradesh

2. M/s Vedang Soft Private Ltd.
Regd. Office 2524/C2, Vasant Kunj
New Delhi

Reference: Termination of Award of work for appointing consortium of M/s Nippon Data Systems Ltd. and M/s Vedang Soft Private Ltd. vide Letter No.F6(11)2020/Sys/373 dated 14.08.2020, regarding development of workflow application software portal for Public Grievance Redressal Management System Activities (including Mobile Apps and Web Apps) for implementation in Delhi Development Authority & Special Task Force (STF).

The work titled "Appointment of an ICT agency for developing workflow application software portal for Public Grievance Redressal Management System Activities (including Mobile Apps and Web Apps) for implementation in Delhi Development Authority & Special Task Force (STF)" was awarded to the consortium of M/s Nippon Data Systems Ltd. and M/s Vedang Soft Private Ltd. vide award letter No.F6(11)2020/Sys/373 dated 14.08.2020 and the agreement for the work was signed on 06.01.2022. The consortium till date has failed to deliver on all milestones within the delineated timelines as prescribed under the RFP.

The companies forming part of the consortium of M/s Nippon Data Systems Ltd. and M/s Vedang Soft Private Ltd. were issued number of show cause notices vide F6(11)2020/Sys/25 dated 24.01.2022; F6(11)2020/Sys/30 dated 01.02.2022; F6(11)2020/Sys/71 dated 24.05.2023 and notices vide F6(11)2020/Sys/36 dated 14.02.2022 and F6(11)2020/Sys/61 dated 07.03.2022 for failure to deliver on project milestones by the user deptt. However, the consortium was neither able to submit the deliverables nor provide any satisfactory response. As per clause 39 (a) of the agreement signed on 06.01.2022, a final show cause notice was issued on 24.05.2023.

The user, SAGR (System Audit and Grievance Redressal) department stated that the consortium has completely failed to deliver on any milestones within time and their replies to the final show cause have no substantive basis based on empirical findings and the primary two deliverables of satisfactorily developing a software for web based application for handling grievances including integration of all existing grievance related apps and development of a mobile app were never achieved by the consortium. Also, SAGR

deptt. stated that neither sign off of SRS nor sign off of UAT were ever given to the consortium/agency.

The failure of the consortium to deliver various milestones within delineated timelines are briefly detailed as under:

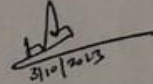
1. Delay in completion of codal formalities: The work was awarded to the consortium on 14.08.2020 with the condition to convey acceptance within 07 days of issuance of award letter i.e., by 21.08.2020. However, precious time was lost due to dispute between the consortium partners and they submitted performance guarantee and security deposit separately and the agreement was finally entered on 06.01.2022 i.e., after 1 year 4 months and thereafter as well no time line was met by the consortium nor any satisfactory work was done.
2. The consortium was supposed to Go Live within 24 weeks of Effective Date (ED) i.e., the date of signing of the contract. The agreement was signed on 06.01.2022 and ED + 24 weeks lapsed on 24.06.2022. However, even after a lapse of another 1 year and 2 months, neither SRS sign off nor UAT sign off were even achieved.
3. As per clause 39 of the agreement, contract can be terminated if the consortium/agency does not remedy a failure in the performance of their obligations under the work order within 07 days of being notified or such further period given in writing.
4. Similarly, Clause 18 of the agreement provides that if the consortium/agency fails to complete the assignment, within the period specified under the work order, the performance guarantee is liable to be forfeited besides other action.
5. Clause 70 of the RFP provides that the contract can be terminated if the bidder fails to deliver any or all of the services within the time period(s) specified in the purchase order and if the bidder fails to perform any other material obligation(s) under the contract. Clause 73 of the RFP states that if the contract is terminated due to non submission of deliverables within prescribed time schedules, inferior quality of reports, non-compliance to instructions, etc. then fee for that work would not be paid and security deposit and performance security (PBG) will be forfeited.
6. As per clause 39 of the agreement dated 06.01.2022, DDA can terminate the work order if the consortium/agency does not remedy a failure in the performance of their obligation under the work order, within a period of 07 days, after being notified or within such further period as DDA may have subsequently approved in writing. Similarly, clause 76 of the said agreement also stipulates that DDA shall have the right to claim under the performance security and appropriate the proceeds in occurrence of termination of the contract by DDA under Clause 39 of the agreement.

Therefore, as per the recommendation of the user deptt. i.e. SAGR Department looking after the development of application in DDA of unsatisfactory nature your services and failure to deliver project milestones within time lines and decision of the competent authority, due to your non-performance, your contract vide agreement dated 06.01.2022 regarding development of workflow application software portal for Public Grievance Redressal Management System Activities (including Mobile Apps and Web Apps) for implementation in Delhi Development Authority & Special Task Force (STF) stands terminated as per provisions of clauses 70, 72 and 73 of the RFP read with clauses 18, 39 and 76 of the agreement.

The security deposit and performance bank guarantee of the consortium of M/s Nippon Data Systems Ltd. and M/s Vedang Soft Private Ltd. stand forfeited as per clause 73 of the RFP and clause 18 of the agreement. The consortium of M/s Nippon Data Systems Ltd. and M/s Vedang Soft Private Ltd. as consortium and as individual company, are also debarred from participating in future bids in Delhi Development Authority for a period of three years with regard to computerization of grievance redressal management.

I have been directed to convey the above decision in this matter.

This issues with the approval of the competent authority.

Handwritten signature and date: 31/10/2013

Dy. Director(System)
For and on behalf of Delhi Development Authority

Copy to:

1. Principal Commissioner(Systems)
2. Commissioner-cum-Secretary(SAGR)
3. Commissioner(System)
4. Director(System)
5. Office copy