



Request for Proposal for engaging Call Center Agency for Delhi Development Authority (DDA)

Schedule

Activities	Date	Time
<i>Bid submission starts</i>	31.08.2022	12 PM
<i>Pre bid queries sent through email i.e., ddapublicrelation@gmail.com/bijay.patel2041@dda.gov.in</i>	05.09.2022	10 AM to 5 PM
<i>Release of Response to clarifications sought through email on DDA's website and Gem portal</i>	07.09.2022	By 2 PM
<i>Submission of Bids end</i>	21.09.2022	By 12 PM
<i>Technical Bid opening</i>	21.09.2022	By 3 PM

Date and time for opening of Financial Bids shall be intimated in due course after evaluation of Technical Bids.

DDA reserves the right to reject the whole or any part of the tender without assigning any reason. If any clarification are required by perspective bidders, these should be submitted in writing an email on bijay.patel2041@dda.gov.in and ddapublicrelation@gmail.com during the designated date and time.

DISCLAIMER

1. Though adequate care has been taken while preparing the Tender 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 during the time designated for pre bid queries, it shall be considered that the Tender Document is complete in all respects.
2. The information contained in this tender whether subsequently provided to the bidders, ("**Bidder/s**") verbally or in documentary form by Delhi Development Authority (henceforth referred to as "**DDA**" in this document) is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to any such information is provided.
3. Delhi Development Authority(DDA) reserves the right to modify, amend or supplement this Tender Document.
4. While this Tender Document has been prepared in good faith, neither DDA nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender Document, even if any loss or damage is caused by any act or omission on their part.
5. The issue of this Tender document does not imply that DDA is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) and DDA reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
6. 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 DDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DDA 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.
7. This tender may not be appropriate for all persons, and it is not possible for the DDA and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender, 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 tender and obtain independent advice from appropriate sources. Information provided in this Tender 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.

8. The DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

9. The DDA 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 Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this Selection Process.

10. The DDA 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 Tender.

11. The DDA 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 Tender.

DEFINITIONS

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

"Bid" shall mean the Technical / Financial Bid/Price Bid/Commercial bid submitted by the Bidding Company/Shortlisted Bidder along with all documents /credentials/ attachments, formats, etc.

"Bidder/Shortlisted bidder/ Bidding Company" Bidder means any firm offering the solution(s), service(s) and/ or materials required in the tender call. The word Bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom client DDA signs the contract for

rendering of goods and services. 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 that has submitted the response in accordance with the provisions of this Tender Document;

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

"Tender Document/Bidding Document" shall mean, the bidding document issued by DDA including all Formats & Annexures/ Forms etc. and also including all amendments / clarifications thereof; "DDA shall mean DELHI DEVELOPMENT AUTHORITY(A body created under the Act of Parliament);

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

“Tender due date/Last Date of Bid Submission” shall mean the last date and time for submission of Price Bid in response to this Bid as specified in Tender Schedule including all amendments/Clarifications thereto;

“Authorized Signatory” shall indicate the employee or any other person of the Bidding company who has been authorized through board resolution and/or Power of attorney (if required by DDA) 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 DDA during execution of Contract.

“Contract Period” means 02 years (24 months) period starting on and from the commencement date.

Contract means the agreement entered into between the Client (DDA) 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/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 tender call and specifications.

Performance Security means a document in the prescribed format acceptable to DDA to be submitted by the successful bidder on receipt of letter of award in accordance with the conditions of contract, in the form acceptable to the Client.

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

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

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

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

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

"Scope of the Project" shall have the meaning set forth in tender document.

"Service Levels" shall have the meaning as set forth in tender document.

"Taxes" means any Indian taxes including GST 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;

CHAPTER-1

TENDER/BID INVITING NOTICE

1.1 The Director (PR), Delhi Development Authority(DDA),Vikas Sadan, New Delhi, invites on behalf of DDA, tenders in two bid system, from eligible and reputed call center operating and managing firms, with sound technical and financial capabilities for Operation and Maintenance of call center by providing adequate trained professionals having experience in managing similar facility, well conversant to handle the assigned job fluent in Hindi and English language.

1.2 The indicative details of the work are given under the scope of work in the tender document.

1.3 The bidder may submit the duly filled up tender documents online on or before prescribed date and time mentioned in the Tender Schedule and the same may be opened 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.

1.4 Tender document can be downloaded free of cost from GeM Portal and website of DDA i.e., www.dda.gov.in

1.5 EARNEST MONEY DEPOSIT (EMD)

1.5.1 An EMD of **Rs. 200000 (Rs. Two lakh only)** to be deposited in the form of Bankers Cheque of a Commercial Bank /Account Payee Demand Draft of a Commercial Bank /Fixed Deposit Receipt (FDR) of a Commercial Bank/ Insurance Surety Bonds/Bank Guarantee[#] (for the balance amount as prescribed) from a commercial bank, copy of which to be scanned and to be uploaded with other technical documents as mentioned in the tender. Failing to deposit EMD on or before the last date of submission of bids (Tender Due Date) shall lead to non - consideration of bid and its automatic rejection.

#a part of earnest money is acceptable in the form of Bank Guarantee also. In such cases 50% of earnest money or Rs. 20 lakh whichever is less, will have to be deposited in shape prescribed above and balance can be accepted in form of Bank Guarantee issued by a Commercial Bank.

1.5.2 The EMD of all bidders during technical bid evaluation etc. should be returned within 30 days of declaration of result of technical bid evaluation., except in the case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Guarantee. Where a demand draft is provided, its validity shall not be less than 90 (Ninety) days from the Tender Due Date (last date of Bid Submission), for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the EMD.

1.5.3 The EMD will be forfeited at the discretion of DDA 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 fail 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 /BG of the bidder/s will be forfeited.

Note: Bidders are required to submit a letter with the EMD exemption claimed along with the MSME Certificate, if they want any exemption.

1.6 PERFORMANCE GUARANTEE/BANK GUARANTEE

1.6.1 The Performance Guarantee (BG) will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the 'Delhi Development Authority' in the format appended to the tender at ANNEXURE-II.

1.6.2 The Performance Guarantee shall be for an amount equal to 3% (three per cent) of the total value of the Contract (tendered/bid amount).

1.6.3 All charges whatsoever such as premium, commission, etc. with respect to the Performance Guarantee shall be borne by the bidder.

1.6.4 The Performance Guarantee shall be valid for a period of 26 months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India. The Performance Guarantee shall be released subject to realization of liquidity damages if any.

1.6.5 The bidder will also be required to further extend the Performance Guarantee, in case of extension of contract by DDA, such extension of Performance Guarantee is to be valid for a minimum of 6 months to be counted from the expiry of the Contract (The License Period).

1.6.6 The extended Performance Guarantee in any case shall be submitted when DDA has given its consent for extension before the expiry of the previous Performance Guarantee, failing which, DDA reserves the rights to terminate the contract, and forfeit the Performance Guarantee.

1.7 BRIEF DESCRIPTION OF BIDDING PROCESS

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

1.8 Under this process, the Bid shall be invited under two stages- In stage one, eligibility along with submission of EMD (bid security) and technical capability of the bidder will be first examined based on the details submitted under the Technical Bid with respect to eligibility criteria stipulated in this tender. The Financial Bid under the second stage shall be opened of only those shortlisted Bidders who’s Technical Bids are responsive to eligibility as prescribed in this tender.

1.9 The documents and any addendum issued subsequent to this tender document, will be deemed to form part of the Bidding Documents.

CHAPTER –2

SCOPE OF WORK AND TERMS OF REFERENCE FOR OPERATING CALL CENTER (10.00 AM to 6 PM)

2.1 Objectives

The objective of operating call center is to provide instant information and management of citizen complaints from a central point by use of various communication and digital platforms to help DDA in resolving the citizen grievances in the most satisfying ways and provide them the correct and accurate information about their queries.

2.2 Indicative Scope of the Work:

- i. Call Center agents/operators shall handle the calls in Hindi or in English as the case may be. Although, there will be no provision of dedicated desks for each language, the Call Center Service Provider would have to deploy agents with fluency in English and Hindi languages.
- ii. After receiving an incoming call, the agent shall welcome the caller and ask the caller whether he/she would prefer to talk in Hindi, English.
- iii. In addition, the agent would also have good knowledge of computers so that he/she is able to record the feedback and other necessary details with clarity.
- iv. The Call Center Agent would be trained to have basic understanding about the services being provided by the various departments of DDA.
- v. The Call Center Agents would record the feedback received in a suitable format and will close the call. The information would be stored in the database and would be used for the purpose of further processing. The call centre agency will provide call centre software for call recording. The agents will have to inform the caller that they are on recording line.
- vi. The Call Center operator shall engage at least one supervisor who would be fully conversant with all aspects of the Call Center processes and subject matter. The supervisor must attend all subject

matter training arranged by DDA. S/He should also be able to impart the basic subject matter training to new Call Center agents who have not yet attended subject matter training by the DDA.

2.3 PROCESS DETAILS FOR THE DDA CALL CENTER

- i. Call Center executive of DDA receives complaints/queries by public through various mode likewise toll-free phone line, DDA Mobile app (DDA 311) and other social media platforms i.e., Facebook, twitter, DDA website etc.
- ii. Handling customer queries, complaint, and request for information in Hindi and English languages.
- iii. Shall include replying to queries of general public related to:
 - a) The status of applications reg. allotment of flats, plots, shops, etc., issue of possession letters and handing over of physical possession, outstanding dues, if any and sanction of building plans, etc.
 - b) Complaints reg. maintenance of parks and encroachment on the DDA's land/property.
 - c) Grievances lodged through various means such as Mobile Apps, web portal, DDA 311, STF related queries, etc.
 - d) Booking of function sites and advising the public, the contact person in this regard.
 - e) Information relating to forthcoming Housing Schemes and auction of shops, residential, Industrial, Commercial, Institutional plots, etc.
 - f) Recruitment procedure and status thereof related to various posts to be filled by DDA.
 - g) Membership criteria and other aspects like available facilities related to Sports Complexes, Golf Courses, etc.
 - h) Information of tenders, ongoing and forthcoming projects of DDA.
 - i) Information regarding pension and medical facilities available to DDA employees.
 - j) Information about planning issues/policies like Land Pooling Policy, TOD Policy, Policy reg. in-situ rehabilitation of JJ Clusters.
 - k) Information with respect to such other matters and issues as desired by DDA from time to time.
- iv. After receiving the complaints through 1800110332 toll-free no, Facebook, twitter and Email executive will take proper details to register the complaints on call center software and send the complaint ID number to the complainant by sms.
- v. The complaints received at call center through various means are forwarded by call center executives to the concerned area officers/Department for quick resolution.
- vi. In case of complaints received through online mode i.e. DDA 311 Mobile app and notification/information also sent to the DDA website the same shall be auto forwarded to concerned officers/Departments complainant.

- vii. The executives of call center shall closely monitor all pending complaints and take follow-up action for quick resolution.
- viii. Call center supervisor shall also closely monitor each complaint and give instructions to the executives for follow-up action on all pending complaints in a time bound manner.
- ix. Call center supervisor shall also send the report and complaints status to all concerned HODs of DDA.
- x. Call Centre shall operate from 10.00 AM to 6 PM : six days a week from Monday to Saturday. The call centre will remain closed on all public holidays observed by DDA.
- xi. Internal Security Mechanism shall be incorporated at call center.
- xii. DDA Data Security Exchange of information & software, E-Mail and media also kept secured.
- xiii. The agent will firstly greet the citizen with a welcome greeting then take the and take the request call.
- xiv. If the call is an inquiry, the agent will be able to provide information relating to DDA services/officer/schemes from the script/information available.
- xv. If the call is a complaint, the agent will register the information in the call centre software and process the complaint, the citizen will be given the ticket/complaint id number, in case of any future disputes or complaints and in order to follow up.
- xvi. The agent will then wrap up the call with the caller.

2.4 Requirement of Manpower to operate the Call Center (10 AM to 6 PM)

Sr. No.	Professional/Cost Head	Number
1.	Call Center Operators/agents/executives	10
2 .	Call Center Supervisor	01

The Call Centre staff shall be marking attendance through the software.

2.5 Manpower Profile Requirement for Inbound and out bound Calling

2.5.1 Call Center Operator

The profile of the operators should be as follows:

- i. Minimum qualification as graduate or equivalent in any stream.
- ii. Able to fluently speak, read and write in Hindi, English
- iii. Able to communicate confidently and politely, with good speaking skills
- iv. Experience of at least 01 years in a Call Centre or indirect selling/telemarketing in the service industry.
- v. Sound knowledge of call centre software/Mobile app

2.5.2 Call Center Supervisor

The profile of the Team Leader/Supervisor should be as follows:

- i. Must be a Graduate or equivalent
- ii. Able to fluent speak, read and write in Hindi and English
- iii. Able to communicate confidently and politely, with goods peaking skills
- iv. Experience of minimum 03 years in a Call Centre after graduation/equivalent
- v. Effective problem-solving and decision-makings skills.
- vi. Strong knowledge of Microsoft office (Word, Excel, PowerPoint etc)
- vii. Responsible for follow up all pending grievances through executive.

viii. Responsible to prepare various MIS report as an when required.

2.5.3 Besides, the call centre dialer software will also be provided by the shortlisted agency.

The functions/features of the software should include the following:

- Ability for an agent to call clients in succession from a database through a web-based screen
- Ability to display a script for the agent to read with fields like name, address, etc. filled-in
- Ability to set a campaign to auto-dial and send live calls to available agents
- Ability to dial predictively in a campaign with an adaptive dialing algorithm
- Ability to transfer calls with customer data to a closer/verifier
- Ability to open a custom web page with user data from the call, per campaign, per In-Group, or per list
- Ability to autodial campaigns to start with a simple IVR then direct to agent
- Ability to broadcast dial to customers with a pre-recorded message
- Ability to park the customer with custom music per campaign
- Ability to send a dropped call to a voicemail box, queue or extension per campaign if no agent is available
- Ability to set outbound CallerID per campaign or per list
- Ability to take inbound calls gathering CallerID
- Ability to function as an ACD for inbound and fronter/closer verification calls
- Ability to have an agent take both inbound and outbound calls in one session(blended)
- Ability to start and stop recording an agent's calls at any time
- Ability to automatically record all calls
- Ability to manually or automatically call up to two other customer numbers for the same lead
- Automatically dial unlimited alternate numbers per customer until you get an answer
- Ability to schedule a callback with a customer as either any-agent or agent-specific
- Ability in Manual dial mode to preview leads before dialing
- Agents can be logged from anywhere with just a phone, web browser, and an internet connection
- Faster hangup and dispositioning of calls with one key press (HotKeys)
- Definable Agent Wrap-up time per campaign
- Ability to add custom call dispositions per campaign
- Ability to use custom database queries in campaign dialing
- Recycling of specified status calls at a specified interval without resetting a list
- Dialing with custom Time Zone restrictions including per state and per day-of-the-week
- Dialing with Answering Machine Detection, also playing a message for AM calls
- Multiple campaigns and lead-lists are possible
- Option of a drop timer with safe-harbor message for FTC compliance
- Variable drop call percentage when dialing predictively for FTC compliance
- System-wide and per-campaign DNC lists that can optionally be activated per campaign
- All calls are logged and statuses of calls are logged as well as agent time breakdowns
- Load Balancing of call across multiple inbound or outbound Asterisk servers is possible
- Several real-time and summary reports available

- Real-time campaign display screens
- 3rd party conferencing(with DTMF macros and number presets)
- 3rd party blind call transfer
- 3rd party conferencing with agent drop-off
- Custom Music-On-Hold and agent alert sound for inbound calls
- Estimated hold time, place in line, overflow queues and several other inbound-only features
- Skills-based ranking and call routing per inbound group(queues) and campaign
- Queue Prioritization per campaign and inbound group
- Single agent call queuing
- Ability to set user levels and permissions for certain features and campaigns
- Ability for managers to listen-in on agent conversations
- Ability for managers to enter conversations with agents and customers
- Ability for managers to change the selected queues for an agent
- Ability for agents to select a Pause Code when they are not active
- Ability for agents to control volume levels and mute themselves
- Ability for agents to view the statuses of other agents on the system
- Ability for agents to view details for calls in queue that the agent is selected to take calls from
- Ability for agents to select and click to take calls in queue from their agent screen
- Agent shift enforcement by day and time, defined per user group
- Multi-function web-based agent API allowing for control of agent sessions including click-to-dial outside of the agent screen
- Lead import web-based API
- Web-based data export utilities
- Separate Time-clock application to track user work time
- Web-based administration
- DID, phone and carrier trunk provisioning through the web interface
- Inbound email handling through the agent web screen
- Chat with customers from a website through the agent web screen
- Chat with managers and other agents in the agent web screen

2.6 Contract Period

The Contract for the operation of Call Centre shall be awarded for a period of two years, which may be extended for 1 year depending on the performance of the successful bidder and requirement of DDA subject to the sole discretion of DDA on the same terms and conditions. However, if the performance of the Call Center Operators is not found to be satisfactory by DDA, the contract may be terminated by giving termination notice to the Call Center Operator/firm. The Call Center Operator shall provide all services specified in Technical Specifications/scope of work and in the bid in accordance with the highest standards of professional competence and integrity. DDA reserves the right to require the replacement of any Call Center staff assigned to work on the site by suitable qualified staff, in the event that the staff concerned is observed incompetent or loses the confidence of DDA.

CHAPTER-III

INSTRUCTIONS TO BIDDER & ELIGIBILITY CRITERIA

3.1.1 The mode of tender is online on GeM portal and shall be two bid/stage system

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. Besides, they have to qualify in the technical parameters and have to score 75 marks out of 100. 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.

3.1.2 Upon selection, the bidder shall be required to enter into an agreement with DDA in the format specified in this tender document. 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.

3.1.3 Prices should not be indicated in the Pre-Qualification and Technical Proposals. All the columns of the quotation form shall be duly, properly and exhaustively filled in.

3.1.4 The Bidder is allowed to submit only one proposal against this Tender. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. Documents in support of eligibility must be enclosed with the tender. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.

3.1.5 Bidders are advised that the selection of successful firm shall be on the basis of an evaluation by DDA through the Selection Process specified in this tender 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 DDA's decisions are without any right of appeal whatsoever.

3.2 ELIGIBILITY CONDITIONS FOR BIDDERS

Tenders of only those bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by DDA. The following 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. The conditions mentioned under point 3.3 of this document are mandatory to pre-qualify for technical bid, non-compliance of any condition shall lead to disqualification in Technical Bid.

3.3 BASIC ELIGIBLTY CONDITIONS FOR PRE-QUALIFICATION

3.3.1 The bidder should have the experience of at least 3 years in handling call center services. Also the bidder must have experience of handling 3 distinct call centres accounts amounting to Rs 40 lakh each or 2 distinct call centre accounts amounting to Rs 50 lakh

each or 1 call centre account amounting to Rs 80 lakh. The completion certificate from clients, to be submitted should not be earlier than 01.04.2019.

3.3.2 Bidder must have at least one office in Delhi/NCR region, which has been operational at least since 01.04.2021. Supporting documents should be attached.

3.3.3 Average Annual turnover from call center establishment and operations business of firm during the **three financial years (2018-19, 2019-20 and 2020-21) should be minimum of Rs. 50 lakh.** The Bidder shall enclose with its bid, certificate(s) from its Statutory Auditors stating its total revenues from call center establishment/ operating business during the 03 (three) financial year preceding the last date of bid submission of the bid. In the event that the Bidder does not have a statutory Auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder. Supporting documents required.

- a. Tax Registration
- b. GST
- c. Income Tax PAN copies of relevant (s) Certificate of Registration.

3.3.4 Bidder should not be black-listed by any Central / State Government / Public Sector Undertaking in India. Declaration Regarding Clean Track in the format as per Annexure- IV Form-D.

3.3.5 Documents Required As part of the Technical Bid

- a) Presentation in pdf format
- b) Turnover certificate for the years 2018-19, 2019-20, 2020-21 duly certified by CA
- c) Completion Certificates/Satisfactory performance certificates from client with amount of work
- d) Copy of EMD
- e) Copy of Registration
- f) Copy of GST Registration Certificate
- g) Branch/Office documents as proof
- h) Any other documents as required by RFP

The indexing of the documents should be done properly so that evaluation is conveniently done.

3.4 ACKNOWLEDGEMENT BY THE BIDDER

3.4.1 It shall be deemed that by submitting the tender, the Bidder has Made a complete and careful examination of the Tender Document

3.4.2 Received all relevant information requested from DDA

3.4.3 Accepted the risk of inadequacy, error or mistake in the information provided in the document or furnished by or on behalf of DDA or relating to any of the matters.

3.4.4 Agreed to be bound by the undertaking /agreement provided by it under and in terms hereof.

3.5 RIGHT TO REJECT ANY TENDER

3.5.1 Notwithstanding anything contained in this tender document, DDA reserves the right to accept or reject any tender and to annul the Selection Process and reject all Tenders, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. Without prejudice to the generality of the clause, DDA reserves the right to reject any Tender if- at any time, a material misrepresentation is made or discovered, or the bidder does not provide within the time specified by DDA, the supplementary information sought by DDA for evaluation of the Tender.

3.5.2 Misrepresentation/ improper response by the Bidder may lead to the disqualification.

3.6 CLARIFICATIONS TO QUERIES

Bidders requiring any clarification on the tender may send their queries to DDA in writing through e-mail during the time mentioned in the Schedule of Tender Process.

a. DDA shall endeavor to respond to the queries within the period specified therein. DDA will post the reply to all such queries on DDA's website and GeM Portal.

b. DDA reserves the right not to respond to any query or provide any clarifications, in its sole discretion.

3.7 AMENDMENT TO TENDER DOCUMENT

At any time prior to the deadline for submission of Tender, DDA may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the or for any other reason, DDA may, in its sole discretion, extend the last date of bid submission.

3.8 NON -TRANSFERABLE BID

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

3.9 DEVIATIONS

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender document. If the bidder has any observation, the same may be intimated before the pre-bid meet. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If this condition is not complied with, tender is liable to be rejected.

3.10 WITHDRAWAL OF BID

No Tender can be withdrawn after submission and during bid validity period. Submission of a bid by a bidder implies that he had read all the tender document including amendments if any, visited the site and has made himself aware of the scope of Work to be executed and other factors having any bearing on the execution of the Work.

3.11 CLARIFICATION OF THE BID

To assist the examination, evaluation and comparison of the Bids, DDA may at its discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the bidder.

3.12 CANVASSING

No bidder is permitted to canvass to DDA on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

3.13 PROCESS OF SUBMISSION OF BID DOCUMENTS

- i. Bidders shall submit the technical tender online on Gem portal on or before tender due date/last date of bid submission.
- ii. The Technical bid shall not include any financial information relating to the Financial Tender. In case financial bid is given with technical bid documents it shall be summarily rejected.
- iii. The Bidder shall provide all the information sought under this tender document, DDA would evaluate only those Tenders that are received in the specified forms/formats/annexures/appendices and complete in all respects and within the submission date and time. The tenders shall be submitted online only.
- iv. 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 Tender shall be initiated by the person(s) signing the Tender. The Tenders must be signed by the authorized signatory (the "Authorized Signatory").

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

- i. Ambiguous bids will be out rightly rejected.
- ii. DDA will *NOT* be responsible for any delay on the part of the vendor in submission of the tender bids.
- iii. The offers submitted by telegram/ fax/ E-mail etc. shall *NOT* be considered. No correspondence will be entertained on this matter.
- iv. Conditional tenders shall *NOT* be accepted on any ground and shall be rejected straightway.

- v. When deemed necessary, DDA 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 tender submitted or price quoted. This would also not mean that their quote has been accepted.
- vi. No enquiry shall be made by the bidder during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of DDA 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.

3.15 BID EVALUATION PROCESS

DDA shall open the Technical bid on the tender due date as specified in Tender Schedule. The Technical bid shall be opened first. After the technical evaluation, DDA shall open the financial bid only technically qualified bidders in the presence of the Bidders who choose to attend.

Technical parameters:

Criteria for Evaluation

S.No.	Criteria	Parameters	Marks	Total Marks
1	Presentation "Role of Call Centre to build DDA's image"	Understanding DDA and its functions	15	40
		Strategy to deal with queries/grievances	25	
2	Cumulative Turnover (in INR) for the years 2018-2019, 2019-2021, 2020-2021 from Call Center business	1.5crore to 2 Crore	20	30
		2 Crore to 3 Crore	25	
		More than 3 Crore	30	
3	Amount of call center accounts handled (work completion certificate from client not earlier than 01.04.2019 should be attached)	80 lakhs to 2 crores	20	30
		More than 2 crores to 4 crores	25	
		More than 4 crores	30	
(T)Total				100

Minimum 75 marks is required to qualify for financial bid.

3.16 BID EVALUATION COMMITTEE

The bid evaluation committee constituted by DDA shall evaluate the bids. The decision of the bid evaluation committee in the evaluation of the Technical and Financial bids shall be final.

3.17 PRE-QUALIFICATION EVALUATION

- a. The evaluation committee will check if the bidder has deposited the EMD along with the Technical Proposal and the same are found to be in order.
- b. The documentation furnished by the bidder will be examined prima facie to see if the firm's capacity, skill base and other Bidder attributes as claimed therein are consistent with the needs of this project.
- c. DDA may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.
- d. TEST OF RESPONSIVENESS: The initial criteria of fulfilling the basic eligibility and experience of similar class/nature of works completed and financial turn over etc. as given above under eligibility criteria will first be scrutinized and the applicant's eligibility for the work shall be determined.
- e. DDA shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the DDA. In case of tenders containing any conditions or deviations or reservations about contents of tender document, the tender shall be treated as non-responsive. DDA decision regarding responsiveness or non- responsiveness of a tender shall be final and binding.
- f. DDA reserves the right to verify self attested copies o all statements, information and documents, submitted by DDA in response to the tender. The lack of such verification by DDA shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of DDA there under.
- g. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility 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 issued LOA and if the selected bidder has already been issued the LOA or has entered into the agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this tender, be liable to be terminated, by a communication in writing by DDA without DDA being liable in any manner whatsoever to the Selected Bidder.

3.18 FINANCIAL/PRICE BID EVALUTION

- i. The Financial Tender clearly indicate the total cost of the work in Indian Rupees. In the event of a difference between the arithmetic total and the total shown in the Financial Tender, the lower of the two shall prevail.
- ii. 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.**
- iii. All charges including administrative cost, monthly salaries/ wages and benefits to the staff, and taxes, (including GST) to be included in the price bid. No other charges will be payable to the L-1 bidder other than the mentioned in the price bid.
- iv. While submitting the Financial Bid, the Bidder shall ensure the following:

a. 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 Tender, it shall be considered non-responsive and liable to be rejected.

b. All applicable taxes/levies 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 Tender Document and submit the total cost in the Financial Bid.

c. That the “Contractor/Service Provider” shall account for the Minimum Wages, fringe benefits and administrative Charges/ professional charges as well as the maintenance charges as per the rate quoted in the price bid.

3.19 CONTRACT FINALIZATION AND AWARD CRITERIA

i. DDA will notify the selected bidder, through the Gem portal that their bid has been accepted.

ii. Within 07 (seven) days of issue (LoA) of the Letter of Award, the successful Bidder shall sign the contract and the selected bidder will deploy the man-power/call agents and supervision/system administrator within 07 (seven) days of signing the agreement, failing which the LoA/Work order will be liable for cancellation.

3.20 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 DDA in relation to matters arising out of, or concerning the Selection Process. DDA shall treat all information, submitted as part of the Tender, in confidence and shall require all those who have access to such material to treat the same in confidence. DDA 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 DDA or as may be required by law or in connection with any legal process.

3.21 VALIDITY OF THE RESPONSE TO TENDER DOCUMENT

The Bidder shall submit the response to Tender Document which shall remain valid up to 90 days from the last date of submission of response to Bid Document. DDA reserves the right to reject any response to Tender Document which does not meet the mentioned validity requirement. DDA may solicit the bidders’ consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

3.22 RIGHT OF DDA TO REJECT A BID

DDA reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability.

3.23 As per CVC guidelines every bidder has to submit the signed Integrity Pact format given at **Annexure-III** with technical bid. It may be noted that without signed Integrity Pact, the bid will be rejected.

3.24 The bidder should upload the copies of documents/information, annexure duly indexed and numbered for easy reference.

CHAPTER-IV

GENERAL TERMS AND CONDITION OF THE AGREEMENT

4.1 AWARD OF WORK AND EXECUTION OF AGREEMENT

After selection of the bidder, a Letter of Award (the "LOA") for Operation and Maintenance of DDA 10 AM to 6 PM call center for a period of two (02) years shall be issued, in duplicate, by DDA to the Selected Bidder and the Selected Bidder, within 07 (seven) days of the receipt of the LOA, shall execute an Agreement after furnishing the Performance Security in the form of Bank Guarantee, on a non judicial stamp paper of Rs. 100/- as per the prescribed format provided by DDA. Failure to execute the contract is liable to result the rejection of the work order.

4.2 DEPLOYMENT OF MAN-POWER AT CALL CENTER

The selected bidder shall deploy the man-power at DDA office at Vikas Sadan 10.00 AM to 6 PM six days a week from Monday to Saturday call center as per the Scope of the Work in the Tender Document. If the selected bidder fails to either sign the Agreement or deploy the man-power, the Bid Security of the selected Bidder shall be forfeited.

4.3 EXTENSION OF COMPLETION PERIOD

In case the man power for Operation of DDA 10.00 AM to 6 PM call center mentioned in the tender document is not successfully deployed within seven (07) days of the execution of the agreement, then an extension of 15 days may be granted subject to recovery of liquidated damage @ 0.5% (half) percent of the price of the delayed deployment of man-power at call center or unperformed service for each and every week (part of a week being treated as a full week) of delay. The failure on part of bidder to deploy successfully the man-power described in the tender even after the expiry of the 15 days extension, shall lead to cancellation of the work order, contract agreement and forfeiture of performance security.

4.4 LIQUIDATED DAMAGES

If the service provider 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 DDA 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% (half) percent of the price of the delayed deployment of man-power at call center or unperformed service for each and every week (part of a week being treated as a full week) of delay until actual deployment of man-power, up to a maximum deduction of 10% (Ten percent) of the total contract price.

4.5 VERIFICATION OF THE QUALIFICATIONS AND ASSESSMENT OF CAPABILITIES (FLUENCY OF HINDI AND ENGLISH LANGUAGES OF THE CALL AGENTS) SUPERVISOR AND CALL AGENTS/OPERATORS.

The DDA shall have the right to verify the documents pertaining to qualification and experience of the Call Agents, Supervisor and if not satisfied the service provider shall immediately replace with them requisite qualification, experience and capabilities without any cost to DDA. The service provider shall provide the call operator and supervision having fluency in spoken Hindi and English languages.

4.6 USE OF CONTRACT DOCUMENT AND INFORMATION

The Bidder/Supplier shall not, without the DDA prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the DDA in connection therewith, to any person other than a person employed by the Bidder in the Performance of the Contract.

4.7 AMENDMENTS

No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.

4.8 PAYMENT TERMS

- a. The "Contractor/Service Provider" will maintain a register on which day to day deployment of personnel will be entered and call centre software attendance log shall also be maintained. While raising the bill, this should be shown, based on which the supervisory staff/representative of DDA will verify the bill.
- b. These records must be preserved by the firm till next financial year, even if the contract period is over.
- c. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Department from the agency.
- d. Final bill shall be paid within 90 days after submission of the final bill by the Contractor/Service Provider.
- e. That the "Contractor/Service Provider" shall provide additional personnel as and when required by the "DDA" on the same rates, terms and conditions as mentioned in this agreement.
- f. Payment may be released after successful completion of each quarter.

4.9 APPLICABLE LAW

This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have jurisdiction in this regard.

4.10 TERMINATION FOR DEFAULT

The DDA reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the DDA on the following circumstances:

- i. The selected bidder commits a breach of any of the terms and conditions of the bid/contract.

- ii. The bidder goes into liquidation voluntarily or otherwise
- iii. The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- iv. If the service provider/firm, in either of the above circumstances, does not remedy his failure within a period of 15 days-**Cure Period** (or such longer period as the DDA may authorize in writing) from the date of issue of default notice from the DDA.
- vi. If the Bidder, in the judgment of the Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Tendering Authority, and includes collusive practice among BIDDERS (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and deprive the Tendering Authority of the benefits of free and open competition.

- vii. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract – operation and maintenance of Call Centre even after grant of extension, the DDA reserves the right to get the balance contract executed by another party

of its choice by giving one month’s notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the DDA may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.

- viii. DDA reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

4.11 CONSEQUENCES OF TERMINATION

In Circumstances mentioned above the Tendering Authority may forfeit the Performance Guarantee.

4.12 NOTICES ON DEFAULT

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by email and confirmed in writing to the other party’s last recorded address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

4.13 TERMINATION FOR INSOLVENCY

DDA may at any time terminate the Contract by giving written notice to the Bidder/firm/service provider, if the Bidder becomes bankrupt or otherwise insolvent as declared by the competent court. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the DDA.

4.14 FORCE MAJEURE

4.14.1 Notwithstanding the provisions of tender, the Successful Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.14.2 For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by DDA and its decision shall be final and binding on the Successful Bidder and all other concerned.

4.14.3 In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligation force majeure period. In the event that such force majeure extends beyond six months, DDA has the right to terminate the contract in which case, the PBG shall be refunded to him.

4.14.4 If a force majeure situation arises, the Successful Bidder shall notify DDA in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify DDA not later than 3 days of cessation of force majeure conditions. After examining the cases, DDA shall decide and grant suitable additional time for the completion of the Work, if required s during the force majeure period. In the event that such force majeure extends beyond six months, DDA has the right to terminate the contract in which case, the PBG shall be refunded to him.

4.14.5 If a force majeure situation arises, the Successful Bidder shall notify DDA in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify DDA not later than 3 days of cessation of force majeure conditions. After examining the cases, DDA shall decide and grant suitable additional time for the completion of the Work, if required.

4.15 DISPUTE RESOLUTION AND ARBITRATION

4.15.1 Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Vice Chairman DDA or his nominee whose decision shall be final and binding on both the parties to this contract.

4.15.2 The Arbitrator Appointing Authority shall propose five Arbitrators from the list of DDA Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

4.15.3 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

4.15.4 The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party

shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Architectural Consultant shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

4.16 JURISDICTION OF COURT

The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties. Successful Bidder's Obligations

4.17 SUCCESSFUL BIDDER LIABILITY

Successful Bidder hereby accepts full responsibility and indemnifies DDA and shall hold DDA harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contactors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify DDA and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Letter of Award.

4.18 INDEMNITY AND INSURANCE

The bidder shall indemnify and make harmless the owner or the Officers, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work. An indemnity bond to this effect will be submitted by the bidder before start of work.

4.19 RESPONSIBILITY & LIABILITY FOR THE MAINTENANCE AND OPERATIONS

The service provider/firm shall assume full responsibility and liability for the maintenance and operation of call centre and facilities and shall indemnify and hold DDA harmless from all liability and expense on account of any and all damages, claims or actions, including injury to and death of persons, arising from any act, accident or omission in connection with or arising out of the installation, presence, maintenance and operation of call centre. The Successful Bidder will abide by the statutory norms/Govt. Rules prevalent in India and will free DDA from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold DDA responsible or obligated.

4.20 CONTROL AND POSSESSION

The service provider/firm shall be deemed to be in control and possession of the equipment necessary for the proper and normal operation of the call centre.

4.21 CONFIDENTIALITY OF DDA DATA

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

4.22 GOVERNING LANGUAGE

The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

4.23 LIMITATION OF LIABILITY

The aggregate liability of the Successful Bidder to DDA, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value provided, however, that this limitation shall not apply to any liability for damages arising from: Willful misconduct, or Indemnification against third party claims; or Gross Negligence. Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.

4.24 SEVERABILITY

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

4.25 COUNTERPARTS

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

4.26 RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES

This contract is not intended & shall not be construed to confer on any person other than DDA & Successful Bidder hereto, any rights and / or remedies herein.

4.27 COMPLIANCE WITH LABOUR LAWS

The Concessionaire shall abide by and comply with all the applicable labour laws and statutory requirements, including ESI, Minimum Wages Act 1948, Payment of Wages Act 1936, Contract Labour (Regulation & Abolition) Act 1970, Employees' Provident Funds and Miscellaneous Provisions Act 1952 etc. That the Contractor/Service Provider/Firm shall pay wages (not less than the minimum wages) to its employees **through ECS** within the time stipulated under the provisions of Minimum Wages Act, Govt. of NCT of Delhi.

4.28 INTERPRETATION OF THE CLAUSES

In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.

4.29 BOOKS & RECORD

Call Centre Operator/service provider shall maintain adequate books and records/reports in connection with Contract and shall make them available for inspection and audit by DDA any appointed third party until expiry of the performance guarantee. Call Center Operator shall maintain duty roaster and daily attendance record of the Call Centre Agents in the DDA Call Centre. Supplier shall also maintain a downtime logbook to record downtime.

FINANCIAL/PRICE BID SCHEDULE

Quotation for 10 executives for 24 months	Quotation for 1 Team Leader for 24 months	Quotation for call centre software and other peripherals required except for equipment [#] provided by DDA for 24 months	GST (in Rs.)	Total Amount (in Rs.) including GST

(In case of any increase/decrease in manpower in future, payment shall be made on pro-data basis)

DDA will provide space for the team leader & executives, Desktop system with internet and telephone line.

Note: No other payment on any account will be payable to the L-1 bidder. L1 will be decided based on total amount including GST)

Authorized Signature

Name and Designation of Signatory:

Name of Firm: _____

Address: _____

BANK GUARANTEE FORMAT

(On Rs. 100/- non- judicial stamp paper)

1. In consideration of the Delhi Development Authority having agreed to exempt **M/s Firm name with address** (hereinafter called the said 'Contractor/(s)/Service Provider' from the demand, under the terms and conditions of work order No. _____ Dated _____ made between Delhi Development Authority 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)/Service Provider 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)/Service Provider** do hereby undertake to pay to DDA an amount not exceeding of Rs. _____ (Rupees _____ Only) on demand by DDA.

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)/Service Provider. 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) /Service Provider 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) /Service Provider 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 DDA 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 DDA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) /Service Provider and accordingly discharges this guarantee, or till 26 months from the date of execution of agreement whichever is earlier.

5. We, Bank name with address, further agree with the DDA that DDA 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) /Service Provider 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)/Service Provider 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)/Service Provider or for any forbearance, act or omission on the part of the DDA or any indulgence be the Council to the said Contractor(s)/Service Provider 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)/Service Provider.

7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the DDA in writing.

8. This Guarantee shall be valid up to _____ unless extended on demand to be made by the DDA. 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 within 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 DDA 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, DDA reserves the rights to terminate the contract, and forfeit the BG.

Dated the _____ day of _____ 20 ____

For _____

(Indicate name of Bank)

INTEGRITY PACT AGREEMENT

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.

PRE-CONTRACT INTEGRITY PACT

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 Delhi Development Authority 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) /Service Provider 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)/Service Provider and the Bidder(s)/Contractor(s)/Service Provider is willing to offer / has offered the same.

Whereas the Bidder(s)/Contractor(s) /Service Provider 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 DDA 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 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)/Service Provider 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:

1. 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) /Service Provider,

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) /Service Provider the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) /Service

Provider which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor (s) /Service Provider.

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

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, DDA with full and verifiable facts and the same is prima facie found to be correct by the DDA, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DDA 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 DDA the proceedings under the contract would not be stalled.

2. Commitments of Bidder(s)/Contractor(s) /Service Provider

2.1 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:

2.2 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.

2.3 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 Delhi Development Authority for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the DDA.

2.4 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.

2.5 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.

2.7 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.

2.8 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.

2.9 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.

2.10 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.

2.11 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 DDA.

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

2.13 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.

2.14 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.

3. Previous Transgression

3.1 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 Delhi Development Authority that could justify Bidder(s)/Contractor(s) exclusion from the tender process.

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

4. Sanctions for Violations

4.1 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:-

4.2 To encash 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.

4.3 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).

4.4 To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the Delhi Development Authority 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.

4.5 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.

vi. 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.

4.6 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.

4.7 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

4.8 The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.

4.9 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.

5. 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.

6. 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.

7. Validity

11.1 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.

11.2 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.

8. The parties hereby sign this Integrity Pact at _____ on _____
Principal/Owner Bidder(s)/Contractor(s) /Service Provider Chief Executive Officer Name of the Officer & Designation

Delhi Development Authority

Witness

1. _____

2. _____

Witness

1. _____

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.

FORM 'A'

STRUCTURE & ORGANISATION – BID FORM

1. Name & address of the applicant
2. Telephone no. / Fax no.
3. Information about the Firm with Documentary proof :
 - a. Name of the firm....
 - b. Year of establishment..
 - c. Registration No.....
 - d. Copy of certificate of incorporation..
 - e. Name of the Director of the Company...
 - f. Office address of the company...
 - g. Total employee of the company....
 - h. Turnover of the company during last 03 financial years...
 - i. PAN Number....
 - j. GST Registration Number....
 - k. Authorize Signatory - Name and Address.....
 - l. Website Address, if any.....
 - m. E-mail address, if any.....

4. Beneficiary's complete Bank Details in

Bank Account No. _____
 IFSC / NEFT Code: _____
 Name of the Bank: _____
 Address of the Branch: _____

5. Particulars of EMD

Amount: Rs. _____
 Mode of Payment (DD/BG): _____
 DD/BG No.: _____
 Date: _____
 Name of the Bank: _____
 Address of the Bank: _____
 Validity of BG: _____

6. Turn Over Details:

Year Annual Report attached at Page No.
 Turnover in Rs. (crores)
 2018-19
 2019-20
 2020-21

7. Particulars of registration with various Government Bodies (attach attested photocopy)
 Organization / Place of Registration No.

- 1.
- 2.
- 3.

8. Description of the work executed in last three years:

Sr. No. Description of the work order Executed value of the work order Date of issue of work order number and work order number Name of the client Date of completion of work Evidence proof page number.

8. Names and titles of Directors & Officers with designation to be concerned with this work.
9. 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.
10. 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.
11. Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
12. Any other information considered necessary but not included above.

DECLARATION:

4. We have read and understood the terms & conditions of the above mentioned tender and comply to all Terms & Conditions of your Tender. (In case of any deviation the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and deviation thereto)
5. We certify that the information mentioned above are true and correct to best of our knowledge.
6. In case of receipt of order we confirm that payment shall be received through e- Banking / Electronics Transfer.
7. This offer contains _____ No. of pages including all Annexures and Enclosures.

Signature of Applicant(s)/Authorised Signatory

Date:

Place:

Annexure-IV:

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 (PR)

Delhi Development Authority

Vikas Sadan, INA, New Delhi-110023

SUBJECT: Operation of 10.00 AM to 6 PM Call Center at DDA HQ for a Period of 02 (Two) 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, in conformity with the said bidding document for the same.
2. 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
3. I / We undertake, if our bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the schedule of Requirements.
4. 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.
5. 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.

6. 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.

7. 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.

8. 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.

9. We understand that you are not bound to accept the lowest or any bid you may receive.

10. 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-IV:

FORM 'C'

**UNDERTAKING ON AUTHENTICITY OF ITEMS
(ON NON-JUDICIAL STAMP PAPER OF RS. 100/-)**

To

Director (PR)

Delhi Development Authority

Vikas Sadan, INA, New Delhi-110023

SUBJECT: Operation of 10.00 AM to 6 PM Call Center at DDA HQ for a Period of 02 (Two) Years Reference: 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:

FORM 'D'

**SELF-DECLARATION – NO BLACKLISTING/CLEAN TRACK RECORD
(ON BIDDER’S LETTER HEAD)**

To

Director (PR)

Delhi Development Authority

Vikas Sadan, INA, New Delhi-110023

SUBJECT: Operation of 10.00 AM to 6 PM Call Center at DDA HQ for a Period of 02 (Two) Years in response to the Tender 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.

_____ , 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:

FORM 'E'

AUTHORIZATION LETTER

(Representative AUTHORIZATION Letter on the Letterhead of the Bidder)

Date:

SUBJECT: Operation of 10.00 AM to 6 PM Call Center at DDA HQ for a Period of 02 (Two) Years

Ref:

To,

Delhi Development Authority

Ms./Mr.....is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with tender reference No She/ He is also authorized to attend meetings and submit technical and financial bid (Online) information as required by **DELHI DEVELOPMENT AUTHORITY(DDA)** 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 Authorized Signatory

.....

.....
Signature attested

CONTRACT AGREEMENT

This Agreement is made on this between **M/s** _____. having its registered office at _____ through its _____(hereinafter called the Supplier which expression shall mean and include its successor, assignees and nominees) of the one part and Delhi Development Authority.

Whereas the DDA under consideration of the offer made in pursuant to the Tender ID: _____, agreed to allow the Supplier Firm to execute the work of Operation and maintenance of DDA call center from 10:00 AM to 6:00 PM (six days a week i.e. Monday to Saturday) vide work order no. _____ as per the terms and condition of the bid document.

Whereas each of the documents mentioned herein has been signed by and on behalf of the parties hereto called for purposes of identification and shall be treated as part of this agreement. Now it is hereby agreed by and between the parties as follows:

1. The Supplier Firm (The successful bidder who has been issued the letter of Award (LoA dated _____) shall upon and conditions shown in the NIT and the work/supply order and any other correspondence exchanged between the parties, annexed here to and which form part of this agreement, execute and complete the work so shown and described in the above said documents including the tender document.
2. The Supplier shall deposit a Bank Guarantee equal to 3% of the approximate value of the work/supply ordered.
3. That the services shall be confirming with the quality and specifications given in the work supply order and the tender document.
4. That the/services shall be delivered strictly within the period specified in the work/supply order/tender document and the time is the essence of the contract. If the supplier fails to deliver the services or any instalment thereof within the period fixed for such deliveries, the DDA shall have the right to arrange the supply/services from elsewhere in the risk and cost of the supplier. However, in cases of genuine

difficulty, extension of time may be allowed by the DDA and shall recover from the Supplier as liquidated damages and not by way of penalty, a sum equivalent to half percent

Contd...page-2

-2-

(0.5%) of the price bid for the services which the supplier fails to deliver within the specified **Deliver Period/execution (as per work order/ terms & conditions of tender documents)** of the expiry of the prescribed delivery period of the services for every 07 seven days of the part thereof. The liquidated damages in any case will not exceed 10% of the contract price.

5. That in case the service ordered do not conform with the quality and specifications given in the work supply order/tender document and not delivered within the stipulated period, Director (PR), DDA shall have the right to reject all or any part of the services so offered and whose decision in this respect shall be final and binding.
6. That in case the Supplier is not willing to execute the order or breaches any terms and conditions of the contract/agreement, DDA may not only forfeit performance bank guarantee , but shall have the option to procure services from another source/supplier and recover the difference in the price actually paid and that payable to the tenderer/quotation firm. That in the event of any dispute arising between the parties, the same shall be referred to the sole arbitrator in accordance with the provisions of Arbitration & Conciliations Act, 1996, whose decision shall be final and binding on the parties.
8. The Terms and conditions of the Bid/tender documents have been agreed upon by both the parties and signed and added to this agreement. In witness whereof the parties have herein to set and subscribe the hands and seals on the date, month and year first above written.

For and on behalf of DDA

Director (PR)

For an on behalf of Tenderer/selected Firm

Signature and Capacity with Seal