



Request for Proposals for Selection of a Professional Communications/Social Media Agency

for

Delhi Development Authority (DDA)

Schedule

Activities	Date	Time
Bid submission starts	28.04.2022	From 12 PM
Pre-bid queries sent through email	02.05.2022	10 AM TO 3 PM
Release of Response to clarifications sought through email on DDA's website	04.05.2022	By 2 PM
Submission of Bids end	18.05.2022	By 12 PM
Technical Bid opening	18.05.2022	By 3 PM

* Changes in the above schedule, if any, will be made at the sole discretion of DDA and will be communicated by mail to the shortlisted agencies.

In case of any discrepancy in this RFP document with regards to schedule of dates, the times and dates given above shall prevail.

1. Basic Information

- a) Delhi Development Authority, (hereinafter called “DDA”) invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Communications agencies (“Bidders”) for the provision of the communications services as described in Section of this RFP, “Scope of Work” (“the Services”), and “Deliverables”.
- b) Proposals must be received not later than the time and date at the venue mentioned in the RFP. Proposals that are received after the deadline WILL NOT be considered.

2. Objectives

DDA intends to select an agency to manage all its existing and future social media activities and digital communication campaigns. The broad objective for the 360-degree communications campaigns to be taken up by the selected agency will include the following:

- a) Create brand DDA through increased visibility, using effective channels of communication.
- b) To convey a consistent positive message.
- c) Create visibility and develop content digitally.
- d) Information dissemination.

3. Instruction to Bidders

(A)General

- a) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DDA. Any notification of preferred bidder status by the DDA shall not give rise to any enforceable rights by the Bidder. The DDA may cancel this RFP at any time without assigning any reason prior to a formal written contract being executed by or on behalf of the DDA.
- b) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- c) Failure to comply with the requirements of this paragraph may render the

proposal non-compliant and the proposal may be rejected. Bidders must:

- i. Comply with all requirements as set out within this RFP.
- ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
- iii. Include all supporting documentations specified in this RFP.
- iv. Each bidder shall submit only one (1) proposal.

(B) Pre Bid Meeting

- a. Pre Bid queries may be sent through mail @ ddapublicrelation@gmail.com, bijay.patel2041@dda.gov.in on **02.05.2022 between 10 AM and 3 PM**.
- b. The queries should necessarily be submitted in the following format:

S No.	RFP Document references(Para, Page no., etc)	Content of RFP Clarification	Points of clarification

- c. Response to clarifications sought through email only will be posted on DDA's website www.dda.gov.in under what's new section as per the schedule. Any clarifications post the indicated date and time may not be entertained.

4. RFP Document

Bidders may download the RFP document from DDA website www.dda.gov.in and GEM portal.

5. Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Bids, scanned copy of EMD of INR 2,00,000 (Rupees Two Lacs only) in the form of a Demand Draft issued by any scheduled commercial bank in favour of Accounts Officer(Cash)Main DDA payable at New Delhi, and should be valid for six (6) months from the due date of the tender / RFP.
- b) EMD of all unsuccessful bidders would be refunded by DDA within six weeks of the bidder being notified as being unsuccessful. The EMD for the above amount of successful bidder would be returned upon submission of

Performance Bank Guarantee as per the format provided.

- c) The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will summarily be rejected.
- e) The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. If bidder alters the bid during the bid validity period or fail to submit the performance guarantee within the prescribed period after the acceptance of bid.
 - iii. If bidder commits any fraud or provides false information or forged documents while submitting the bid.
 - iv. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

6. Bid Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender. DDA reserves the right to reject any proposal, which does not meet its requirement.

7. Late Bids

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
- b) The bids submitted by fax/e-mail, etc. shall not be considered. No correspondence will be entertained in this matter.
- c) DDA reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

8. Evaluation process

- a. DDA will constitute a Committee to evaluate the responses of the bidders.
- b. The Committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Committee will reserve the right to ask for clarifications or further documentation from the bidders to support the thorough and fair evaluation of their proposals.
- e. The Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

- f. The Committee reserves the right to reject any or all proposals on the basis of any deviations.
- g. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

9. Criteria for Evaluation

Sl.No.	Criteria	Parameters	Marks	Total Marks
1.	<i>Presentation (Topic: Using Social Media to build DDA's Image)</i>	Strategy	15	45
		Uniqueness in approach & quality	10	
		Concept	10	
		Sample Design & Creatives	10	
2.	<i>Cumulative Turnover (in INR) for the years 2018-19, 2019-20, 2020-21</i>	1.5 to 15 crores	5	15
		More than 15 to 30 crores	10	
		More than 30 crores	15	
3.	<i>Amount of social media work of Central Government/ State Government and their bodies, PSUs, PSBs, and public listed companies (in INR) (work completion should not be earlier than 01.04.2019)</i>	80 lakhs to 2 crores	5	20
		More than 2 crores to 4 crores	10	
		More than 4 crores	20	
4.	<i>Qualification and Competence of the Key Professionals</i>	Team Leader (1 mark for each appreciation letter from client upto a maximum of 5 marks)	5	15
		Content Writer (1 mark for each appreciation letter from client upto a maximum of 5 marks)	5	
		Designer (1 mark for each appreciation letter from client upto a maximum of 5 marks)	5	
5.	<i>Government/Government backed/Industry association awards and accolades received by the bidder in advertising/social media/publicity field</i>	1-2 Awards	3	5
		More than 2 Awards	5	
(T) Total				100

i) Financial Capacity of the Applicant (Mandatory)

The Applicant business entity should have a minimum average annual turnover of Indian Rs. (INR) 50 lakhs **from advertising/social media/publicity business** during financial years (2018-19, 2019-20, 2020-2021) **duly supported by Auditor's Report and CA certificate.**

ii) Technical Capacity of the Applicant (Mandatory)

- a) The Bidder should have the experience of handling 3 distinct social media accounts amounting to Rs.40 lakhs each or 2 distinct social media accounts amounting to Rs.50 lakhs each or 1 social media account amounting to Rs.80 lakhs. The completion certificates to be submitted should not be earlier than 01.04.2019. Work completion certificate of only Central Government/ State Government and their bodies, PSUs, PSBs, and public listed companies will be considered.
- b) The agency should have a full-fledged office/branch in Delhi. Supporting documents should be provided like property papers, rent agreement, electricity bills etc.

iii) Technical Bid Evaluation Criteria

Technical bids will be evaluated on the following parameters: (maximum marks: 100 , 75 being the minimum qualification marks)

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre- Qualification Criteria and score at least 75 marks (out of 100) from the technical evaluation criteria would be considered technically qualified. Financial Bids of only technically qualified bidders will be opened.

iv) Financial Bid Evaluation

- a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b. The financial bids evaluation of each bidder will be done as per the below mentioned table.

Sl. No	Particulars	Basic Price (a)	GST as applicable (b)	Total cost for the project (a+b) (C)
1.	Total Cost of providing services as per the SoW mentioned in the RFP for a period of <u>2 years extendable for one</u> more year on satisfactory performance which will be reviewed half-yearly			
Total cost in words (for 2 years)				

v) **Combined and Final Evaluation (The ratio of technical and financial score is 70:30)**

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \frac{C_{low}}{C} X + \frac{T}{T_{high}} (1 - X)$$

where, C = Evaluated Bid Price

C_{low} = the lowest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

X = 0.3

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid

10. Appointment of Agency

DDA will award the work to the agency who will also be the successful bidder on the basis of maximum marks of Combined Technical and Financial Score

DDA reserves the right to reject any or all the proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder.

- a) Prior to the expiration of the validity period, DDA will notify the successful bidder in writing or by fax/ email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, DDA will request the bidders to extend the validity period of the bid.
- b) The work will be awarded to the successful bidder. In case the successful bidder is not interested in executing the work, their EMD will be forfeited.
- c) **Performance Bank Guarantee**: DDA will require the selected bidder to provide a Performance Bank Guarantee (format attached) within 15 days from the notification of award, for a value equivalent to 3% of the total cost of contract. Thereafter, DDA will notify each bidder and return their EMD. The Performance Guarantee should be valid for a period of 24 months (period of contract plus twelve months). The Performance Guarantee shall contain a claim period of three months from the last date of validity. In case the selected bidder fails to submit performance guarantee within the time stipulated, the DDA at its discretion may cancel the order placed on the selected bidder without giving any notice and will forfeit its earnest money. DDA shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the contract period or DDA incurs any loss due to vendor's negligence in carrying out the project implementation as per the agreed terms and conditions.

11. Signing of Contract

Post submission of Performance Guarantee by the successful bidder, DDA and the selected bidder shall sign an agreement incorporating all clauses of RFP, pre-bid clarifications and the proposal of the bidder between DDA and the successful bidder.

12. Failure to Agree with the Terms and Conditions of the RFP

- a) Failure of the successful bidder to agree with the Terms & Conditions of the RFP / agreement shall constitute sufficient grounds for the cancellation of the award.
- b) In such a case, the DDA shall invoke the Performance Bank Guarantee of the successful bidder.

13. Fraud and Corrupt Practices

- a) The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the DDA shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the DDA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the DDA for, inter alia, time, cost and effort of the DDA, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- b) Without prejudice to the rights of the DDA under Clause above and the rights and remedies which the DDA may have under the LOI or the Agreement, if an Applicant or Consultant, as the case may be, is found by the DDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive, undesirable or restrictive during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the DDA during a period of 36 months from the date such Applicant or Consultant, as the case may be, is found by the DDA to have directly or through an agent, engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice, as the case may be.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them
 - i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt,

offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DDA who is or has been associated in any manner, directly or indirectly with the selection Process or the LOI or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DDA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the DDA in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest;
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

14. Tenure of Successful bidder

Successful bidder will be awarded work for 2 years, extendable for next 1 year on the same terms & conditions on satisfactory performance of work done in the previous tenure. DDA will depute a nodal person to liaison with the selected agency on all communication related matters.

15. Scope of Work

The scope of work of the selected agency is as follows:

1. Creation & Maintenance of Social Media Platforms for DDA: The Agency should maintain the official Facebook Page, Twitter Profile, Instagram and any other social media platforms as required by DDA. These include creating, uploading content, graphics, photographs (high definition), videos (high definition), etc and also addressing queries/complaints from public on the social media handles by following up with various departments through various modes of communication. Since social media work 24x7, the agency has to work 24x7 and address queries on real time basis.
2. The social media team and the photographer will have to visit places where DDA events take place to cover it and upload on the social media sites, as and when required by DDA. Sometime these events may take place beyond office hours and also on weekly off days.
3. Engage with users: Regularly organize online surveys, quizzes, contests on the all platforms in consultation with DDA. In order to engage with audience, agency needs to share new ideas from time to time. The agency has to work in campaign mode when any new schemes are launched by DDA or new initiatives are taken.
4. Gate Keeping: Moderation of the all platforms with a frequency of 6 times a day in order to deal with spam, unauthorised advertisements, inappropriate content etc.
5. Media Tracking: Use a good industry standard monitoring tool for analyzing comments / remarks about DDA in online media and share daily report with DDA.
6. Copyright: Content shared online must be copyright protected and unauthorized use of this must be monitored.
7. Reporting: The agency must submit Effectiveness Analysis and MIS Reports to DDA on the effectiveness of the social media strategy at periodical intervals, as and when asked by DDA.
8. The agency must submit a detailed analysis on the steps undertaken for overall promotion of DDA on the Social Media Platforms and the results achieved.
9. The agency must prepare monthly e-newsletter of various activities of DDA and upload on social media sites.
10. The agency has to prepare power point presentation, create design for publicity material in any form as and when required by DDA.
11. The selected agency will take photographs to cover/shoot the events, infrastructure, parks etc. of DDA and prepare a relevant stock of pictures (Photo Bank) to be used and published in Social Media and any other publication / print. A photographer is to be deputed to DDA for covering important events as and when required on short notice.
12. The selected agency will be required to create creatives and conduct Live streaming of select events as advised by DDA from time to time which need to be managed end to end by the

agency.

Team Structure

The selected agency will mandatorily depute the following personnel for the duration of the contract with DDA. All resources will need to be based at DDA on full-time basis, for the duration of the contract. Since, the resources is to be based in DDA at any point of time the agencies should not deny to send its resources to DDA Office, citing work from home or other clause. Failure to comply will invite administrative action including immediate removal of the agency and debarment from future empanelment in DDA.

DDA will be providing seating space to the team (for full time resources), PCs, /router with internet connection). Software for creative design, etc. required for executing the job will be provided by the agency themselves at their own cost. For the backend team, the agency will have to make all arrangements.

Sl. no	Key Personnel	Responsibilities	Minimum qualifications
1.	Team Leader/Social Media Manager#	<ul style="list-style-type: none">• Shall be in charge of the team• Liaison Officer between the agency and DDA.• Shall be responsible for implementing entire scope of work as mentioned in the RFP.• Shall be responsible for approval of content In consultation with DDA.	<ul style="list-style-type: none">• Any Graduate• Minimum 7 years experience in social media as manager/Team Leader.• Out of 7 years, minimum 2 years experience for working with government clients.
2	Content Writer	<ul style="list-style-type: none">• Shall continually consider creative ideas for pitches, proposals and promotions.• Shall create knowledge products in written form such as editorial articles, promotional marketing material, collaterals, slogans, Campaign promotional material, etc., with the elements of observation and analysis in an artistic portrayal.	<ul style="list-style-type: none">• Any Graduate• Minimum 5 years experience as content writer for social media.• Out of 5 years, minimum 1 year experience for working with government clients.

3	Creative Design Expert	<ul style="list-style-type: none"> The person shall be responsible for creating designs for social media. 	<ul style="list-style-type: none"> Any Graduate Minimum 3 years experience as creative design expert. Must have experience of having worked on multiple platforms such as Adobe Photoshop, Corel Draw, in design.
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#Since Team Leader/Social Media Manager is the nodal person who is responsible in running the entire operations, the agency should also bear in mind the following points while making manpower planning:

1. The agency should train another person who can work as nodal officer when the Team Leader/Social Media Manager is not available. This will ensure continuity in work in case the Team Leader leave the agency and also help in case of exigencies when the Team Leader is not available during weekly off/beyond working hours since the work is of 24x7 nature.
2. Team Leader/Social Media Manager, Content writer and creative design expert should attend office on all working days. In their absence, the agency should provide replacement without fail. The alternate resources should have requisite qualification as mentioned above in the table.

In addition, the agency shall deploy requisite resources to complete the deliverables in a time-bound fashion as per the Scope of Work and Deliverables given in the RFP. The backend team has to work 24x7 so that work is done on real time basis. It shall be the sole responsibility of the selected agency to deploy additional resources at no extra cost to DDA, if required to complete indicated deliverables on time.

16. Payment Terms & conditions: It will be done on monthly basis on submission of performance report.

- a) Applicable taxes would be paid at the prevalent rates.
- b) In case of travel outside of Delhi at request of DDA, OPEs incurred would bereimbursed as per actuals, provided prior approval of competent authority has been obtained on the amount to be incurred.
- c) Selected agency will submit 1 invoice per month for the due payment during that month.

Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Documents to be submitted as a part of Technical Bid

1. Presentation in pdf format
2. Details of Applicant as per Annexure A
3. Turnover certificate for the years 2018-19, 2019-20, 2020-21 duly certified by CA
4. Completion Certificates/Satisfactory performance certificates
5. Duly filled format of affidavit that bidder is not blacklisted at Annexure B
6. Curriculum Vitae (CV) of Key personnel as per Annexure C
7. Industry Awards and accolades certificates
8. Copy of EMD as per Annexure D
9. Copy of Registration
10. Copy of GST Registration Certificate
11. Branch/Office documents as proof
12. Any other documents

Annexure A: Format for Details of Applicant

‘Selection of Professional Communications/social media agency for DELHI DEVELOPMENT AUTHORITY Please enter the information requested in the spaces provided. Applications from separate firms, or individuals sole applicants:

APPLIED FOR.....

I. Basic Information

1. APPLICANT DETAILS

Name of Firm making this application	Parent Company(if applicable)

2. CONTACT PERSON (for this application)

Name	
Organization	
Address	
Telephone	
Fax	
E-mail	

3. REGISTERED ADDRESS

4. YEARS IN BUSINESS AND COUNTRY OF REGISTRATION

Years of Establishment	Country of Registration

5. EXPERIENCE IN PROJECTS OF A SIMILAR NATURE

6. Registration Number of the Firm (attach copy of registration certificate)
7. GST Registration Number (attach copy)
8. Are you presently debarred/Black listed by any Government Department/Public Sector Undertaking/Any Employer? (If yes, please furnish details)

Certified that the above information is correct to the best of our knowledge and no relevant information is concealed. If at any time during or after the shortlisting, it is proved that the information furnished by us is wrong, DDA reserves the right to take necessary action against our firm as per applicable Laws/Rules of the land.

Signature of Authorized Representative of the Firm

Date

Name

Place

Designation

Tel. No.

Mobile No.

Email ID

Seal/Stamp of the Firm

Annexure B: Format for Affidavit Certifying that Entity/Director/s of Entity are not blacklisted or debarred

(On a Stamp Paper of relevant value)

Affidavit

I M/s(Sole Applicant (the name and addresses of the registered office) hereby certify and confirm that we or any of our Promoter/s Director/s are not debarred or blacklisted by any State Government or Central Government/ Department/ Agency/PSU in India from participating in Project/s, as on

.....
We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements

At any stage of the Shortlisting/Selection process
Dated

this.....Day of....., 201.....

Name of the Applicant

.....
..... Signature of the
Authorized Person

.....
..... Name of the Authorized
Person

Annexure C: Curriculum Vitae (CV) of Key Personnel

1. **Proposed Position** {only one candidate shall be nominated for each Position Expert]

2. **Name of Firm** [insert name of firm proposing the staff]

3. **Name of Staff** [insert full name]

4. **Date** _____ **of** _____ **Birth:**

___ Nationality _____

5. **Education** [Indicate College/University and other specialized education of staffmember, giving names of institutions, degrees obtained, and dates of obtainment]

6. **Total No. of years of experience:**

7. **Total No. of years with the firm:**

8. **Areas of expertise and no. of years of experience in this area (as required for the Profile**

mandatory _____

9. **Certifications** _____ **and** _____ **Trainings** _____ **attended:**

10. **Details of involvement in Projects** (only if involved in the same):

11. **Languages** [For each language indicate proficiency good, fair, or poor in speaking, reading, and writing]:

12. **Membership of Professional Associations:**

13. **Employment Record** [*Stating with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held*]:

From (Year): _____ To _____

(Year): Purchaser: _____

Positions held: _____

<p>14. Detailed Tasks Assigned</p> <p>[List all tasks to be performed under this assignment]</p>	<p>Relevant Work Undertaken that Best Illustrates the experience as required for the Role (Provide maximum of 6 citations of 10 lines each)</p> <p><i>(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under Scope of Work and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Locations: _____</p> <p>Purchaser: _____</p> <p>Main project features: _____</p> <p>_____</p> <p>Position held: _____</p> <p>Value of Project (approximate value or range value): _____</p> <p>Activities performed: _____</p> <p>_____</p>
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15. Certifications:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment, if engaged.

_____ Date:

 (Signature of staff members or authorized representative of the staff) Day/Month/Year

Full name of Authorised Representative: _____

Annexure-D

Form for Earnest Money Deposit (EMD)

<Location,
Date>To,
<Name>, <Designation>
<Address>
<Phone Nos.>; <Fax Nos.>
<email ID>

Whereas <<name of the bidder>> (hereinafter called ‘the Bidder’) has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called “the Bid”) to <DDA>

Known all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called “the Bank”) are bound unto the <DDA> (hereinafter called “the Purchaser”) in the sum of Rs.

<<Amount in figures>> (Rupees << Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid:
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

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

This guarantee will remain in force up to << insert date>> and including << extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid upto<<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before

<<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

CONTRACT AGREEMENT

This Agreement is made on this between _____ 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 managing all existing and future Public Relations and Social Media activities and Communication Campaigns of DDA vide work order no. _____ dated _____ 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 act 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 Cash Security/Bank Guarantee equal to 3% of the total contract value of the work/supply ordered.
3. That the services shall be in conformity 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 as the time is the essence of the contract. If the supplier fails to

deliver the services or any installment thereof within the period fixed for such deliveries, the DDA shall have the right to arrange the supply/services from elsewhere at 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.

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(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, Dy. 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 part or whole of security deposited, 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

Dy. Director (PR)

For an on behalf of Tenderer/selected Firm

Signature and Capacity with Seal