



DELHI DEVELOPMENT AUTHORITY
(A statutory Authority incorporated vide Delhi Development Act, 1957)
Vikas Sadan, INA New Delhi

National Competitive Bidding (NCB)

Appointment of an ICT Agency for
DDA's scanning services for e-Office work, records for NIC e-HRMS and other need based records

for
Delhi Development Authority (DDA), Ministry of Housing & Urban Affairs,
Government of India

Request for Qualification cum Request for Proposal

New Delhi, Date: __/__/2023

DELHI DEVELOPMENT AUTHORITY
(A statutory Authority incorporated vide Delhi Development Act, 1957)
NOTICE INVITING - REQUEST FOR QUALIFICATION (RFQ) - CUM -
REQUEST FOR PROPOSAL (RFP) Section 1 – DISCLAIMER

1. This RFP document is neither an agreement nor an offer by Delhi Development Authority, Government of India (hereinafter referred to as DDA) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP. Accordingly, all the bidders are requested to properly do their due-diligence and should submit their bid only after satisfying themselves in all respect with respect to the scope & quantum of work, capacity & capability of the bidder to complete the work within time & as per requirements, the working environment existing in the office of DDA and considering the profits etc.
2. DDA does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for DDA to consider particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by DDA in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. DDA will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DDA or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. DDA will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements in this RFP.

4. DDA will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that DDA is bound to select an Applicant or to appoint the Selected Applicant, as the case maybe, for the services and DDA reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. DDA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Agency alone shall have the overall responsibility to satisfactorily complete the entire project after taking all the required precautions & responsibilities to ensure that no loss or damage of whatsoever nature is caused to the records.
6. DDA reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/amended RFP will be made available on the website of DDA and GEM/CPP portal (URL mentioned in Data Sheet 1).
7. This RFP is only a request for submitting proposal and, therefore, unless an agreement in writing is executed by the DDA, no action of any nature, whatsoever, shall lie against it with respect to any error, omission, or anything contained, connected, touching, concerning or arising out of this RFP. However, it is clarified that this RFP and all its clauses, terms & conditions etc. shall deemed to form an integral part of the Agreement and shall be strictly binding upon the Agency.

SECTION 2: LETTER OF INVITATION

New Delhi, Date: __/__/2023

1. **Tender Scope:** E-tenders are invited for the Work as specified in the Data Sheet -1 at GeM/CPP Portal (url given in Data Sheet-1), as per the requirements described in Scope of Work given in Data Sheet 3. Name of the Client is as per Data Sheet-1.
2. **Main Objective:** The objective of this assignment is to seek services of an ICT Agency for providing paper scanning services for implementation of E-Office and e-HRMS in DDA
3. **Selection Criteria:** An ICT Agency will be selected as per Quality and Cost {Technically qualified, least Cost (L1)} Based Selection.
4. All agencies having capacity/expertise as per Data Sheet 1 are invited to participate in the RFP – cum – RFQ.
5. The RFQ - cum - RFP includes the following documents:

SECTION 1: Disclaimer	SECTION 4: Data Sheets
SECTION 2: Letter of Invitation	SECTION 5: Standard Forms
SECTION 3: Instructions to Applicants	

6. Request for clarifications / suggestions for change in the RFP conditions may be made before last date mentioned in the Data Sheet 1 through e -mail in Form R. The submissions (including requests for clarifications) may be addressed and sent to such officer at such address as per details given in the Data Sheet 1. All submissions / request for clarifications should be made by e-mail at the email – ID given in the Data Sheet-1.
7. All clarifications/ corrigenda will be published only on the website of GeM Portal and DDA website. The official website for accessing the information related to this RFQ is GeM/CPP Portal. Upon publication of clarification/ corrigenda on the website, the RFP document shall be deemed to be amended to the extent as per the replies provided in the said clarification / corrigenda.
8. Tentative schedule for selection process has been specified in the Data Sheet -1. Interested applicants are requested to submit their responses to the RFP at the address mentioned on GeM/CPPP on or before the last date.

Yours sincerely,

Dy. Director (Systems),
DELHI DEVELOPMENT AUTHORITY

SECTION 3: INSTRUCTIONS TO APPLICANTS

Introduction

1. The Client (herein called—DDA) proposes to select a Scanning Agency in accordance with the method of selection specified in this document. Applicants are advised that the selection of the Agency shall be on the basis of an evaluation by DDA through the selection process specified in this RFQ-cum-RFP (the —Selection Process). Applicants shall be deemed to have understood and agreed that no explanation or justification on / for any aspect of the Selection Process will be given and that DDA's decisions will be final.
2. Applicants are invited to submit Technical and Financial Proposals (collectively called as —the Proposal), in the formats as specified in Section -5 (Standard Forms), for the services required for the Assignment. The Applicant shall submit the Proposal in the form and manner specified in this RFQ—cum—RFP, in relevant sections herewith.
3. The Proposal will form the basis for grant of work order to the selected Agency. The Agency shall carry out the assignment in accordance with the Terms of Reference of this RFQ – cum - RFP (-the TOR).
4. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, 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 Proposal. The DDA is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to grant of work order, without thereby incurring any liability to the Applicants.
5. DDA requires that the Applicant hold DDA's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of DDA and the Project.
6. It is the DDA's policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the DDA:
 - (i) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing the work order in question;

- (ii) will blacklist and declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order or has in any manner tried to defeat DDA's interest.
 - (iii) Will forfeit the earnest money and/or security deposit.
7. Dispute Resolution: If prior to award of work, any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFQ - cum - RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above - mentioned dispute or difference arose, such dispute or difference shall be finally settled by Vice-Chairman (VC), DDA, whose decision shall be final.
8. The Applicant shall submit his proposal in Electronic form on the GEM/ CPP portal. The prospective agency is to submit EMD amount @2% of total cost of the project in favour of Delhi Development Authority. **Technical Proposal** and **Financial Proposal** shall be submitted only through GeM/ CPP Portal. A copy of the EMD submission proof shall be uploaded on GEM/ CPP portal.
***RTGS/NEFT should be made in the account of:
Sr. A.O. Cash Main, D.D.A having Account No. 1014042405
(IFSC Code CBIN0282695) with Central
Bank of India, Vikas Sadan, I.N.A. Branch,
New Delhi - 110 023***
9. Number of Proposals: No Applicant shall submit more than one Application.
10. Right to reject any or all Proposals:
- (i) Notwithstanding anything contained in this RFQ -cum-RFP, the DDA reserves the right to accept or reject any and all Proposal (s) and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 - (ii) Without prejudice to the generality of above, the DDA reserves the right to reject any Proposal if:
 - (a) At any time, a material misrepresentation is made or discovered,
or

- (b) The Applicant does not provide, within the time specified by the DDA, the supplemental information sought by the DDA for evaluation of the Proposal.

11. Disqualification

- (i) Any misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. The black listed or debarred agencies will summarily stand disqualified and their EMD shall be invoked forfeited.
- (ii) If such disqualification/ rejection occurs after the Proposals have been opened and the highest-ranking Applicant gets disqualified/ rejected, then the DDA reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the DDA, including annulment of the Selection Process.

12. Acknowledgement by Applicant: It shall be deemed that by submitting the Proposal, the Applicant has:

- (i) made a complete and careful examination of the RFQ - cum - RFP;
- (ii) received all relevant information requested from the DDA;
- (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ - cum - RFP or furnished by or on behalf of the DDA;
- (iv) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (v) acknowledged that it does not have a Conflict of Interest; and
- (vi) agreed to be bound by the undertaking provided by it under and in term hereof, and
- (vii) has properly and carefully done due-diligence so as to avoid any type of loss.
- (viii) has checked & taken care of all types of contingencies which may affect its working and/or affect the properly & timely execution/completion of the work in all respects and the Agency shall not be entitled to any type of loss or damages, whatsoever, whether on account of loss of profit, idle labour and machinery etc. nor shall same be ever paid or awarded to the Agency. However, any genuine loss substantiated and proved by the Agency through cogent evidence may be considered. The decision on any such genuine loss as may be taken by the Vice-Chairman, DDA shall be final and

binding and shall not be challengeable in the Arbitration proceedings.

13. The DDA and/ or its advisors/ consultants, officers, officials shall not be liable for any omission, mistake or error on the part of the applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ - cum- RFP or the Selection Process, including any error or mistake therein or in any information or data given by the DDA and/ or its consultant. Applicants are sincerely advised to cross-check and correct every information, data and statement etc. made in this RFP.

Clarification and amendment of RFQ - cum – RFP documents

15. Applicants may seek clarification on this RFQ - cum - RFP document, before the last date mentioned in the Data Sheet 1. Any request for clarification must be sent by standard electronic means (PDF or word file). DDA's e -mail is mentioned in the Data Sheet 1. The DDA will endeavour to respond to the queries prior to the Proposal Due Date. The DDA will post the reply to all such queries on its official website and GeM/ CPP portal only.
16. At any time before the submission of Proposals, the DDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ - cum - RFP documents by an amendment. All amendments/ corrigenda will be posted on the DDA's Official Website and GEM/ CPP Portal. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the DDA may at its discretion extend the Proposal Due Date.
However, no action or claim shall lie against DDA, even if no clarification or information is provided by it and the selections process shall not be annulled nor the date will be postponed for this reason. The bidder should submit its bid at its own understanding and risk & cost.

Pre-Bid Meeting

17. Date of Pre-Bid Meeting and venue is mentioned in the Data Sheet 1. Applicants willing to attend the pre-bid should inform DDA beforehand in writing through email. The maximum number of participants from an applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representative's attending the Pre-Bid

Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

18. Pre-Bid Meeting of the Applicants will be convened off -line at the designated date, time and place. During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the DDA. The DDA will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

Earnest Money Deposit

19. The prospective agency is to submit EMD amount @2% of total cost of the project in favour of Delhi Development Authority.

Disqualification to participate in the tender process

20. Any entity including an individual or a group of individuals which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
21. An Applicant should have, during the last 3 (three) years, (a) neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor (b) been expelled from any project or agreement but subjudice , nor (c) have had any agreement terminated for breach by such Applicant or its Associate but subjudice, nor (d) been expelled but subjudice from any project or agreement, nor (e) have had any agreement terminated for breach by such Applicant or its Associate but subjudice.. All blacklisted or debarred agencies summarily stand disqualified.

Preparation of proposal

22. Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ - cum - RFP. The DDA will evaluate only those Proposals that are received in the specified forms and complete in all respects.
23. In preparing their Proposal, Applicants are expected to thoroughly examine the RFQ cum - RFP Document.

24. Bid should be valid for the period mentioned in the Data Sheet 1.
25. The technical proposal should provide the documents as prescribed in Data Sheet 2 and Data Sheet 3 respectively. No information related to financial proposal should be provided in the technical proposal.
26. Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, DDA will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.
27. The Proposals must be digitally signed by the Authorized Representative as detailed below:
 - a. by the proprietor in case of a proprietary firm; or
 - b. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - c. by a duly authorized person under resolution of the Board, in case of a Limited Company or a Corporation;
28. Supplementary information –
 - a. Except as specifically provided in this RFQ - cum - RFP, no supplementary material will be entertained by the DDA, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet 1.
 - b. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.
 - c. For the avoidance of doubt, the DDA reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
29. Preparation of Financial proposal - While submitting the Financial Proposal, the Applicant shall ensure the following:
 - a. Applicants are expected to take into account the various requirements and conditions stipulated in this RFQ - cum - RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including all taxes associated with the Assignment.
 - b. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, fares, transportation, conveyance, equipment, printing of documents, secondary and primary data collection, etc.
 - c. The total amount indicated in the Financial Proposal 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 Proposal, it shall be considered non-responsive and liable to be rejected.
- d. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, shall be deemed to be included in the cost shown under different items of Financial Proposal.
 - e. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ - cum - RFP.
 - f. Applicants shall express the price of their services in Indian Rupees (INR) only.
30. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. No extra, additional, or further amount shall be paid by the DDA over & above the rates quoted by the bidders. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant.
 31. GST or any other tax, levy or Cess in respect of input for or output by this contract shall be paid by the Agency and DDA shall not entertain any claim whatsoever in this respect.

Submission, receipt and opening of proposals

32. The Proposal shall be submitted through GEM/CPP Portal, url mentioned in data sheet 1). The procedure for filing of e -tender is provided on the portal. The applicants are advised to familiarize themselves with the pro cess in advance to avoid any inconvenience at a later stage. Files uploaded on the portal should have file name in accordance to following format [form_name.applicant_name]. Applicant name should contain only first two words of its name.
33. The Authorized Representative of the Applicant should authenticate EMD Details, Pre - Qualification, Technical and Financial proposal using his digital signatures.
34. Authorized Representative's authorization should be confirmed by a resolution/power of attorney by the Board /competent authority accompanying the Proposal (Pre - Qualification Proposal).
35. Only Bids/ proposals submitted On -line on GEM/CPP portal shall be opened. No proposal shall be accepted after the closing time for submission of Proposals.

36. Documents to be submitted / uploaded in Technical Proposal are given in Data Sheet-3
37. After the deadline for submission of proposals, the EMD and (on line) Technical-Qualification Proposal shall be opened by the Tender Committee in presence of representatives of bidders who choose to be present in the bid opening process at the venue mentioned in Data Sheet 1. It will be evaluated by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP details containing the Financial Proposals shall remain sealed on the GEM/CPP portal at this stage. Similar will be the process for opening Financial Bids of bidders who qualify Technical qualification.
38. Preparation and submission of Financial Bids-
 - a. Schedule of price bid in the form of BoQ_XXXXX.xls
 - b. The Tenderers shall submit the financial bid as provided in BoQ_XXXXX.xls along with this tender document. Bidders are advised to download and quote rates and upload in the site at the respective location.
 - c. Quoted rates must be inclusive of GST, all taxes and duties applicable, and any other charges (if any).
 - d. However, all applicable deductions on account of taxes and duties etc., shall be made by DDA.
 - e. The Form for submission of Financial Bid is Form N and Breakup of Cost is to be provided in Form O.
39. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Financial Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
40. After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the DDA on any matter related to its proposal, it should do so through email at the address mentioned in the Data Sheet 1. Any effort by the firm to influence the DDA during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the Applicant's proposal.
41. Modification and Withdrawal of Bids: No bid shall be altered/modified after submission to the DDA. In case, the tenderer does not submit the Offer as per terms and conditions, and / or modifies and / or withdraws offer, the EMD shall be forfeited.

Proposal Evaluation

42. The technical evaluation as specified in this RFQ -cum-RFP will be carried out for all Applicants . Based on this technical evaluation, a list of technically qualified Applicants shall be prepared in the order of their merit. The Financial Proposals of technically qualified Applicant securing the minimum qualification marks will be opened.
43. Prior to evaluation of Proposals, the DDA will determine whether each Proposal is responsive to the requirements of the RFQ - cum - RFP at each evaluation stage as indicated below. The DDA may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

RFP Stage Technical Proposal

- (i) the Technical Proposal is received in the form specified in this RFQ -cum-RFP;
- (ii) it is accompanied by the Earnest Money Deposit as specified in this RFQ -cum- RFP;
- (iii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iv) it does not contain any condition or qualification; and
- (v) it is not non-responsive in terms hereof.

Financial Proposal

- (i) The Financial Proposal is received in the form specified in this RFQ cum RFP;
 - (ii) it is received by the Proposed Due Date including any extension thereof in terms hereof;
 - (iii) it does not contain any condition or qualification; and
 - (iv) It is not non-responsive in terms hereof.
44. The DDA reserves the right to reject any Proposal which is non - responsive or is a conditional proposal and no request for alteration, modification, substitution or withdrawal will be entertained by the DDA in respect of such Proposals. However, DDA reserves the right to seek clarifications or additional information from the Applicant during the evaluation process. The DDA will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below. Any type of rider to the proposal shall make the proposal void.
 45. **Technical Evaluation:**
 - a. The evaluation committee appointed by the DDA will carry out the evaluation of Technical Proposals [Form G] on the basis of the evaluation criteria specified in **Data Sheet 2**.

- b. On the basis of provisional evaluation of technical bids, the Committee constituted for the purpose of evaluation of the tenders, may find it necessary to visit the organizations where similar jobs done by tenderer and/or may confirm on phone the quality of performance and/or may visit tenderer's client premises/service Centre, where the such services are being provided by the Tenderer.
 - c. If required, the DDA may seek specific clarifications from any or all Agency (ies) at this stage. The DDA shall determine the technical evaluation (Qualified / not qualified) of the Agency after reviewing the clarifications provided by the Agency (ies). The evaluation committee shall determine the Agency (ies) that qualifies for the next phase on the basis of Minimum Qualifying Technical Score criteria specified in Data Sheet 1.
 - d. The Committee will short list the bids according to capabilities and skills of the tenderers as per Technical Evaluation Criteria and open the financial bids of only the short-listed tenderers who are found technically qualified.
46. **Financial Evaluation:** In this process, the financial proposal of the Agency declared qualified technically shall be opened by indicating the date and time set for opening of its Financial Proposal. The information of this date and time may be sent by registered letter, facsimile, or electronic mail.
47. The sum total of all costs (column (e) in Form N) shall be taken as the Financial Bid. The Applicant achieving minimum qualifying Technical criteria, and having the Lowest financial bid will be considered to be the successful Applicant and will be issued the work order (the Successful Applicant)

Grant of Work Order

48. After selection, a Work Order will be issued, in duplicate, by the DDA to the Successful Applicant and the Successful Applicant shall, within (seven) days of the receipt of the work order sign and return the duplicate copy of the work order in acknowledgement thereof. In the event, the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the DDA may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the DDA on account of failure of the Successful Applicant to acknowledge the work order.

49. Failure of the successful Bidder to agree with the Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DDA shall invoke the EMD and shall also invoke the PBG of the successful Bidder. Please also see related Clause 23 (iii) as above, and

Article 3: Clause (2): Consequences of Breach (Form-B) – Integrity Agreement.

50. Once the quotation of the Tenderer is accepted and the acceptance is communicated to the Tenderer (selected bidder) shall present itself in the office of the DDA and shall execute an agreement within 7 (seven) days, as per Form Q (Draft of Agreement).
51. Performance Security:
- a. The successful Bidder, for due and faithful performance of its obligations and as a pre-condition for signing of Advisory Agreement with DDA, shall be required to submit a demand draft of the amount equivalent to 5% of the tendered cost of the work (Total Fee as given in Financial Bid) as Security Deposit after adjusting the earnest money
 - b. In addition to above, the Successful bidder shall, prior to signing of Agreement and as a condition precedent to its entitlement to payment under this Work order, provide to the DDA, a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the successful bidder of its obligations under this Work order, in the form set out in this work order, in an amount equal 10% (Ten percent) of the total cost of Financial Proposal under this Assignment.
 - c. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Successful bidder is a non-resident, in compliance with applicable foreign exchange laws and regulations).
 - d. In the event the Successful Bidder is a joint venture consortium, the Performance Security may be provided by any Member; provided that such Performance Security shall mention the details of this Work order and the other Members.
 - e. Performance Bank Guarantee shall be in form of an unconditional Bank Guarantee enforceable at any time and substantially in the form annexed with the work order (Form P).

- f. For the successful bidder the PBG as well as Security Deposit shall be kept for a period of 38 months (3 years plus 2 months beyond lapse of engagement).
52. The Performance Bank Guarantee (PBG) will be invoked by DDA, in case the performance of the vendor is not found satisfactory during the period of Work.
53. The tenderer will not sub-let / sub-contract in part, or in full after getting the Assignment / Award of Work. In the event of tenderer sub - letting the work / sub - contracting in part or full after the Award of the Work, the tenderer shall be considered to have thereby committed a breach of agreement and DDA shall forfeit the Performance Security Deposit and invoke the Performance Bank Guarantee. The tenderer shall have no claim, whatsoever, for any compensation or any loss on this account.

Signing of Contract

54. Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre -bid clarifications and the Proposal of the Bidder, between the DDA and the successful Bidder. This RFP and all its clauses, terms & conditions, clarifications shall constitute an integral part of the Contract and shall always be binding upon the Agency in all respects.

Grievance Redressal

55. If the Tenderer finds any hindrance in the start of the services resulting in and necessitating an extension of time allowed in the tender, the tenderer shall apply in writing to Vice-Chairman, DDA or Nodal Officer authorized by Vice-Chairman, DDA, for grant of extension of time.
56. The extension can be granted by the Vice-Chairman, DDA or Nodal Officer authorized by Vice-Chairman, DDA, in their absolute discretion and if the cause shown is genuine and sufficient.

If for any reason the work is not started or could not be started, the Agency shall immediately issue a notice in writing intimating the same to Nodal Officer and the Vice-Chairman, DDA. Under all circumstances the Agency shall take all possible precautions to mitigate the losses and damages and shall always ensure that minimum loss/damage is caused to the DDA under all the circumstances.

Payment terms

57. The payment terms of the service charges as well as other charges quoted by the successful bidder shall be as per Data Sheet 4.

Confidentiality

58. Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been given the work order.
59. It is specifically clarified that all the records of DDA are quite confidential and the Agency shall always ensure that under no circumstances any of the file and/or page is shared with any unauthorized person.

Fraud and corrupt practices

60. The Applicants and their respective officers, employees, agents and advisers, partners, directors, stake-holders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ - cum - RFP, the DDA will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the –Prohibited Practices) in the Selection Process. In such an event, the DDA will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, 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 RFQ - cum - RFP, including consideration and evaluation of such Applicant's Proposal.

Without prejudice to the rights of the DDA under this Clause, hereinabove and the rights and remedies which the DDA may have under the WORK ORDER or the Agreement, if an Applicant or Agency, 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 practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the WORK ORDER or the execution of the Agreement, such Applicant or Agency

shall not be eligible to participate in any tender or RFQ - cum - RFP issued by the DDA during a period of 2 (two) years from the date such Applicant or ICT Agency, as the case may be, is found by the DDA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

61. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them. This shall be in addition to any other meaning(s) specified in any law or judgment:

(a) **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

(ii) 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 work order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DDA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process;

(iii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the work order 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 work order 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:

(b) **fraudulent practice** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

(c) **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;

(d) **Undesirable practice** means

(i) establishing contact with any person connected with or employed or engaged by the 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;

(e) 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.

Termination of Contract by DDA

62. If the DDA, for any reason, whatsoever decides to terminate the contract, a written notice of termination to the Bidder shall be given with a notice period of 3 months as per provision of Tender and Fees for the work done approved till the time of termination, shall be made as mutually decided between DDA and the Bidder.

Termination for Default

63. Default is said to have occurred
- (a) If the selected Bidder fails to accept the Work Orders
 - (b) If the selected Bidder fails to deliver any or all of the services within the time period(s) specified in the Work Order or during any extension thereof granted by the DDA.
 - (c) If the selected Bidder fails to perform any other material obligation(s) under the contract.
 - (d) If the selected bidder fails to maintain the secrecy.
 - (e) If the selected bidder in any manner causes any type of loss or damage to the record.
 - (f) If the selected bidder fails to execute the work in time and/or in accordance with the requirements of the DDA.
 - (g) It is clarified that DDA needs the record on urgent basis and any delay in scanning or holding the record can cause huge losses to the DDA, therefore, the Agency shall always ensure that the scanning is done on prompt basis so as to avoid any type of delay, loss or embarrassment to the DDA or its officers etc.
64. If the selected Bidder defaults in the above circumstances, a cure period of 30 days will be given to the selected Bidder to rectify the default, failing which the selection against this tender will be cancelled and 8.5% of the Work order value will be levied as cancellation charges. DDA can get the work done through alternate sources with the difference in the cost

of getting the work done to be borne by the successful bidder with capping of maximum 10% of the value of the goods/services for which alternative option is sorted to. In the event of termination of contract the security deposit and PBG shall stand forfeited.

65. The Contract to be executed with the tenderer (selected agency) may be terminated by DDA for non-performance of any of the clauses of the contract and/or for violation for any terms and conditions of the contract by the tenderer, after serving a prior notice of one month on the registered address of the tenderer or through registered email address of the tenderer.
66. If the contract is terminated due to non-performance, under-performance, inferior- performance, defective-performance, non-submission of deliverables within prescribed time schedule, inferior quality of reports, non-compliance to instructions, fraudulent practices, corrupt practices and misrepresentation, then fee for that work will not be paid and the Security Deposit & Performance Security (PBG) deposited by Bidder will be forfeited.
67. If the contract is terminated due to violation of terms and conditions the Security Deposit and Performance Bank Guarantee will be forfeited.

Penalties

68. In case the Bidder fails to execute the work in accordance with the requirements mentioned in this RFP & Contract or violates any of the terms & conditions thereof or fails to adhere to the time frame for starting the work as per the schedule, or any unjustified and unacceptable delay beyond the delivery, installation and commissioning schedule as per contract, will render the bidder liable for penalty or liquidity damages as per the rate as mentioned in the "Data Sheet 5: Service Level Agreement". Measurement of Service Level Agreement (SLA)
 - i) The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. **All SLA calculations will be done on bi-monthly basis.** The SLA also specifies the liquidated damages for lower performance and breach conditions.
 - ii) Payment to the Successful Bidder is linked to the compliance with the SLA metrics.
 - iii) The aforementioned SLA parameters shall be measured per the individual SLA parameter requirements and measurement methods,

through appropriate SLA Measurement tools to be provided by the agency and audited by the DDA or its appointed Consultant for accuracy and reliability.

- iv) DDA shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit / revision of the SLA parameters. The SLAs defined, shall be reviewed by the Authority on an annual basis after consulting the Selected Bidder and other experts. All the changes would be made by the DDA after consultation with the Selected Bidder and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.
- v) Total liquidated damages to be levied on the Selected Bidder shall be capped at 10% of the total contract value. However, DDA would have right to invoke termination of the contract in case the overall liquidated damages equals 10% of total contract value.

69. The Service Level Agreements (SLAs):

- a. The Selected Bidder shall accomplish the scope of work under this Agreement as per the Timelines and as per the Service Level Agreements (Data Sheet 6). If the Selected Bidder fails to achieve the Timelines due to reasons attributable to it, or if it fails to achieve the Service Levels (in the SLAs) for any reason whatsoever, the Systems Integrator shall be liable to pay penalty/liquidated damages as mentioned in the tender.
- b. In case the Selected Bidder is not solely liable for the breach of Timelines, amount of liquidated damages shall be deducted on proportionate / pro rata basis depending upon the Systems Integrator's extent of fault in such breach of Timelines.
- c. DDA shall have the right to determine such extent of fault and liquidated damages in consultation with Selected Bidder. Payment of liquidated damages shall not be the sole and exclusive remedies available to DDA and the Selected Bidder shall not be relieved from any obligations by virtue of payment of such liquidated damages. The liquidated damages will be capped as mentioned in Tender.
- d. Any additional personnel required for managing the operations (as directed by DDA with due notice of 2 months) shall be provided at the same cost as indicated in this financial quote.

Liquidity Damages

70. In the event that
- i) The Selected Bidder does not perform as per the terms & conditions of the Agreement, or if does not provide or procure fulfilment of any or all of the conditions precedent set forth in the RFP-RFQ tender, and
 - ii) the delay has not occurred as a result of breach of this Contract by the DDA or due to Force Majeure,

the Selected bidder shall pay to the DDA, damages in an amount calculated at the rate of 0.5% (zero point five per cent) of the Performance Bank Guarantee for each week (part of a week being treated as a full week) of delay, up to a maximum deduction of 10% (Ten percent) of the total contract price until the fulfilment of such conditions precedent.

Miscellaneous

71. The decision of the Vice-Chairman (VC), DDA with respect to any of the matters pertaining to the RFP-RFQ tender or the agreement or arising there from shall be final and binding, and shall not be called in question in any proceedings or at any forum whatsoever.
72. All procedure for the purchase of stores laid down in GFR 2017 (as amended from time to time) shall be adhered-to strictly by the DDA and Bidders are bound to respect the same.
73. DDA / Evaluation Committee may independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
74. The DDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a. Suspend and/or cancel the Selection Process and/or amend and/or supplement the selection process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Applicant in order to receive clarification or further information;
 - c. retain any information and/or evidence submitted to the DDA by, on behalf of and/or in relation to any Applicant; and/or
 - d. reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
 - e. Call for all or any record from the Agency.
75. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the DDA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any

obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

76. All documents and other information provided by DDA or submitted by an Applicant to DDA shall remain or become the property of DDA. Applicants and the ICT Agency, as the case may be, are to treat all information as strictly confidential. DDA will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Applicant to DDA in relation to the assignment shall be the property of DDA.
77. The DDA reserves the right to make inquiries with any of the Applicants about their previous experience record.

Important Note

78. Tender documents consisting of eligibility criteria, scope of work, and other details to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents may be downloaded from GeM/CPP Portal (url mentioned in Data Sheet 1) free of cost.
79. Intending agencies/tenderers need to register themselves on the GEM/CPP portal. Aspiring Tenderers who have not enrolled/registered on GeM/CPP should enroll/register before participating through the GEM/CPP website.
80. Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the GEM website/ CPP portal.
81. Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender bids will not be accepted.
82. Bidders will be required to submit "Integrity Pacts" on Rs. 100 non-judicial stamp paper in two original copies.

83.

Instructions for Online Bid Submission

84. Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
85. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.

86. If there are any clarifications, this may be routed through GeM/ CPP Portal. Bidder should take into account the corrigendum published before submitting the bids online.
87. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
88. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in .PDF/.xls/.rar formats or as applicable for acceptance on GEM/ CPP portal. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option.
89. If there are any clarifications, this may be obtained through the GeM/ CPP portal, or during the pre - bid meeting, if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids. In case, no clarification is given by the DDA, the bidder should submit his bid at his own risk & cost, and shall be stopped from making any claim on that account at any later stage. No such claim at any later stage shall be admitted.
90. The Bidders can update well in advance, the documents such as certificates, annual report details etc.as per GeM/ CPP guidelines.
91. Bidder should submit the EMD as specified in the tender. In case, bidder intends to submit EMD through Demand Draft, the original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
92. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
93. The details of payments made through RTGS/NEFT should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
94. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any

exception and have understood the entire document and are clear about the requirements of the tender requirements.

95. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
96. If the price bid format is provided in a spread sheet file like BoQ_xx xx.xls (XXXX - ...), the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
97. The bidders are requested to submit the bids through GeM/CPP portal only. The Tender Inviting Authority(TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
98. After the bid submission in the GeM/CPP portal, the acknowledgement number generated by the system, if any, should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
99. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. In addition, for any further queries, the bidders may refer support details available at:
 1. For GeM: <https://gem.gov.in/contactUs>
 2. For CPPP: <https://eprocure.gov.in/eprocure/app?page=FrontEndContactUs&service=page>

Applicable Law

100. The Tender and selection process shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
101. the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

Modifications in RFP

102. DDA reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. DDA will not be under obligation to give clarifications for doing the aforementioned and no action for any type of damage or loss shall be brought against the DDA nor shall any of the bidders/interested person shall be entitled to any type of loss or damage on this account.

103. DDA also reserves the right to modify/relax any of the terms & conditions of the tender by declaring / publishing such amendments in a manner that all prospective bidders / parties to be kept informed about it.

DDA Scanning RFP 2023

SECTION 4 – DATA SHEETS
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Data Sheet	6	Section 5: Standard Forms

DDA Scanning RFP 2023

DATA SHEET 1

Subject : Appointment of an ICT Agency for DDA's scanning services for e-Office work, records for NIC e-HRMS and other need based records

1. Important Information / data

S. No.	Section	Clause / para	Subject	Data
1.	1	6	URL of DDA website	http:// www.dda.org.in
2.	1	6	URL of GEM Portal URL of CPP Portal	https://gem.gov.in https://eprocure.gov.in/
3.	2	1	Name of the work	E-tenders are invited for the Work as specified in the Data Sheet -1 as subject at GeM (GEM)/CPP Portal (url given in Data Sheet-1), as per the requirements described in Scope of Work given in Data Sheet 3. Name of the Client is as per Data Sheet-1.
4.	2	1	Name of the Client	Delhi Development Authority, MoHUA, Government of India
5.	2	4	Expertise required from the Agency	Should have Essential Knowledge and Expertise, Experience of having worked in the area of scanning, Other details may be referred in eligibility condition and technical bid etc..
6.	2 3	6 45	Officer to whom Bid should be addressed / all correspondences should be made	Dr. J. K. Pandey, Dy. Director (Systems), First Floor, B-Block, Delhi Development Authority, Vikas Sadan, New Delhi 110 023. Tel : 011- 24661110 Email:ddsystems3@dda.org.in
7	3	42	Venue for opening of Bids	-same as above-
8	3	19	Account details for RTGS	RTGS/NEFT should be made in the account of Sr. A.O. Cash Main, D.D.A having Account No. 1014042405(IFSC Code CBIN0282695) with Central Bank of India, Vikas Sadan, I.N.A. Branch, New Delhi - 110 023
10	3	20(i)	BG / DD to be made in favour of	Delhi Development Authority, New Delhi, payable at New Delhi
11	3	21	Exemption to MSME	as per GeM/CPP guidelines
12	3	21	Exemption to Start-ups	as per GeM/CPP guidelines
13	3	28	Bid validity period	as per GeM/CPP guidelines
14	2	6	Selection Criteria	Technically Qualified and L1 in financial bid.

15	Data Sheet 2	2(12)	Minimum Turnover required from scanning and Digitization services /	85.46 lakhs each during last three years 2020-2021, 2021-2022 and 2022-23
16	Data Sheet 2	2(12) 2(8)	Turnover/ Net worth requirement for three years for period ending	31.03.2023
17	Data Sheet 2	2(13)	Projects done during last 3 years, numbers and amounts required	(a) One SCANNING Project of Value >= INR 136.74 lacs OR Two SCANNING Projects of Value each >= INR 85.46 lacs OR Three SCANNING Projects of value each >= INR 68.37 Lakh
18	Data Sheet 2	2(14)	Government PSU or large organization Projects done during last 3 years, numbers and amounts required	(a) One Project of Value >= INR 85.46 lakhs OR Two SCANNING Projects of Value each >= INR 51.27 Lakh OR Three scanning Projects of value each >= INR 34.18 Lakh
19	Data Sheet 5	20	Project Duration	3 year

2. Important Dates/ Tentative schedule for selection process:

1)	Release of this RFP (available on DDA Website and GeM/ CPP portal)	(DD/MM/YYYY)=T
2)	Bid Submission Start date	T+0
3)	Last Date for submission of bids [2 bids: Technical (T) and Financial/ Commercial (C)]	T+21
4)	Opening of Technical-Qualification (TQ) Bid	T+22
5)	Opening of Financial/ Commercial Bid (C)	Will be intimated to successfully Technically Qualified bidders

DATA SHEET 2

Technical Qualification Bid Information and Parameters

Eligibility Guidelines:

1. The proposal can be submitted by an individual organization. Consortium are not allowed.
 - i. The single vendor will be designated as 'Bidder' or 'Vendor' or 'Agency' for the remainder of this document.
 - ii. The bidder can not provide project citations/ certifications of their group companies.
 - iii. The bidder should have the necessary legal registrations/ certifications/ clearances required for providing the services in scope of this RFP.
 - iv. Bidder should meet the requirements of parameters mentioned in next para below.

2. Technical-qualification parameters and Documents to be submitted in Technical bid

The Tenderers shall furnish all the required documents as given in the Compliance Sheet below.

Technical Qualification 1 - COMPLIANCE SHEET :-

S No	Parameter	Documents to be Submitted	Page No of the bid
(1)	Bidder / Consortium Partners should not be an entity which has been black-listed by India Government / any State Government / Local Body / any other government institution for any fraudulent activities as on the bid submission date	Declaration in Form A	
(2)	Covering Letter for Technical Proposal and undertaking on total responsibility	Covering letter as Form A. To be signed in original by the authorised representative	

(3)	In case of Consortium, documentary proof and details of members	Not applicable as Consortium are not allowed for this bid.	
(4)	The Prime Bidder has to be a Company / entity registered under the Companies Act of India, 1956 / The Partnership Act 1932 / Limited Liability Partnership Act, 2008 and should have been in existence for at least three years as on 31 March 2020.	(1) Certificate of Incorporation (2) Any documentary proof indicating that the prime bidder is in the business of SCANNING. (3) In case of Company, details of the Directors & shareholders and in case of partnership firms, details of all the partners with registered partnership deed. Adhaar Card of all the Directors, shareholders, partners shall also be filed.	
(5)	The prime bidder should have valid (non expired) ISO 9001: 2000 certification or equivalent in ICT related area as on date of submission of the bid.	Relevant Certificates with clearly mentioned details of expiry and organization name	
(6)	The Sole Bidder should be registered with the Indian Service Tax department and carry a valid PAN. Also they should be registered with relevant regulatory authorities.	a. Copy of PAN b. Goods and Service Tax (GST) Registration c. EPF Registration d. ESI Registration In respect of each member of consortium.	
(7)	The bidder should have a presence in Delhi/NCR to qualify. .	Any Address Proof or Self Declaration <u>or</u> to give an undertaking of opening a local service support Centre after Award of the Work/Contract in Form A.	
(8)	Net worth of Bidder Company (Sole bidder / Lead member) must be Positive in last three years (period ending as mentioned in datasheet 1) as per the audited Balance Sheet. For the purposes of this RFP, "Net Worth" mean the aggregate value of the paid-up share	Chartered Accountant Certificate as per Form C	

	capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited standalone balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.		
(9)	Authorisation	The bidders should submit <ol style="list-style-type: none"> 1. Board resolution (attested by statutory auditor / Company Secretary clearly mentioning the registration number) along with 2. power of attorney (In case Power of Attorney is submitted in copy the same should be attested by the statutory auditor / Company Secretary clearly mentioning the registration number) for authorizing the signatory[Form D] 	
(10)	Proof of depositing EMD/Tender Annual Charges of requisite amount as applicable	Copy of RTGS/ NEFT acknowledgement Or Copy of BG or DD [Form E]	
(11)	The Tenderer (Sole bidder) should have annual turnover of more than such amount as mentioned in datasheet 1 from Scanning and related projects for each of the last three Financial Years ending on such date as mentioned in data sheet 1.	<ol style="list-style-type: none"> A. Copy of the Audited profit and loss statement/ balance sheet/ annual report for last 3 years financial years ending date mentioned in data sheet 1, attested by Auditor / Company Secretary clearly mentioning the registration number. B. Certificate from Statutory Auditor/Company Secretary 	

		<p>(mentioning the registration number) confirming the annual turnover for last 3 financial years ending date mentioned in data sheet 1 from each of the bidder in Form C.</p> <p>C. In case the bidder submits an unaudited financial result, a copy of the "Limited Review report" of financial results, prepared by the statutory auditor of the firm shall also be submitted.</p>	
(12)	The Tenderer should be in the business of providing scanning and digitization for at least last 3 years. He should have executed/operationalized such number of relevant projects in last 3 years, as of Bid submission date as mentioned in datasheet 1.	<ol style="list-style-type: none"> 1. Details of work in Form F 2. Work Orders confirming area and year of activity. 3. Work Completion certificate 	
(13)	Bidder must have successfully carried out the job of scanning and digitization with satisfactory services, for Government(or its Autonomous/PSU/Subordinate organization/Local Bodies) or Private Corporate having Annual Turnover of more than INR 10 Cr.-as total solution provider-during last five years, as on the date of submission of Bids, in India, such number of projects as mentioned in Data sheet 1.	<ol style="list-style-type: none"> 1. Details of work in Form F 2. Work Orders confirming area and year of activity. 3. Work Completion certificate 	

DATA SHEET 3

SCOPE OF WORK

1. DDA has operationalized the e-Office a digital Workflow office product solution from National Informatics Centre (NIC) for (a) establishing a paperless environment in its office, and (b) transforming the existing manual, paper driven processes in to electronic workflow.
2. Further, DDA proposes to implement NIC's E-HRMS application for the purpose of digitizing the service records and conducting HR processes in an on-line mode.
3. Further, DDA at its reception counters (called R&I) in Vikas Sadan and Vikas Minar receives paper dak / applications (through hand delivery / india-post / speed-post). These paper dak is required to be uploaded in e-office and marked (electronically) to the recipient officer on e-office.
4. To in order to implement these software applications, DDA needs services of an agency which is required to do the following activities:-
 - a. scan and digitize the paper records (in form of paper files and service books)
 - b. create E-file in e-office application after scanning and uploading on e-office
 - c. Create e-service book in e-HRMS application after scanning and uploading in EHRMS software.
 - d. Extract data from the service books and do structured data-entry of service book data as specified in Datasheet 6 in order to create e-service book in the e-HRMS application. This may require entry of hand written content in the service book.
 - e. Data Entry of Bank & Branch Scrolls in Bhoomi / Aawas Software
 - f. Data Entry of Challans in Bhoomi Aawas Software.
 - g. All PDF files as far as possible shall be made in searchable mode.
5. The service agency will be required to set-up scan desks at the reception counters (R&I desks) for scanning the dak and uploading it in e-office on daily basis.
6. The physical files and service books will be returned to the DDA Record-keeper incharge with proper MIS and handing over/ taking over process to prevent loss of records.
7. The daily dak received will be handed over to DDA's Record Keeper incharge with proper MIS and handing over/ taking over process to prevent loss of records.
8. Following shall be the process for carrying out the scanning and cleaning of documents for uploading in E-office:-

- a. The DDA officials/user department shall request for creation of file in E-office.
 - b. The tenderer/data entry agency shall receive the original files in paper format from DDA officials and scrutinize the documents contained therein. (and issue receipt thereof to the person delivering).
 - c. The correspondence sheets and noting sheets of file have to be scanned separately. It may be noted that the file noting is written on both sides of the paper and the correspondences too sometimes are printed on both sides of the paper.
 - d. Once the documents are scanned, the tenderer shall clean the scanned images in the best possible form so as to get a good readable quality image of the documents. Orientation of the scanned image should also be corrected so that electronically it is easily readable. The pdf file so created should have the scanned image(s) in the correct sequence and as far as possible shall be in searchable mode
 - e. In case the document is not of the required quality for the satisfaction of the user than the same shall be re-scanned by the tenderer at no extra cost;
 - f. After scanning is carried out a file shall be created in E-office and scanned copy of the respective noting sheets and correspondence sheets shall be attached in the E-office file.
 - g. The E-office file, complete in all respects shall be then forwarded to the originating user department in DDA. Concerned department can access and carry out further processing on the file.
 - h. Daily MIS report of work shall be generated and handed over to the Record Keeper.
9. Removal of the tags, all-pins, staple pins etc. as may be required for work shall be carried out by the tenderer. After completing the scanning, documents have to be placed back in the same file by tenderer in the original sequence duly tagged and stapled.
10. Scope of work includes and starts from the point when the files and pages are handed over to Agency for scanning and ends only when the same are handed back by the Agency against proper receipt. Till the time the file and pages remained with the Agency, it alone shall be responsible for the safe custody thereof and no extra payment shall be made therefor.
11. Agency alone shall be responsible for the safe custody of all the files and pages given to it for scanning.
12. Wherever a document / paper is mutilated or has become damaged, etc., the tenderer shall take special care to protect the documents in the process of scanning and place the same back into the file duly intact;

13. The tenderer shall maintain number of noting sheets and correspondence pages received in each file, number of noting sheet / correspondence pages scanned from each file; After scanning / digitization, the paper-file will be restored to its original form by the agency. The agency will check and scrutinize the papers to ensure no loss / mixing of papers from the file.
14. Files are required to be untagged for scanning and after scanning the files are to be tagged in the same sequence as was before making it untagged. Thus tagging, untagging, scanning etc. all are parts of this scope of work.
15. In case any preservation of mutilated/damaged document is required, the Agency, with the approval of DDA Nodal officer, will do appropriate preservation (such as storing in polythene cover) to prevent it from further damage before restoring the file. (agency will be paid preservation charges for the same).
16. After completion of the process on the File Cover, following rubber stamp shall be affixed and details entered.

DDA E-File Created on _____ E-File No _____

17. At the end of the day, all files (whose scanning has been completed and converted in e-file) will be handed over to the DDA's Record Keeper of the concerned Department.
18. Following shall be the process for carrying out the scanning and cleaning of Service Book for uploading in E-HRMS:-
 - a. The DDA officials/user department shall request for creation of e-Service books.
 - b. The tenderer/data entry agency shall receive the original Service Books in register format from DDA officials and scrutinize pages contained therein. (and issue receipt thereof to the person delivering).
 - c. The Title sheets [Bio-data and Certificates and attestation] and Service entry sheets of file have to be scanned separately. In case of loose sheets in the service book, the same have to be scanned separately. Blank sheets of the service book will not be scanned.
 - d. Once the documents are scanned, the tenderer shall clean the scanned images in the best possible form so as to get a good readable quality image of the documents. In case the document is not of the required quality for the satisfaction of the user than the same shall be re-scanned by the tenderer at no extra cost;

- e. After scanning is carried out a Service file shall be created in E-HRMS and scanned copy of the respective title sheets and service entry sheets shall be attached in the E-Service file.
 - f. Data Entry of fields in the E-HRMS application will be carried out by the agency by extracting / reading information from the service book.
 - g. The E-Service file, complete in all respects shall be then Saved in E-HRMS.
 - h. Daily MIS report of work shall be generated and handed over to the Record Keeper.
19. Service Books are in a bound register formats. The Agency will have to deploy appropriate kind of overhead scanner to be able to scan such service books.
20. After completion of the process, the Agency will create e-service book in the E-HRMS application and put a rubber stamp on the Face of the Service Book indicating –

<p>DDA E-Service Book Created on _____ E-Service Book No _____</p>
--

21. At the end of the day, all Service (whose scanning has been completed and converted in eservice book) will be handed over to the DDA's Record Keeper of the HR Department.
22. The Agency will deploy a Quality Check team to do QC of data-entry work so as to ensure that the data-entry of service book data is correct and complete.
23. Following shall be the process for carrying out the scanning and cleaning of dak for uploading in E-office:-
- a. The Dak at the R&I counters will be received the agency personnel.
 - b. The tenderer/data entry agency shall receive the original dak in paper format from the person delivering and scrutinize the documents contained therein and issue receipt thereof to the person delivering. In case of peon delivering the dak, the receipt is given by signing and stamping in the peon book.
 - c. The dak will be carefully scanned with all the attachments. (both sides, if needed)
 - d. Once the documents are scanned, the tenderer shall clean the scanned images in the best possible form so as to get a good readable quality image of the documents. Orientation of the scanned image

should also be corrected so that electronically it is easily readable. The pdf file so created should have the scanned image(s) in the correct sequence.

- e. In case the document is not of the required quality for the satisfaction of the user than the same shall be re-scanned by the tenderer at no extra cost;
 - f. After scanning is carried out an e-receipt shall be created in E-office and scanned copy of the respective document shall be attached in the E-receipt. In the said Ereceipt, the Operator will have to data enter, name of the sender and subject of the dak. Thereafter, he will enter / select the recipient and electronically create and send the dak to the recipient.
24. Removal of the tags, all-pins, staple pins etc. as may be required for work shall be carried out by the tenderer. After completing the scanning, documents have to be restored in the original by tenderer in the original sequence duly tagged and stapled. The agency will check and scrutinize the papers to ensure no loss / mixing of papers in the dak received.
25. After completion of the process, the Agency will put a rubber stamp on the Face of the Dak indicating –

DDA E-receipt Created on _____ E-receipt No _____

26. At the End of the day, all paper dak received and scanned will be compiled in a paper file titled “DAK Received/ Scanned on _____” (herein after referred to as day’s file). MIS report of the e-receipts can be generated from the e-office application. This MIS will be printed and placed on the top of the paper file. The day’s file will thereafter be page-numbered in sequential manner (by hand or by counter stamp).
27. The Agency operator will scrutinize the MIS report, and dak(s) placed in the day’s file to ensure all the receipts (as per MIS) have been placed in the file. Page number of each dak will be manually written on the MIS sheet for easy reference. Thereafter he will carefully tag the entire-file so that no document slip out. Thereafter, this file will be handed over to the DDA’s Record keeper for safe custody.
28. To execute the work DDA shall provide the Agency with the office space required for putting up the machinery and setting up a counter. The said office space shall be provided on As Is Where Is Basis and Agency shall not claim any other facility / amenity except for the internet and electricity connection nor shall it ever raise any claim on the said space. The Agency

- shall immediately on the completion of work period or on termination / determination of the Agreement vacate the said office space without any sort of claim or demurer and shall remove all its belonging failing which the DDA shall remove the same without any notice and liability and for the purpose it may use reasonable force as well. Office space to be provided is liable to be shifted at any time and Agency shall not raise any sort of claim on that account.
29. DDA shall provide the tenderer with office space at concerned departments, electricity and internet connectivity only. File Covers, tags and rubber stamps will also be provided by DDA. Any other requirements for carrying out the work and day-to-day operations shall be met by the Agency itself.
 30. Requisite hardware like computers, scanner, UPS, printer, and any other devices required for completion of task shall be provided by the tenderer. The tenderer shall also provide overhead scanner(for A3 size pages) for purpose of book/service book scanning and it shall also ensure that proper machinery is made available for scanning the pages, plans, maps etc. bigger in size.
 31. Tenderer shall submit daily work progress report to authorized DDA official at the end of each day.
 32. The average volume of files to be scanned is approximately 3,00,000(Three Lakh) with average 50(Fifty) pages each. Thus, total number of pages shall not exceed 1,50,00,000 (One Crore and fifty Lakhs). However, a deviation of 25% is permissible in this regard.
 33. It is estimated that out of the total volume of pages to be scanned, A3 size pages shall approximately be 3,00,000 in numbers (three lacs). A0, A1, A2 pages (collectively) shall be 50,000 in numbers (fifty thousand). Rest of the pages shall be of Letter, A4 and Legal size. A deviation of 25% is permissible in each category as well as collectively.
 34. It is clarified that quantum of work mentioned in this RFP is only indicative and approximate in number. The final number of files and pages to be scanned shall be made known only at the time of scanning. Accordingly, the agency shall prepare proper record mentioning clearly the number of files and pages scanned by it and as soon as it seems to the agency that it about to reach the approximate number of pages and files mentioned in this RFP it shall immediately notify the same in writing to the DDA preferably within 15 days in advance so that decision on giving further files and pages and any required instructions could be given to the agency in time.
 35. It is clarified that unless the aforesaid intimation in writing of scanning the aforesaid approximate number of files & pages is given by the agency, DDA shall always presume that the scope of work has not been achieved and no

extra payment shall be made for any extra work done by the agency without given intimation as aforesaid. Any post-dated intimation shall be considered under any circumstances nor shall it be binding on DDA.

36. Scanning of Service Books of DDA Employees : A total of 1500 service books of DDA Employees shall be scanned and converted to format supported by eHRMS software of NIC and Verification for each service book. Each service book of an employee is a hardbound booklet of 150 pages (Actual filled pages will approximately be 50).
37. A deviation of 25% is permissible in the total scope of work at the same rates, terms and conditions.
38. Care should be taken to preserve the original service booklet while creating the scan copy. Accordingly necessary scanners should be deployed. The original service book shall remain intact.
39. Number of Service Desk to be operationalized (minimum) -
 - a. For scanning of Files and creating e-files : 2 [for 1 year] ; thereafter as per requirement to cater to the workload.
 - b. For Scanning of Service Books and creating e-service Book : 2 [For 1 year]; thereafter as per requirement to cater to the workload
 - c. For scanning of dak and generating e-receipt : 4 in Vikas Sadan and 2 in Vikas Minar [for the period of contract]
40. The Number of Service Desk mentioned above are minimum stipulated. Depending on workload, the Agency may be required to increase the number of service desks to meet the load.
41. The Agency shall ensure availability of working Machines and staff for providing the services on all working days, during office hours at the premises if DDA.
42. Scanning Specifications-
 - a. Regular Text 100 dpi Black and white (B/W)
 - b. Text with images – 300 dpi greyscale
 - c. Very damaged / tarnished / clouded 450 dpi Black and white (B/W)
 - d. Documents with colour photographs 600 dpi in colour
 - e. Output format – pdf
 - f. Max size for uploading complete service book – 80MB
 - g. Max size for uploading part of service book – 5 Mb per part (max 8 part)
43. The accounts department Receives, on a daily basis, from the Banks (in which citizen make payments to DDA through Challans), Challans deposited in the day along with a Bank scroll of such Challans.

44. The Accounts department will provide to the agency, challans and scrolls in physical forms related to the payments done by general public for flats, plots etc. on a daily basis.
45. The Data Entry Agency will be required to data-enter
 - a. The Bank Scroll for the day; and thereafter
 - b. Each of the challan accompanied with the Bank Scroll.The Formats of the Bank Scrolls and the Challans are in Data Sheet 6. Data Entry screen/ format also provided in Datasheet 6. (This screen can be re-formatted in consultation with the Data Entry Agency for the ease / convenience of the operator).
46. After entering the challan details and scroll details, the online application will detect the discrepancy, if any (between the scroll and the challans entered). In case some discrepancy is due to data entry error, such error of data-entry will be corrected by the Supervisor of the Agency. In case discrepancy is at the level of bank (and not because of data-entry) it will be brought in the notice of accounts department through the application itself and in such case no correction in bank data will be made. In nutshell the agency is required to correct data entry errors only.
47. This is a sensitive job and utmost care will have to be taken while entering this data and 100% accuracy in this case is required.
48. In general, for all above stated scanning work, the service provider will have to provide the scanned data in a storable and easily retrievable form.
 - a. The data should be indexed for easy search and retrievable.
 - b. The format in which the data is to be provided should be in – pdf or any other user/application specific format as per the need of concerned department of DDA.

SLA > Data Sheet 4

Milestones* and Terms of Payment to the Selected Agency

Payment Terms

1. The tenderer shall be paid for the services rendered on completion of satisfactory services for each quarter i.e. payments shall be back ended to delivery of the work done. Payment shall be made as per actual work done.
2. The Daily reports submitted by the Agency of work performed [and records scanned] will form the basis of calculation of payments due to the agency.
3. DDA will appoint Nodal officers to verify/ authenticate the daily report of the quantum of work performed. The work performed by the agency in terms of treating satisfactory services, should, on daily basis be verified and authenticated by the Nodal Officer. This report of quantum of work should match with the MIS report of E-Office and E-HRMS.
4. The Agency should submit quarterly bill of services performed and payment will be made on quarterly basis for actual work done only.
5. In case, it is decided by the Nodal Officer that any particular Counter(s) is(are) to be closed, The Agency will stop operations of that(those) counter(s) within 10 days of such order by the Nodal officer. On the other hand, if the Nodal Officer decides that new counter(s) is(are) required to be opened, the Agency will make necessary arrangements to open the new counter in 10 days of such order.


**Priority and timelines for achieving mile-stones for scanning and other work related with this tender should be looked after by the user department in collaboration with the agency.*

SLA > Data Sheet 5:- PENALTIES

- 1) Non-Availability: In case of failure to establish / operationalize the minimum number of service desk as specified in this tender, a penalty of Rs 2,000 per day per service-desk will be levied and deducted (Subject to Maximum of Rs 2,00,000 per quarter) from the payment due. However, if in a quarter, total down-time is less than 10 ServiceDesk – days, no penalty shall be levied.
- 2) Delay: The pendency of dak in the R&I desk should not be more than 1 working day.(e.g. Dak received on 13th should be scanned, uploaded and eforwarded by 14th). In case of delay in scanning and uploading of dak is more than 1 day, a penalty of Rs 10/- per dak per day of delay will be levied (and deducted from the payment due), subject to a maximum of Rs 20,000 per quarter. However, in a quarter, if the total dak-delay is less than 200 dak-days, no penalty shall be levied.
- 3) Defect / Deficiency : In case of any defect / deficiency in service, DDA Nodal officer will serve a notice by e-mail to the Project Nodal officer of the agency, and the Agency shall, to the best of its capacity, rectify the defects and deficiencies at no additional costs to DDA. In case of failure to rectify the defects, a penalty of Rs 1000 per case shall be levied.
- 4) Loss of Records / Files : In case the agency loses any record / file / paper / service book, a penalty of Rs 10,000 per such loss (in case of file / service book) or Rs 100 per page (in case of loss of papers) will be levied. Further, in case any malafide is detected (that the loss of paper / file causes loss to DDA or leads to corruption / malpractice), DDA may terminate the contract forthwith and forfeit the performance guarantee.
- 5) Data entry errors : DDA will conduct 5% random check / verification of Service book record data-entry work. In addition, as per e-HRMS application, each employee is expected to point-out if any errors have been recorded in his eService book. In case any data entry error is detected/reported by an employee in digitization of service book, the agency will rectify the data free of cost. In addition, for each data-entry error detected, a penalty of 1.5 times the payment due for data entry work of one service book will be deducted. However no penalty will be imposed if, overall data entry error is less than 0.1% of the total data-entries in the quarter.
- 6) For Data Entry of Challans and Scroll the 100% correctness is required. In case of any error, it has to be corrected on the same day failing which a penalty of Rs 1000 per challan shall be imposed per error and if it will be found that error was intentional with the motive of ill intention then criminal case may also be registered.

- 7) In case the tenderer fails to adhere to the time frame for starting the work as per the schedule, they shall pay as liquidated Damages and not by way of penalty, the Selected bidder shall pay to the DDA, damages in an amount calculated at the rate of 0.5% (zero point five per cent) of the Performance Bank Guarantee for each week (part of a week being treated as a full week) of delay, up to a maximum deduction of 10% (Ten percent) of the total contract price until the fulfilment of such conditions precedent. The decision of the DDA shall be final and binding unless reasonable grounds are shown in writing during the weekly review meetings.
- 8) In case the performance of the tenderer is not found satisfactory during the period of project, Performance Bank Guarantee will be invoked by DDA. Competent Authority in DDA shall have the right to invoke Performance Bank Guarantee at any time. The tenderer shall have no claim for any compensation or any loss on this account.


Data Sheet 6 :- Screens for Data entry of Service Books and Challans

 Sample Copy of Service Book

 Adobe Acrobat Document

Data Entry Screens of Service Book

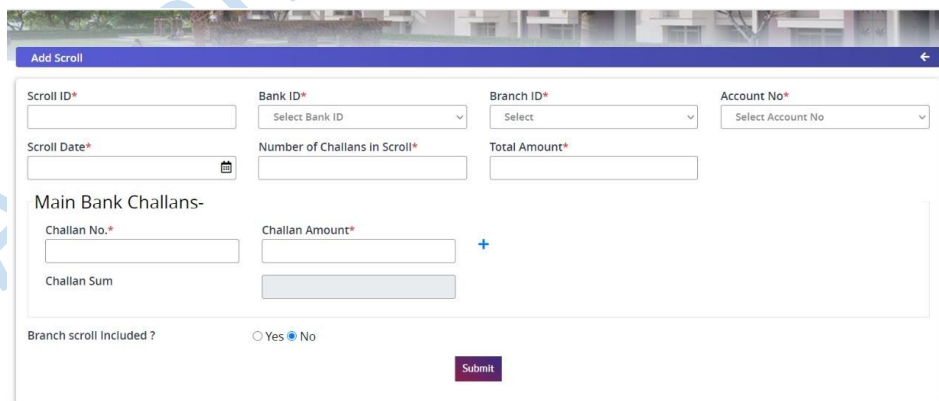
Adobe Acrobat

 Document

Sample copy of Scroll and Challan

Adobe Acrobat Document

Data Entry Screen of Scroll



Add Scroll

Scroll ID*

Bank ID*

Branch ID*

Account No*

Scroll Date*

Number of Challans In Scroll*

Total Amount*

Main Bank Challans-

Challan No.*	Challan Amount*
<input type="text"/>	<input type="text"/>

Challan Sum

Branch scroll Included? Yes No

Data Entry Screen of Challan

DDA-Scanning RFP

Scroll No.* Select Scroll No. ▾	Bank Name* <input type="text"/>	Branch Name* <input type="text"/>	Account No* <input type="text"/>							
Credit Date* <input type="text"/>	Challan No* <input type="text"/>	Challan Amount* <input type="text"/>	Deposit Date* <input type="text"/>							
Project Code* <input type="text"/>	Flat Category Select ▾									
File Number <input type="text"/>	Category Header <input type="text"/>	Locality Header <input type="text"/>	Sequence <input type="text"/>	Year <input type="text"/>	Scheme Code <input type="text"/>	Locality Code <input type="text"/>				
Allottee Name Against File No in database <input type="text"/>		Flat details as per challan								
Depositor's Name <input type="text"/>	Block <input type="text"/>					Pocket <input type="text"/>	Sector <input type="text"/>	Floor <input type="text"/>	Flat No <input type="text"/>	Locality <input type="text"/>
Depositor's Address <input type="text"/>	Remark <input type="text"/>									

Challan Detail			
S.N.	Payment Type	Payment Description	Paid Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

No of Characters per challan = approx. 1000

DDA Scanning

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Form A:

Covering Letter / Pre -Qualification Proposal Submission Form

[Location, Date]

To

Dy. Director (Systems)
Delhi Development Authority (DDA)
Ministry of Housing and Urban Affairs (MoH&UA) Vikas Sadan,
New Delhi-110007.

Subject: RFQ - cum - RFP [ID] dated [date] for selection of Agency for [name of assignment]

Dear Sir,

1. With reference to your RFQ - cum - RFP Document above, we, having examined all relevant documents and understood their contents, hereby submit our Pre -Qualification Proposal for selection as [name of assignment].
2. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: [] as per your advertisement, given in the above mentioned website(s).
3. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. ____ to_(including all documents like annexure(s), schedule(s), Data Sheet(s), Form(s) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
4. The corrigendum(s) and clarification(s) issued from time to time by DDA too have also been taken into consideration, while submitting this acceptance letter.
5. I am / We are submitting our Proposal as [name of the Applicant]. The Proposal is unconditional and unqualified. We understand you are not bound to accept any Proposal you receive.
6. I / We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.
7. I am / We are bidding as [Sole bidder] for this tender

8. I/ We acknowledge that DDA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
9. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
10. I / We shall make available to DDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
11. I / We acknowledge the right of DDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
12. I / We certify that in the last 3(three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
13. I / We declare that:
 - a) We do not have any conflict of interest in accordance with the terms of the RFQ - cum RFP.
 - b) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ - cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DDA or any other public sector enterprise or any government, Central or State; and
 - c) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - d) We confirm that our company and the Consortium Members (if any), is / are not blacklisted as on date, in any manner whatsoever by any of the State/ UT and/ or central government in India on any ground including but not limited to indulgence in corrupt practice,

fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- e) We undertake to always maintain the secrecy of all the Records.
 - f) We have personally visited the office of DDA and have seen the place where scanning counters are to be setup and have checked & verified the availability of all requirements for doing the required work.
 - g) We undertake to take all the measures to successfully execute the work and also to take all precautions to ensure that no loss or damage is caused to the DDA or its officers or its record.
 - h) We shall always ensure that every care is taken to minimize the losses under all circumstances.
 - i) We have done our due-diligence and have duly checked all the contingencies which can affect the satisfactory commencement of completion of work.
 - j) We shall not hold DDA responsible for any loss or damage which may caused because of any such unforeseen contingency or factor and affect the work
 - k) We undertake to submit the bills alongwith all the required documents and that understand that no bill shall be passed nor shall any amount be paid to us unless the bill is supported with all the required documents.
 - l) We acknowledged that this RFP and all clarifications, corrigendums etc issued by DDA shall always form part of the Agreement and shall be binding upon us.
14. I / We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the ICT Agency, without incurring any liability to the Applicants.
15. I/ We declare that we are not a member of any other Consortium/JV applying for selection as an Agency in this tender.
16. I/ We certify that in regard to matters other than security and integrity of the country: -
- a) we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

- b) we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates.
17. I / We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ - cum - RFP.
18. I / We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.
19. I / We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
20. I / We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DDA in connection with the selection of ICT Agency or in connection with the selection process itself in respect of the above mentioned Project.
21. I / We agree and understand that the proposal is subject to the provisions of the RFQ - cum - RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
22. I / We agree to keep this offer valid for [] days from the PDD specified in the RFQ - cum - RFP.
23. I / We have a local Office in Delhi at following address - [Mention Address]
<or>
I / We undertake to open a local service support office in Delhi, if we are awarded this work.
24. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

25. The Technical and Financial Proposal is being submitted in a separate cover in electronic form.
26. This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project solution provided by me, as per the requirements of the RFP for the scope given in this RFP.
27. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
28. I / We agree and undertake to abide by all the terms and conditions of the RFQ-cum- RFP Document. Compliance Sheet the minimum requirement for pre -qualification is enclosed.
29. I / We certify that have the necessary capabilities to undertake the project: If at any time it is found out that we do not have the capabilities as enumerated above, Delhi Development Authority may put the Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit.
30. I / We acknowledge that DDA is committed to follow the principles there of as enumerated in the integrity Agreement enclosed with the tender/ bid document. I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I / We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process.
31. I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by DDA. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article -1 to the enclosed Integrity Agreement.
32. I / We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/ bid, DDA shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender/bid in accordance with terms and conditions of the tender/ bid.
33. I am / We are applying for exemption of Tender Annual Charges to the extent allowed under this RFP, and I am an MSME registered under MSME Act 2006, and eligible for MSME exemption as per Government of India policy <Strike -off or delete this clause if not applicable> .

34. I (Sole Bidder) / We (the Lead Bidder) have [mention number] number of technically qualified manpower in IT related field, capable to execute this project, on the rolls of the company as on the date of submission of bid.
35. In case my / our firm qualifies the I / We hereby undertake to submit the Integrity Agreement (Form B) in original, on stamp paper of requisite value, within 7 days of receipt of request from DDA, failing which, my / our bid may be treated as null -and-void.

I / We, Yours sincerely,

Authorized Signature [In full and initials] :

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

Email:

(Name and seal of the Applicant/ Member in Charge)

Encl.: Compliance Sheet.

FORM B:

INTEGRITY AGREEMENT

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of DDA, in on Non-Judicial Stamp Paper (INR 100) purchased by Bidder/ Lead Member in case of Consortium.

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this Day of 20

BETWEEN

Chairman DDA represented through Director (Systems), DDA, (Hereinafter referred as the 'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
.....

(Name and Address of the Individual / firm / Company)

through

.....(Hereinafter referred to as the

(Details of duly authorized signatory)

"Bidder / Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (RFP No.) (hereinafter referred to as "Tender / Bid") and intends to award, under laid down organizational procedure, contract for

.....

.....

(Name of Work)

Hereinafter referred to as the "Contract".

AND WHEREAS the Principal / Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relation with its Bidder(s) and Contractor(s),

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender / Bid documents and Contract between the parties,

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal / Owner

- (1) The Principal / Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal / Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal / Owner will, during the Tender process, treat all Bidder(s) with equality and reason.
The Principal / Owner will, in particular, before and during and Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biases nature.
- (2) If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: commitment of the Bidder(s) / Contractor(s)

- (1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

- (2) The Bidder(s) / Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in Tender process and during the Contract execution.
- a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage to any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s) / Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly, Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents / representatives, if any. Either an Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel tender for the same item.
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s) / Contractors(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s) / Contractor(s) will not directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage

to justified interest of others and/ or to influence the procurement process to the detriment of the Government interest.

- (5) The Bidder(s) / Contractors(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).
- (6) The Bidder(s)/Contractor(s) shall always remain bound to all the clause, terms & conditions of this RFP, Agreement and its undertaking given herein above.

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the principal / Owner under law or the Contract or its established policies and laid down procedures, the principal/ Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s) / Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right:

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal / Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s) / Contractor(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal / Owner.
2. Forfeiture of EMD / Performance Guarantee / Security Deposit: If the Principal / Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated / determined the Contract or has accrued the right to terminate / determine the Contract according to Article 3(1), the Principal / Owner apart from exercising any legal rights that may have accrued to the Principal / Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / contractor.

3. Criminal Liability: If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitute s corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal / Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State government or any other Central / State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action cab be taken for banning of business dealings / holiday listing of the Bidder / Contractor as deemed fit by the Principal / Owner.
3. If the Bi dder / Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal / Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders / Contractor / Subcontractors

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement / Pact by any of its Subcontractors/ sub / vendors.
2. The Principal / Owner will enter into Pants on identical terms as this one with all Bidders and contractors.
3. The Principal / Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions any stage of the Ten der process.

Article 6 - Duration of the Pact

1. This pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work

under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

2. If any claim is made/ lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged determined by the Competent Authority, DDA.

Article 7 – Other Provisions

1. This pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal / Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner / Principal in accordance with this Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.

Article 8 - LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/ or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the parties agree that this Integrity Pact will have precedence over the Tender / Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Bidder/ Contractor [each Consortium Member, in case of Consortium])

.....

(For and on behalf of Principal/ Owner)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:

Dated:

DDA Scanning RFP 2023

FORM C:

Chartered Accountant Certificate for Turnover and Net Worth

(To be submitted on the Letterhead of the responding agency)

{Place} {Date}

To,

Ref: RFP Notification no <xxxx> dated <dd/ mm/ yy>

Subject: Declaration of Turnover and net worth in response to the RFP for
<Name of the Tender>, Tender No<xxx>>

We have examined the books of accounts and other relevant records of –
[M/ s (Name of Company), Address]

for the financial years mentioned in table below. On the basis of such examination and according to information & explanation given to us, and to the best of our knowledge & belief, we hereby certify that the turnover and net worth of M/ s [Company name] as at the end of said financial years was as below.

Financial Year	Net Worth (Book Value in INR Lakhs)	Turnover from ICT related projects (on subject tender) (in INR Lakhs)
2020-2021		
2021-2022		
2022-2023		

Copy of summarized and audited balance sheets is attached for your reference.

Place:

Date:

Chartered Accountants Company Seal: Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

FORM D:

Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney(hereinafter referred to as the –Authorized Representative), with power to sub- delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as Agency for [name of assignment], to be developed by Delhi Development Authority (t he –Authority) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre -bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance o f our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/ or upon award thereof to us until accepting the work order with the Authority.

AND, We do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by th is Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [dat e in words] DAY OF [month] [year in _yyyy' format].

For [name and registered address of organization] [Signature] [Name] [Designation]

Witnesses:

1. [Signature, name and address of witness]

2. [Signature, name and address of Witness]

Accepted

Signature]

[Name] [Designation] [Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

FORM E :

Format of Bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you Delhi Development Authority, Government of India, New Delhi —110007 (hereinafter referred to as the —Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company],(hereinafter referred to as the —Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Agency for [name of assignment] pursuant to the RFQ -cum-RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as —RFQ-cum-RFP Documents), we [Name of the Bank] having our registered office at [registered address] and one of its branches at[branch address](hereinafter referred to as the —Bank), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ - cum - RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFQ - cum - RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words])(hereinafter referred to as the — Guarantee)) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder and merely on being invoked & demanded by the DDA..
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFQ - cum - RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFQ - cum-RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ - cum - RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

3. We, the Bank, do hereby unconditionally undertake to immediately pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFQ - cum - RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ -cum-RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards 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. [in figures] ([in words]).
4. This Guarantee shall be irrevocable and remain in full force till the time DDA releases the same. and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ - cum - RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFQ -cum-RFP Document by the said Bidder or to postpone for anytime and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ - cum - RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

7. Any notice by way of request, demand or otherwise here under shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered a tour above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall , at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ((in words)). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 here of, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. / Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Form F :**Details of Works Executed / Bidder's Experience**

(PART 1) – Consolidated Statement
(To be submitted on firm's letter head)

Name of Client	Name of Work	Date of Award of work	Date of Completion of work	Amount	No of Revenue villages covered (if applicable)

Signature of Authorised Signatory

Date

Form F (Part 2) : Individual details of Projects

[Using the format below, provide information on each assignment for which your firm, and each Affiliate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an JV for carrying out consulting services similar to the ones requested under this assignment.]

Assignment Name and Project cost	Approx. value of the contract (in INR in Lakh/ Crore):
Country: Location within country:	Duration of assignment (months):
Name of Client	Total No. of staff -months of the assignment:
Address	Approx. value of the services provided by your firm under the contract (in INR in Crore):
Start Date (Month/Year) Completion Date (Month/Year)	No. of professional staff-months provided by associated consultants
Name of Lead Partner	Name of senior professional staff of your firm involved and functions performed (indicate most

Name of Associated Consultants, if any:	significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of the Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

Note: Project Datasheet will be considered for evaluation only if relevant work order/ contract agreement and client certificate is submitted for the same.

Firm's Name:

Authorized Signature:

Note: For the purpose of evaluation of Bidders INR 65.0 (INR Sixty Five) per USD shall be considered as the applicable currency conversion rate. In case of any other currency the same shall first be converted to USD as on the date 60 (Sixty) days prior to the proposal due date and the amount so derived in USD shall be converted in to INR at the aforesaid rate. The conversion rate of such currency shall be the daily representative exchange rates published by the IMF for the relevant date.

Form G:

Technical Proposal Submission Form

To
Dy Director (Systems)
Delhi Development Authority Vikas Sadan
New Delhi-110023

[Location, Date]

RFQ - cum - RFP [ID] dated [date] for selection for [name of assignment]
Sir

With reference to your RFQ - cum - RFP Document above, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection for above assignment. We enclose the Technical Compliance Sheet in support of our technical proposal We remain,

Yours sincerely,

Authorized Signature [In full and initials] : Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/ Member in Charge)

Encl: Duly filled Technical Compliance Sheet (see para 2 Dara Sheet 3)

Form H

[Location, Date]

Form for Submission of details about past work

Following Work has been developed by the Bidder for our clients

Name and Address of Client:

Work Order date :

Work Completion date: _____

Title of Work:

Amount (INR):

url / access to the application: Context in which the work was undertaken Nature of services provided:

Certified that the aforesaid services were provided by [name of the company]

[Authorised signatory]

Please enclose copy of work order & work completion certificate

FORM N**Financial Proposal Submission Form**

[Location] [Date]

To

Dy. Dir (Systems)II

Delhi Development Authority

Ministry of Housing and Urban affairs (MoH&UA)

Vikas Sadan

New Delhi-110007

Subject: Services for [name of assignment]. Dear Sir,

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Qualification - cum - Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is as below –

A	B	C	D	E	F=C X E
S. No.	Description	No of units	Unit Type	Estimated Unit Price(₹)	Total Amount
				Inc. taxes	(₹) Inc. taxes
01.i	Rate for Scanning (and cleaning) of files according to page size A5/ A4 / Letter / Legal	1,88,25,000	page		
01ii	Rate for Scanning(and cleaning) of files according to page size A3	2,15,500	page		
01iii	Rate for Scanning(and cleaning) of files/records according to page size A0/A1/A2	82,500	page		
2	Rate for Attachment of scanned file in E-office(and creation of e-file)*	1,00,000	File		
03a)	Rate for uploading of scanned pages of Service Book in e-HRMS *	1500	Service Book		
03b)	Rate for data entry of Service Book Data in NICs eHRMS Application and uploading of scanned e-service book in the application and creation of eservice book record.	1500	Service Book		
4	Rate for uploading of dak (pdf format) in e-office*	1,00,000	Dak		
5	Preservation of mutilated / damaged page by placing in polythene covers	10000	page		
6	Rate for Verification of Service Book Data in NICs eHRMS Application(35Forms per service book)	1500	Service Book		
7(a)	Data Entry of Challan from registers/files	1,00,000	Challans		
7(b)	Data Entry of Challan from Ledgers/Registers*	28,87,500	per row or per (complete) record		
8	Data entry of any other type	1,00,000	Kilobytes decimal		
9	Data Entry of Scroll	1000	Scrolls		
Total					

* agency will be paid separately for scanning of pages of service books/ e-file / dak depending upon number of pages scanned as per rates mentioned in 01(i)

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely –Prevention of Corruption Act 1988.

Our offer shall be valid up to 180 days from Date of Opening of Tender (Technical Proposal).

We understand that our fee will be paid in accordance the following milestones specified in the tender document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
Authorized Signature [In full and initials]: Name and Title of Signatory:
Name of Firm:
Address:

FORM O: Standard Form of Work Order

DELHI DEVELOPMENT AUTHORITY (SYSTEMS DEPARTMENT)
B BLOCK, 1 ST FLOOR VIKAS SADAN, INA NEW DELHI

No _____ To
M/S[_____]

Sir,

Sub : Order for award of work for [Name of Assignment]
[Date , Place]

DDA had invited the bids *vide* their tender no. < *insert service details* >
Dated xx.xx.xxxx (hereinafter referred to as "Tender Document") for " Subject

" -----

You had submitted its proposal dated xx/ xx/201x (hereinafter referred to as the 'Tender') for the provision of such services (i.e. [Name of Work] in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and the tender documents.

DDA has agreed to appoint the AGENCY for the provision of < *insert service title* > such services and the AGENCY has agreed to provide <insert service title>, as are represented in the Tender, including the terms of this Agreement, in accordance with the terms and conditions of the Tender, and in terms of the discussions, negotiations, clarifications in relation to the implementation of the Scope of Work.

The Purchaser hereby agrees to pay the Agency in consideration of the provision of < *insert service detail* > therein, the Agreement Price as per table below –

Component	Unit	Rate per unit (excl tax)	GST (%)	Estimated No of units	Total estimated price (incl Tax)

at the time and in the manner prescribed by the Agreement/ Tender Documents.

The total value of the Contract shall not exceed ₹xxxxxxxxxxxxx/ - (Rupees xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx Only) inclusive of taxes.

You are requested to acknowledge receipt of this letter and convey your acceptance by submitting duly signed Agreement and Indemnity Bond on Stamp paper of Rs 100 within _days of issue of this letter.

You are requested to submit Performance Guarantee of amount and manner as specified in the tender document within _days of issue of this letter. Format of the BG is enclosed.

We Remain,
(_____)
Dy Dir Systems

DDA Scanning RFP 2023

FORM P
Form for Agreement

AGREEMENT

THIS AGREEMENT is made on the day of2020 atIndia

BETWEEN

The <Delhi Development Authority > Statutory Authority created by Delhi Development Act, 1957 having its office atVikas Sadan, INA, New Delhi, e -mail (hereinafter referred to as “the Purchaser”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

The Party <insert Agency name>, having its office at , e -mail (hereinafter referred to as “ Agency”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its registered office at of the Second Part.

WHEREAS

(a) The Purchaser had invited the bids *vide* their tender no. < insert service details > Dated xx.xx.xxxx (hereinafter referred to as ‘Tender Document’) for “ Subject -----
- - - - - ”

(b) The AGENCY had submitted its proposal dated xx/ xx/ 201x (hereinafter referred to as the ‘Tender’) for the provision of such services (i.e.

.....
.....) in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and the tender documents.

(c) The DDA has agreed to appoint the AGENCY for the provision of < insert service title > such services and the AGENCY has agreed to provide <insert service title>, as are represented in the Tender, including the

terms of this Agreement, the Annexure attached hereto and in accordance with the terms and conditions of the Tender, and in terms of the discussions, negotiations, clarifications in relation to the implementation of the Scope of Work.

- (d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document vide no. < insert Tender Reference details > Dated< insert date>.

All the terms and conditions as mentioned in the RFP cum RFQ(tender document) vide no. < insert Tender Reference details> Dated< insert date> are ipso facto applicable under this Agreement.

- 2) The following documents shall form part of this Agreement and be read and construed accordingly: -

a	Price Details	Annexure-A (To be Submitted By the Bidder)
b	Tender Document	Annexure-B (This Bid Document)
c	Corrigendum issued by DDA on the Tender Document	Annexure – C (As and when any corrigendum be issued pertaining to the tender by DDA)
d	Technical Bid submitted by Agency	Annexure - D (Details of Technical Aspect of the Bid by the Bidder)

- 3) The Terms and Conditions and Clauses mentioned in the Tender Document (Annexure -B), subject to Corrigendum issued (Annexure – C) shall deemed to be the clauses of this agreement.

- 4) In consideration of the payments to be made by the DDA to the Agency as hereinafter mentioned, the Agency hereby covenants with the DDA to provide < *insert service detail* >, in conformity in all respects with the provisions of this Agreement/ Tender Documents.
- 5) The DDA hereby covenants to pay the Agency in consideration of the provision of < *insert service detail* > therein, the Agreement Price or such other sum as may become payable under the provisions of the Agreement/ Tender Documents at the time and in the manner prescribed by the Agreement/ Tender Documents.
- 6) The total value of the Contract shall not exceed ₹xxxxxxxxxxxxx/ - (Rupees xxxxxxxxxxxxxxxxxxxxxxxx Only) (GST extra as applicable) .
- 7) This agreement shall be effective from dd/ mm/ yyyy (hereinafter “the said date” i.e. the date of signing of this Agreement and shall remain valid for a period of < *insert period details in terms of month or year*> from the date of signing of this Agreement .

Commencement, completion, modification and termination of work order

- 8) Effectiveness of work order: This Work order shall come into effect on the date of signing on this agreement, or such date as is assented to by the Agency and fixed by DDA.
- 9) Commencement of Services: The Agency shall commence the Services from the date this work order comes into force, or such date notified by the DDA.
- 10) Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.
- 11) Modification: Modification of the terms and conditions of this work order, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.

Obligations of the Agency

- 12) General: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the DDA, and shall at all times support and safeguard the DDA’s legitimate interests in any dealings with Sub - consultants or third parties.

- 13) Prohibition of Conflicting Activities: Neither the Agency nor their Sub -consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
 - a) During the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order; and
 - b) after the termination of this Contact, such other activities as may be specified in the SC.
- 14) Confidentiality : The Agency, their Sub -consultants, and the Personnel of either of them shall not, either during the term or within seven(7) years after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the DDA's business or operations without the prior written consent of the DDA.
- 15) Liability of the Agency: Subject to additional provisions, if any, in this work order the Agency's liability under this Work order shall be as provided by the Applicable Law.
- 16) Professional Liability Insurance: Agency will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Agency hereunder or (ii) the proceeds, the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of INR 20,00,000 (Twenty Lakh Rupees).
- 17) If the Agency fails to complete the Assignment, within the period specified under the work order, the Performance Guarantee is liable to be forfeited in full or part in case of underperformance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by DDA.
- 18) Agency shall be deemed to be bound by the technical proposal (Annexure D) submitted and shall meet the functionalities proposed by him in the said technical proposal, whether or not covered in the scope of work provided by the DDA.

Obligations of the DDA

- 19) Assistance and Exemptions: The DDA will use its best efforts to ensure that the Government will provide the Agency with work permits (like passes for staff, sitting arrangement, lighting, furniture except IT and scanning equipment) and such other documents as necessary to enable the Agency to perform the Services:
- 20) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

Payments to the Agency

- 21) The Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. The Agency shall indemnify the DDA against any inaccuracy in the work, which might surface during implementation of the project.
- 22) Advance payment will not be considered.
- 23) The Agency will submit pre -receipted invoices /bills in triplicate, complete in all respects and supported with all required documents to prove the work done any amount payable, on the last working day of every quarter, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month(s), supporting documents and bills as well as documentation in support of the bill . A reconciliation sheet pertaining to the bills will be submitted every quarter.
- 24) The final payment, each year, shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by DDA.
- 25) Currency: The price is payable in local currency i.e. Indian Rupees.
- 26) Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.
- 27) If the Agency does not make any demand for reconciliation in respect of any claim, in writing, within 30 days of receiving the intimation from the Officer -in-Charge that “final bill is ready for the payment”, the claim of the Agency shall be deemed to have been waived and absolutely barred and the DDA shall be discharged and released of all liabilities under the contract in respect of such claim.
- 28) All bills/invoices shall always be supported by all the required documents to substantiate the work done & amount due and unless the bill is submitted alongwith documents, same shall not be considered as valid for any purpose and no interest, whatsoever, shall be paid thereon.
- 29) Bill considered valid and acceptable shall be paid within a period of 45 days from the receipt thereof.
- 30) All bills, letters, notices and documents etc. shall always be submitted against receipt and duplicate copy thereof shall always be kept by the Agency.

Assignment and Charges

- 31) The Work order shall not be assigned by the Agency save and except with prior consent in writing of the DDA, which the DDA will be entitled to decline without assigning any reason whatsoever.
- 32) The DDA is entitled to assign any rights, interests and obligations under this Work order to third parties.

Force Majeure

- 33) Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country (such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts) (hereinafter referred to as "events") provided such event is duly endorsed by the appropriate authorities/ chamber of commerce in the country.
- 34) Force Majeure shall not include
 - (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
 - (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- 35) A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as practicable, but within 21 days from the date of occurrence and termination thereof .
- 36) No Breach of Work order: The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
 - a) Has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
 - b) has informed the other party as soon as possible about the occurrence of such an event.
 - c) the dates of commencement and estimated cessation of such event of Force Majeure; and
 - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.
- 37) If a Party has given the notice specified above, neither of the Parties shall be able to terminate, suspend or excuse the non- performance of its obligations hereunder n or shall either party have any claim for damages against the other in respect of such non -performance or delay in performance .
- 38) Deliveries under the contract shall be resumed as soon as practicable after such event has come to a n end or ceased to exist and the decision of the DDA as to whether the deliveries have so resumed or not, shall be final and conclusive, provided that if the performance in whole or in part or any obligation under the contract is prevented or delayed by

reason of any such event for a period exceeding 60 days, the DDA may, at his option, terminate the Contract.

- 39) Extension of Time: Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 40) Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

Termination

- 41) By the DDA: The DDA may terminate this Work order, written notice of termination to the Agency, to be given after the occurrence of any of the events specified in this clause:
 - a) if the Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the DDA may have subsequently approved in writing;
 - b) within fifteen (15) days, if the Agency become insolvent or bankrupt;
 - c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
 - d) within fifteen (15) days, if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
 - e) within seven (7) days, if the Agency submits to the DDA a false statement which has a material effect on the rights, obligations or interests of the DDA. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the DDA;
 - f) within seven (7) days, if the Agency, in the judgment of the DDA has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;
 - g) if the DDA, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days' decides to terminate this Work order.
- 42) Subject to this agreement, any functionality which is neither in the tender document nor explicitly specified in the scope of work, if considered to be a breach of contract, such that the Agency must be liable for legal actions and be charged for damages.
- 43) DDA may, at any time, terminate the purchase order by giving four weeks written notice to the Agency, without any compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent.

- 44) Payment upon termination: Upon termination of this Work order, the DDA will make the following payments to the Agency:
- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
 - b) Upon termination, the DDA may also impose liquidated damages as per the provisions of relevant clauses of this Work order.
 - c) The Agency will be required to pay any such liquidated damages to DDA within 30 days of termination date.

Severability:

- 45) If for any reason whatever any provision of the Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such in valid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

Risk Purchase

- 46) In the event Agency fails to execute the project as stipulated in the delivery schedule, or to the satisfaction of the DDA or fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the DDA due to breach of any obligations of the Agency under this Agreement, DDA reserves the right to procure similar or equivalent Services/ Deliverables from another alternate source at the risk, cost and responsibility of the Agency.
- 47) Any incremental cost borne by the DDA in procuring such Services/ Deliverables shall be borne by the Agency. Any such incremental cost incurred in the procurement of such Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable payments, Security Deposit/ Bank Guarantee provided by the Agency under this Agreement, and if the value of the Services/ Deliverables under risk purchase exceeds the amount of Security Deposit/Bank Guarantee, the same may be recovered if necessary by due legal process. Before taking such a decision under this Clause, DDA shall serve a notice period of 1(one) month to the Agency.

Limitation of Liability

- 48) Neither the Party shall be liable to the other Party for any indirect or consequential loss or damage(including loss of revenue and profits) arising out of or relating to the Contract.
- 49) Except in the case of Gross Negligence or Wilful Misconduct on the part of the Agency or on the part of any person acting on behalf of the Agency executing the work or in carrying out the Services, the Agency, with

respect to damage caused by the Agency including to property and/ or assets of DDA or its clients shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (A) or (B) is higher.

- 50) This limitation of liability slated in this Clause, shall not affect the Agency's liability, i f any, for direct damage by Agency to a Third Party's real property, tangible personal property or bodily injury or death caused by the Agency or any person acting on behalf of the Agency in executing the work or in carrying out the Services.
- 51) The Agency shall always indemnify the DDA for all types of losses, damages and accidents etc.
- 52) DDA shall never be held responsible for any type of loss or damage which may cause to Agency's employees, workers, labour, staff, technicians, agents, assigns, visitors etc., due to any reason, whatsoever.
- 53) For the purposes of above Clauses, -
 - (i) "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safe ty or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.
 - (ii) "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

Indemnity

- 54) The Agency must indemnify the DDA against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware/ manpower etc and related services or any part thereof. DDA stand indemnified from any claims that the hired manpower / Agency's manpower may opt to have towards the discha rge of their duties in the fulfilment of the purchase orders. DDA also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / Agency's manpower while discharging their duty towards fulfilm ent of the purchase orders.
- 55) The Agency agrees to indemnify and hold harmless the DDA from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys fee s and other costs of defense or investigation related to or arising out of, whether directly or indirectly,

- a) the breach by the Agency of any obligations specified in relevant clauses hereof;
 - b) the alleged negligent, reckless or otherwise wrongful act or omission of the Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the DDA; however, that the omissions to notify shall not relieve the Agency from any liability which it may have to the DDA or the third party.
 - c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter).
- 56) As soon as reasonably practicable after the receipt by the DDA of a notice of the commencement of any action by a third party, the DDA will notify the Agency of the commencement thereof; provided,
- 57) The obligations to indemnify to DDA and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/ or contribution asserted shall survive and until their final resolution thereof.
- 58) The foregoing provisions are in addition to any rights which the DDA may have at common law, in equity or otherwise.
- 59) The Agency shall at all times indemnify and keep indemnified DDA against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 60) The Agency shall at all times indemnify and keep indemnified DDA against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.
- 61) The Agency shall at all times indemnify and keep indemnified DDA against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- 62) All claims regarding indemnity shall survive in favour of DDA, even after termination or expiry of the Work Order.

Settlement of disputes and Arbitration

- 63) Amicable Settlement: The parties shall use their best efforts to amicably settle all the disputes, differences, issues and claims arising out of or in connection with this RFP, Agreement, their Terms & Conditions, scope of work, payment of bills, orders, directions, and for the purpose of said amicable settlement, the party aggrieved shall give a notice in writing intimating all the claims, issues and payment, if any, claimed there-against. To resolve the disputes amicably maximum three meetings shall be held between the Nodal Officer and the representative

- of the Agency within a period of 30 days from the date of receipt of the aforesaid notice. .
- 64) If, after 30 (thirty) days from the commencement of the aforesaid meetings the DDA and the Agency are unable to resolve amicably the matter will be referred to the Vice -Chairman of the DDA, for his/ her opinion.
- 65) If the Agency doesn't agree with the opinion of the Vice -Chairman DDA, the matter shall be decided through the process of Arbitration and shall, accordingly, be referred to a panel of three Arbitrators. For the purpose of appointment of Arbitrators, the Agency shall issue a notice invoking the Arbitration clause, whereupon, the DDA shall within a period of a thirty days of the receipt of the said notice, propose name of seven persons out of whom one shall be nominated by the Agency and, thereafter, one shall , be nominated by the DDA and the said two nominated arbitrators shall choose the presiding arbitrators from the said list itself. The award of the Arbitrators shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Conciliation Act, 1996 and the Rules framed by the Delhi Arbitration Centre, venue of such arbitration shall be Delhi. Cost of arbitration shall be borne by each party proportionately, as per the Schedule IV of the Arbitration and Conciliation Act, 1996 as amended upto date. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement. It is an agreed term of this clause that only those claims and disputes shall be referred to Arbitration which are mentioned in the aforesaid notice and no new issue or claim shall be entertained by the Arbitrators. Also any decision or provision of the Agreement / RFP made final and binding shall be beyond the scope of RFP

Notices

- 66) Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given either by –
- (i) e-mail at the email address mentioned in this agreement or,
 - (ii) through any physical mode (such as hand delivery, recognized international courier) and transmitted or delivered to the Parties at their respective addresses.
- 67) The notices shall be deemed to have been made or delivered –
- (iii) in the case of any communication made by email, when transmitted properly addressed to such e-mail address, and

- (iv) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address.

Intellectual Property Rights

- 68) In case of development of the application: Agency shall disclose all such Intellectual Property Rights arising in performance of the Services to the DDA and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals as may be necessary as per the existing laws in India to effectively transfer such rights to the DDA. Once transferred, the DDA shall own and have a right to use all such Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Agency solely during the performance of Services and for the purposes of inter -alia use or sub-license of such Services under this Contract.
- 69) In case of deployment of COTS products: DDA shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by the Agency solely during the performance of Services and for the purposes of inter -alia use or sub-license of such Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the Agency shall be property of the DDA. The Agency should create a repository of such resources and provide access to DDA. The Agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the DDA and execute all such agreements/ documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the DDA: -
 - (a) Agency shall not only support DDA with the proposed COTS during the contract period, but also, confirm that after the expiration / termination of the initial contract, continued support will be provided by the Agency to the DDA, in case DDA chooses to maintain / upgrade the COTS proposed, either directly or through third party agency(ies);
 - (b) Continued support to the DDA will be subject to the purchase of support by the DDA post termination / expiry of contract;
 - (c) The customized source code with its full rights shall be handed over to the DDA.
 - (d) In case of COTS based solution, IPR Rights of the source code of COTS product will be with the Agency / OEM. The Agency shall not use the COTS solution developed under this project, without the

- exclusive permission of the DDA, for other Users. Source Code of the COTS Solution developed under this project shall be submitted in ESCROW arrangement.
- (e) IP Rights on application software built around the COTS under the Project will rest with the DDA. The Agency shall not have any right whatsoever, to operationalize the Application software operationalized under this project, for another user, without the written permission of the DDA. The Source Code of the Customization / bespoke code needs to be transferred to DDA as a part of knowledge transfer.
- 70) If DDA desires, the Agency shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter-alia necessary for use of the goods supplied / installed by the Agency, and which may be assigned by the DDA to the Agency for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract, shall be acquired in the name of the DDA, prior to termination of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the DDA.
- 71) The Agency / Agency's Team shall ensure that while it uses any software, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep the DDA indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency or the Agency's Team during the course of performance of the Services. In case of any infringement by the Agency / Agency's Team, Agency shall have sole control of the defense and all related settlement negotiations.
- 72) Documents Prepared by the Agency to be the Property of the DDA: All designs, reports, other documents and software submitted by the Agency pursuant to this work order shall become and remain the property of the DDA, and the Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the DDA, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. The future use of these documents and software, if any, shall be with specific consent of the DDA.

- 73) The Agency represents warrants and covenants that on the acceptance date and for the Warranty Period, the Software will be free of material programming errors and will operate and conform to the respective Software's Documentation including, inter alia, SR S (System Requirement Specification) and other manuals. The Agency also represents warrants and covenants that the medium on which the Software is contained when delivered to the DDA, will be free from defects in material or workmanship, and shall be free from any viruses, bugs etc.
- 74) The Agency represents warrants and covenants that the Technical Documentation delivered to the DDA for the system developed and operationalised will be sufficient to allow a reasonably knowledgeable information technology professional to maintain and support such Software. The System Integrator represents warrants and covenants that the User Documentation for the System developed and operationalised will accurately describe in terms understandable by a typical end user the functions and features of the System and the Procedures for exercising such functions and features.

Publicity

- 75) Except as required by law, the Agency shall not publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA without the explicit written permission of the DDA.

Performance Security

- 76) In the event where due extension of work order or otherwise, validity of Performance Bank Guarantee is near its expiry, the Agency shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide a fresh unconditional and irrevocable bank guarantee as Performance Security for the same amount as existing Bank Gurantee, or The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment.
- 77) If the DDA shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of e xpiry of the then existing Performance Security, the DDA shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Agency of its obligations under this Work order until such time as the DDA shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the DDA will refund to the Agency the full amount of

the bank guarantee, unless the DDA has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Agency; provided that the DDA will not be liable to pay any interest on such balance.

- 78) The DDA will return t he bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security wi ll, subject to any draw downs by the DDA in accordance with the provisions hereof, be released by the DDA within a period of 60(Sixty) Days from the date of completion of the services.
- 79) The DDA shall have the right to claim under the Performance Security an d appropriate the proceeds if any of the following occur:
 - a) the Agency becomes liable to pay penalty;
 - b) occurrence of any of the events listed in sub -clauses(a) through(f) of Clause3.2.1 of this Work Order;
 - c) any material breach of the terms hereof; and/ or
- 80) Without prejudice to paragraph above, if the Agency fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Wor k order, the DDA shall have the right to terminate the a greement forthwith and the Agency shall have no claim over the payments due to it. The agency will also indemnify DDA for any losses caused by such failure or any other losses.
- 81) Without prejudice to paragraph above, the Performance Bank Guarantee (PBG) will be invoked by DDA, in Case the performance of the vender is not found satisfactory during the period of work.

IN WITNESS whereof the parties hereto have caused this Agreement/ Tender Documents to be executed in accordance with tender document read with prevailing laws.

Signed, Sealed and Delivered for & on behalf of Agency

Signed, Sealed and Delivered for & on behalf of DDA

Signed : Signed :

Name : Name :

Date :
Place : New Delhi

Date :
Place : New Delhi

In the presence of:

In the presence of:

Signed :

Signed :

Name :

Name :

Date :
Place : New Delhi

Date :
Place : New Delhi

DDA Scanning RFP 2023

Form R

INDEMNITY BOND

THIS BOND is made on this day of, 2018 by M/s through Shri..... duly authorized representative of the (hereinafter referred to as which expression shall unless context requires different or another meaning, include its successors, administrators and assigns) in favour of the Delhi Development Authority, a body corporate constituted under Section 3 of Delhi Development Act, 1957 (hereinafter called “The Authority” which expression shall include its successors and assigns).

WHEREAS has entered into an agreement executed on, 2018 with the Authority (hereinafter referred to as “The said Agreement”) for the “<Name of the tender> ”

AND WHEREAS M/s has to indemnify the DDA against any loss or damage that DDA may sustain on account of any claims made by its employees for any loss / damage payment etc during performance of his duty in DDA or on any account as aforesaid.

Now therefore, in consideration of the said Agreement, the executant hereby undertakes to indemnify DDA and shall always keep it indemnified against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by its employees for any loss / damage payment etc during performance of his duty in DDA.

Now, therefore, in witness thereof the executant Company has set its hand through its authorized representative on the day, month and the year first mentioned herein above.

EXECUTANT

For M/s
(Authorized representative
of Bidder or Lead Member in case of Consortium)

Witness:

- 1.
- 2.

FORM T

Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date:

Dear Sir,

In consideration of DDA, Government of India (hereinafter referred as the 'DDA', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/ s [name of Agency] a [type of company], established under laws of [country] and having its regi stered office at [address] (hereinafter referred to as the '_Agency' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns) , an Assignment for preparation of [name of assignment] Work order by issue of DDA's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Agency, re sulting in a Work order valued at Rs.[amount in figures and words] for (Scope of Work) (hereinafter called t he'_Work order') and the Agency having agreed to furnish a Bank Guarantee amounting to Rs.[amount in figures and words] to the DDA for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinaft er referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, incl ude its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the DDA immediately on demand an or, all monies payable b y the Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or pr otest and/ or without any reference to the Agency. Any such demand made by the DDA on the Bank shall be conclusive and binding notwithstanding any difference between the DDA and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall cont inue to be enforceable until the DDA discharges this guarantee.

The DDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and c onditions of the work order or other documents. The DDA

shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the DDA and to exercise the same at anytime in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the DDA and the Agency any other course or remedy or security available to the DDA. The Bank shall not be relieved of its obligations under these presents by any exercise by the DDA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the DDA or any other indulgence shown by the DDA or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the DDA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the DDA may have in relation to the Agency's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Agency / the Bank or any absorption, merger or amalgamation of the Agency/ the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force upto and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Agency] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in _yyyy' format] at[place].

WITNES

1. [signature, name and address]
2. [signature, name and address]

[Official Address]
[With Bank Stamp]

Designation

Attorney as Per Power of Attorney No. Dated Strike out, whichever is not applicable.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a

foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the DDA.

DDA Scanning RFP 2023

Annexure Z

Scroll No. ¹ Select Scroll No.	Bank Name ¹	Branch Name ¹	Account No ¹
Credit Date ¹	Challan No ¹	Challan Amount ¹	Deposit Date ¹
Project Code ¹	Flat Category Select		
File Number	Category Header	Locality Header	Sequence
			Year
			Scheme Code
			Locality Code
Allottee Name Against File No in database		Flat details as per challan	
Depositor's Name		Block	Pocket
Depositor's Address		Sector	Floor
		Flat No	Locality
		Remark	

Challan Detail			
S.N.	Payment Type	Payment Description	Paid Amount

Total 700 Character length of Challan for data entry