



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5024947
Dated/दिनांक : 07-06-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 10-07-2024 17:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 10-07-2024 17:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 180 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Urban Development |
| Department Name/विभाग का नाम | Na |
| Organisation Name/संगठन का नाम | N/a |
| Office Name/कार्यालय का नाम | Delhi |
| Item Category/मद केटेगरी | Hiring of Agency for IT Projects- Milestone basis |
| Contract Period/अनुबंध अवधि | 3 Year(s) 8 Month(s) 3 Day(s) |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 71 Lakh (s) |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 3 Year (s) |
| Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है | Yes |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट | No |
| Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट | No |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| Type of Bid/बिड का प्रकार | Two Packet Bid |

Bid Details/बिड विवरण

| | |
|---|-----------------------------|
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 5 Days |
| Estimated Bid Value/अनुमानित बिड मूल्य | 14200000 |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |
| Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है | Yes |

EMD Detail/ईएमडी विवरण

| | |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि | 284000 |

ePBG Detail/ईपीबीजी विवरण

| | |
|--|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%) | 5.00 |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 46 |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Delhi Development Authority
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 - 110023 .
(Sr. Ao. Cash Main)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

| | |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

BOQ_Sports_Digitization - [1717758404.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1717758588.pdf](#)

Payment Terms:[1717758598.pdf](https://www.pdf.com/view/1717758598.pdf)

Pre Bid Detail(s)

| Pre-Bid Date and Time | Pre-Bid Venue |
|-----------------------|---|
| 14-06-2024 11:00:00 | Auction Hall , Ground Floor, D Block, Vikas Sadan, INA, New Delhi +91 96500 71416 |

Hiring Of Agency For IT Projects- Milestone Basis (1)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specifi cation | Values |
|----------------------------|---|
| Core | |
| Scope of Work | Development of Application , UAT & Go live , Operation & Maintenance (O&M) |
| Resourc es Needed | As specified in Scope of work |
| Deploy ment of core team | hybrid(Buyer to specify model in scope of work) |
| Delivera bles / Timeline s | Submission of Final Systems Requirement Specifications (SRS) , Submission of Final User Acceptance Testing (UAT) report , Submission of Security Audit Report , Go-Live of Services , Completion of all Data Migration , Imparting all Trainings , Operationalization of Helpdesk |
| Addon(s)/एडऑन | |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Quantity set to 1 | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|---|-------------------|--|
| 1 | Rizwan Ahmed Ansari | 110023,DELHI DEVELOPMENT AUTHORITY, SYSTEMS DEPARTMENT, B-BLOCK, 1ST FLOOR, VIKAS SADAN, INA,NEW DELHI-110023 | 1 | N/A |

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

3. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

4. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

5. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

6. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

7. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.

3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---

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

Request for Qualification cum Request for Proposal

May, 2024

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 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.
3. 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.
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

DDA- Computerization of Sports Department

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 withintimation 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 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: ... September 2023

1. **Tender Scope** : E-tenders are invited for the Work as specified in the Data Sheet -1 at GeM (Government e Marketplace) 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 Computerization of Sports Department of 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 DataSheet-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 (Government e Marketplace) 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 (Government e Marketplace) Portal on or before the last date.

Yours sincerely,

Dy. Director (Systems) I,
DELHI DEVELOPMENT AUTHORITY

SECTION 3: INSTRUCTIONS TO APPLICANTS

Introduction

1. The Client (herein called—DDA) proposes to select an Agency for Computerization of Sports Department of DDA 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 EMD and/or Security Deposit and/or Performance Guarantee.
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

DDA- Computerization of Sports Department

- 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. Termination of Assignment: DDA will have the right to terminate the assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of Applicant, the DDA will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project.
9. The Applicant shall submit his Proposal in Electronic form on the GeM portal. In case EMD is submitted in form of Bank Guarantee, one cover containing original EMD shall be submitted in physical form before the-closing date of submission of Tender in the Tender Box available in the Office specified in the Data Sheet 1. Pre-Qualification Proposal, Technical Proposal and Financial Proposal shall be submitted only through GeM (Government e Marketplace) Portal. A copy of the EMD shall be uploaded on GeM portal.
10. Number of Proposals: No Applicant shall submit more than one Application.
11. 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.
12. 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 will be 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.
13. 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

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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.
14. 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 there in 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 endeavor 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 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 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 selection 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 no. of participants from an applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives 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 endeavor 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. Tenderers are required to deposit E-Tender Annual Charges and EMD of amount mentioned in the Data Sheet 1 through separate transactions with RTGS/NEFT to the accounts mentioned in Data Sheet 1. Details are as follows-
 - (i) The unique transaction reference (UTR) of RTGS/NEFT shall have to be uploaded by the prescribed date.
 - (ii) The Dy. Director (Systems) will get EMD verified from Sr. A.O Cash Main on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.
 - (iii) The unique transaction reference on RTGS/NEFT against EMD, E-Tender Annual Charges shall be placed online at specified location for Tender on the GeM Portal.
20. Alternate / Option for EMD deposit
 - (i) Earnest Money Deposit may also be deposited in the form of a Demand Draft/Bank Guarantee, from a scheduled Indian Bank in favour of officer mentioned in Data Sheet 1, for the sum as mentioned in the Data Sheet 1. The Bank Guarantee shall be in the format of Form E.
 - (ii) The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as <EMD [Tender ID], [name of assignment],[Name and Address of the Bidder]>
 - (iii) In addition, a scanned copy of BG/DD (in PDF format) shall also be uploaded on GeM (Government e Marketplace) Portal.
21. Miscellaneous regarding EMD–
 - (i) Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.
 - (ii) DDA will not be liable to pay any interest on Earnest Money Deposit.
 - (iii) Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by DDA.
 - (iv) The Selected Applicant's Earnest Money, if it is in form of BG, shall be returned, without any interest upon the Applicant accepting the work order and furnishing the

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Performance Security in accordance with provision of the RFQ cum-RFP and work order.

- (v) The Earnest money given by all the bidders except the lowest bidder will be refunded immediately after the deposit of Performance Bank Guarantee by selected bidder. However, no interest shall be payable on the Earnest Money.
22. DDA will be entitled to invoke the Earnest Money Deposit in regard to the RFQ - cum - RFP without prejudice to DDA's any other right or remedy under the following conditions:
- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ - cum - RFP (including the Standard Form of work order);
 - (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ - cum - RFP and as extended by the Applicant from time to time.
 - (iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security of specified amount within the specified time limit.
 - (iv) If the Applicant commits any breach of terms of this RFQ - cum - RFP or is found to have made a false representation to DDA.
 - (v) If the Applicant commits any act which can or which causes any loss to DDA.

Disqualification to participate in the tender process

- 23. 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.
- 24. 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 sub judice, nor (c) have had any agreement terminated for breach by such Applicant or its Associate but sub judice, nor (d) been expelled but sub judice from any project or agreement, nor (e) have had any agreement terminated for breach by such Applicant or its Associate but sub judice.. All blacklisted or debarred agencies summarily stand disqualified.

Preparation of proposal

- 25. 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.
- 26. In preparing their Proposal, Applicants are expected to thoroughly examine the RFQ cum - RFP Document.
- 27. Bid should be valid for the period mentioned in the Data Sheet 1.

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28. 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.
29. 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.
30. 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.
31. 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 DataSheet 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.
32. 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.

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- f. Applicants shall express the price of their services in Indian Rupees (INR) only.
33. 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.
34. 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

35. The Proposal shall be submitted through GeM 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 process 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.
36. The Authorized Representative of the Applicant should authenticate EMD Details, Pre - Qualification, Technical and Financial Proposal using his digital signatures.
37. Authorized Representative's authorization should be confirmed by a resolution/power of attorney by the Board /competent authority accompanying the Proposal (Pre - Qualification Proposal).
38. Only Proposals submitted On-line on GeM portal shall be opened. No Proposal shall be accepted after the closing time for submission of Proposals.
39. Documents to be submitted / uploaded in Technical Proposal are given in DataSheet-2
40. After the deadline for submission of Proposals, the EMD and (on-line) Technical- Qualification Proposal shall be opened by the Tender evaluation Committee. 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 portal at this stage. Similar will be the process for opening Financial Proposals of bidders who qualify Technical-qualification.
41. Preparation and submission of Financial Proposals-
- a. Schedule of price bid in the form of BoQ_XXXXX.xls
 - b. The Tenderers shall submit the Financial Proposal as provided in BoQ_XXXXX.xls alongwith 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 Proposal is Form N.

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42. 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 Proposal with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
43. 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.
44. Modification and Withdrawal of Bids: No bid may be altered/modified after submission to the DDA. In case, the Bidder does not submit the Offer as per terms and conditions, and / or modifies and / or withdraws offer, the entire amount of Earnest Money Deposit (EMD) would liable to be forfeited. Conditional bids shall not be entertained and shall simply be rejected.

Proposal Evaluation

45. 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 will be opened.
46. 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 and annual E-Tender Charges 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.

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47. 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.
48. **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 Proposals, the Committee constituted for the purpose of evaluation of the tenders, may find it necessary to visit the organizations where similar jobs have been done by tenderer and/or may confirm on phone the quality of performance and/or may visit tenderer's client premises/service Centre, where 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 shortlist 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.
49. **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.
50. The sum total of all costs (in Form N) shall be taken as the Financial Bid. The Applicant qualifying Technical criteria, and having the Lowest financial bid will be considered to be the Successful Bidder and will be issued the work order (the "Successful Bidder")

Grant of Work Order

51. After selection, a Work Order will be issued in duplicate, by the DDA to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the work order sign and return the duplicate copy of the work order in

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acknowledgement thereof. In the event, the duplicate copy of the work order duly signed by the Successful Bidder is not received by the stipulated date, the DDA may, unless it consents to extension of time for submission there of, 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 Bidder to acknowledge the work order.

52. 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 forfeit the EMD and Security Deposit 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.

53. Once the quotation of the Tenderer is accepted and the acceptance is communicated to the successful Bidder (“Successful Bidder”), the Successful Bidder shall present itself in the office of the DDA and shall execute an agreement within 7 (seven) days, as per Form P (Draft of Agreement).
54. Performance Guarantee and Security Deposit:
- 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 EMD (“**Security Deposit**”)
 - 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 the work order issued and under the Agreement, provide to the DDA, a legal, valid and enforceable performance guarantee 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 to 5 (Five) percent of the total cost of Financial Proposal under this Assignment (“**Performance Guarantee**”).
 - c. The Security Deposit and Performance Guarantee 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. Performance Bank Guarantee shall be in the form of an unconditional Bank Guarantee enforceable at any time and substantially in the form annexed with the work order (Form R).
 - e. For the Successful Bidder the Security Deposit shall be retained for the entire duration of the project. Initial PBG of 5% of the Tendered cost shall be retained for the entire contract period.
55. 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 and

security deposit will be forfeited also.

56. 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 Security Deposit and invoke the Performance Guarantee. The tenderer shall have no claim, whatsoever, for any compensation or any loss on this account.

Signing of Contract

57. 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 Successful 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

58. 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.
59. 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

60. 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

61. 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.
62. 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

63. 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, herein above 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 WORKORDER 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.
64. 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

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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

65. If the DDA, for any reason, whatsoever decides to terminate the contract, a written notice of termination to the Successful 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 Successful Bidder.

Termination for Default

66. Default is said to have occurred
- (a) If the Successful Bidder fails to accept the Work Orders
 - (b) If the Successful 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 Successful Bidder fails to perform any other material obligation(s) under the contract.
 - (d) If the Successful Bidder fails to maintain the secrecy.
 - (e) If the Successful Bidder in any manner causes any type of loss or damage to the record.
 - (f) If the Successful Bidder fails to execute the work in time and/or in accordance with the requirements of the DDA.
67. If the Successful Bidder defaults in the above circumstances, a cure period of 30 days will be given to the Successful 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

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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 resorted to. In the event of termination of contract the security deposit and PBG shall stand forfeited.

68. 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.
69. 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 Guarantee deposited by Successful Bidder will be forfeited.
70. If the contract is terminated due to violation of terms and conditions the Security Deposit and Performance Bank Guarantee will be forfeited.

Penalties

71. In case the Successful 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 Successful Bidder liable for penalty or liquidity damages as per the rate as mentioned in the "Data Sheet 5
72. Total liquidated damages to be levied on the Successful 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.

Liquidity Damages

73. In the event that
 - i) The Successful 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 Successful 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

74. 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.
75. 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.
76. 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.
77. 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.
78. 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, analyzed, processed or in whatever manner provided by the Applicant to DDA in relation to the assignment shall be the property of DDA.
79. The DDA reserves the right to make inquiries with any of the Applicants about their previous experience record.

Important Note

80. 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

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with and other necessary documents may be downloaded from GeM (Government e Marketplace) Portal (url mentioned in Data Sheet 1).

81. Intending agencies/tenderers need to register themselves on the GeM portal. Aspiring Tenderers who have not enrolled/registered in GeM (Government e Marketplace) portal should enroll/ register before participating through the GeM website.
82. Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document in an electronic tender on the GeM website/ portal.
83. Tenders and supporting documents should be uploaded through GeM (Government e Marketplace) portal. Hard copy of the tender bids will not be accepted.

Instructions for Online Bid Submission

84. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the bidders on the GeM (Government e Marketplace) portal is a prerequisite for e-tendering.
85. Bidder should do the enrollment in the GeM (Government e Marketplace) portal.
86. Bidder need to login to the site through' their user ID/ password chosen during enrollment/registration.
87. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/ TCS/ n Code/ e Mudra or any Certifying Authority recognized by CCA India on e Token/ Smart Card, should be registered.
88. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
89. Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
90. 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.
91. If there are any clarifications, this may be obtained through submission of the pre-bid queries to the Email ID mentioned in the data sheet 1, 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.
92. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the Token/Smartcard to access DSC.
93. Bidder selects the tender which he/she is interested in by using the search option.
94. 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.
95. 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

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.PDF/.xls/.rar formats. 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. It is advisable that each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through .rar format and the same can be uploaded, if permitted. However, if the file size is less than 1 MB, then the transaction uploading time will be very fast.

96. If there are any clarifications, this may be obtained through the site. 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 this 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.
97. Bidder should submit the EMD as specified in the tender. 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.
98. While submitting the bids online, the bidder should read the terms & conditions and accept the same to proceed further to submit the bid packets.
99. The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
100. 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.
101. 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.
102. 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.
103. If the price bid format is provided in a spread sheet file like BoQ_xxxx.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.
104. The bidders are requested to submit the bids through online e-tendering system to

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the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The 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.

105. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system 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.
106. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
107. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening.
108. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
109. The confidentiality of the bids is maintained since the Secured Socket Layer (SSL) 128bit encryption technology is used. Data storage encryption of sensitive fields is done.
110. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner **and not** by selecting the (X) exit option in the browser.
111. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document.

Applicable Law

112. 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.
113. 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

114. 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 shall be entitled to any type of loss or damage on this account.

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115. 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 to be kept informed about it.

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| Data Sheet | 4 | Milestones and Terms of Payment |
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DATA SHEET 1

1. Important Information / data

| Sl.No. | Section | Clause / para | Subject | Data |
|--------|---------|---------------|---|---|
| 1. | 1 | 6 | URL of DDA website | http:// www.dda.gov.in |
| 2. | 1 | 6 | URL of GeM Portal | https://gem.gov.in/ |
| 3. | 2 | 1 | Name of the work | E-tenders are invited for the Work as specified in the Data Sheet -1 at GeM (Government e Marketplace) 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, Government of India |
| 5. | 2 | 4 | Expertise required from the Agency | Should have Essential Knowledge and Expertise, Experience in operating and maintaining technology for automating bookings for sports clubs, 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 correspondence should be made | Sh. Nitin Joshi, Dy. Director (Systems)I, First Floor B Block, Delhi Development Authority Vikas Sadan, New Delhi 110023. Tel : 011- 24661470 Email:ddsystems7@dda.org.in |
| 7. | 2 3 | 6 15 | Officer to whom submissions/request for clarification may be addressed / sent | -same as above - |

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| | | | | |
|-----|--------|-------------|--|---|
| 8. | 3 | 9 | Address for Submission of original EMD (if mode of EMD is BG / DD) | -same as above- |
| 9. | 3 | 42 | Venue for opening of Bids | -same as above- |
| 10. | 3 | 17 | Venue of Pre-bid Conference | Auction Hall , Ground Floor, D Block, Vikas Sadan, INA, New Delhi |
| 11. | 3 | 19 | Account details for RTGS | RTGS should be made in the account of Sr. A.O. Cash Main, D.D.A having Account No. 1014042405(IFSC Code CBIN0282695) with CentralBank of India, Vikas Sadan, I.N.A. Branch, New Delhi – 110023 . |
| 12. | 3 | 19 | Amount of E-tender Annual Charges | The bidders who are not registered in DDA and wish to bid in DDA tenders are required to pay annual chargeof e-tendering of Rs. 20,000 and 18 % GST Rs 3,600 Total : Rs 23,600/- |
| 13. | 3 3 | 19 20(i) | Amount of EMD, PBG and Security Deposit | 1. EMD is INR - (Rs. 2,84,000 Only) 2. PBG is 5% of contract value. 3. Security Deposit is 5 % of contract value. |

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| | | | | |
|-----|--------------|--------|---|---|
| 14. | 3 | 20(i) | BG / DD to be made in favour of | A.O. Cash Main, DDA, NewDelhi, payable at New Delhi |
| 15 | 3 | 28 | Bid validity period | 180 days from date of opening of Technical bids |
| 16 | 2 | 6 | Selection Criteria | Technically Qualified and L1 in financial bid. |
| 17 | Data Sheet 2 | 2(7) | Minimum average Turnover required of the bidder | Seventy One Lakh for any 3 years out of the last 5 Financial Years |
| 18 | Data Sheet 2 | 2() | Project Experience | Bidder should be in the business of Development and Roll out of similar Software Application, its development, implementation, operation, maintenance for facility management and booking application, as of Bid submission Date. The bidder should have at least 5 (ongoing or successfully completed) facility management and booking software development projects of at least value Rs. Seventy One Lakh in last 3 financial years, 2 of which should be sports complex management projects of similar nature.. |
| 19 | Data Sheet 2 | 2(12) | Number of technically qualified manpower required | 20 |
| 20 | 5 | Form N | Minimum Technical Qualification for the resources deployed. | B. Tech or MCA |
| 21 | Data Sheet 4 | 20 | Project Duration | 8 Months (Development) + 3 Years O&M. (1+1) 2 Years extendable on the basis of satisfactory performance. |

2. Important Dates/ Tentative schedule for selection process:

| | | |
|----|--|-----|
| 1) | Release of this RFP (available on DDA Website and GeM portal) | T |
| 2) | Last date for submission of pre-bid queries / Request for Clarifications | T+5 |

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| | | |
|--|--|---|
| 3) | Pre-bid Meeting | T+7 |
| 4) | Uploading of Response / Corrigendum to the RFP document | T+12 |
| 5) | Bid Submission Start date | T+26 |
| 6) | Last Date for submission of bids [2 bids: Technical (T) and Financial/ Commercial (C)] | T+33 |
| 7) | Opening of Technical- Qualification(TQ) Bid | T+34 |
| 8) | Opening of Financial/ Commercial Bid (C) | Will be intimated To technically qualified bidders |
| T : T is the day on which RFP will be released on the GeM portal. | | |

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 cannot 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 | PageNo of thebid |
|------|---|---|------------------|
| (1) | Bidder 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 authorized representative | |
| (3) | In case of Consortium, documentary Proof and details of members | Not applicable as Consortium are not allowed for this bid. | |
| (4) | The 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 | 1) Certificate of Incorporation 2) Any documentary proof indicating that the bidder is in the business of developing/managing software solutions for sports facilities. 3) In case of Company, details of the Directors & shareholders and in case of partnership firms, details of | |

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| | | | |
|-----|---|---|--|
| | for at least three years as on 31 March 2023. | all the partners with registered partnership deed. Adhaar Card of all the Directors, shareholders, partners shall also be filed. | |
| (5) | The bidder should be registered with the Indian Service Tax department and carry a valid PAN. Also they should be registered with relevant regulatory authorities. | <ul style="list-style-type: none"> a. Copy of PAN b. Goods and Service Tax(GST) Registration c. EPF Registration d. ESI Registration | |
| (6) | 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. | |
| (7) | The bidder should have average annual turnover of more than such amount as mentioned in datasheet 1 from similar business for any 3 years out of the last 5 Financial Years. | <ul style="list-style-type: none"> A. Copy of the Audited profit and loss statement/ balance sheet/ annual report for for any 3 years out of the last 5 Financial Years, attested by Auditor / Company Secretary clearly mentioning the registration number. B. Certificate from Statutory Auditor/Company Secretary(mentioning the registration number) confirming the annual turnover for last 3 financial years ending on date mentioned in datasheet 1 in Form C. C. In case the bidder submits an un-audited financial result, a copy of the "Limited Review report" of financial results, prepared by the statutory auditor of the firm shall also be submitted. | |
| (8) | Bidder should be in the business of Development and Roll out of similar Software Application, its development, implementation, operation, maintenance for facility management and booking application, as of Bid submission Date. The bidder should have at least 5 (ongoing or successfully completed) facility management | <ul style="list-style-type: none"> A. Web links and mobile application confirming the same from such application to be provided. B. Work Order C. Work Completion certificate | |

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| | | | |
|------|--|--|--|
| | and booking software development projects of at least value Rs. Seventy One Lakh in last 3 financial years, 2 of which should be sports complex management projects of similar nature.. | | |
| (9) | Bidder should not be an entity which has been black-listed by India Government / any State Government / Local Body / PSU/ any other government institution for any fraudulent activities as on the bid submission date | Declaration in Form A | |
| (10) | Authorization | The bidders should submit 1. Board resolution (attested by statutory auditor / Company Secretary clearly mentioning the registration number) alongwith 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] | |
| (11) | Bidder must have such number of minimum Technically Qualified personnel in IT Software Development & maintenance related field and sports facility management, as mentioned in Data sheet 1. | Self declaration in this regard [FormA] | |
| (12) | Similar application should be working in at least two organization in the last three years. | Certificate of satisfactory operation to be provided by the bidder. | |
| (13) | Bidder will have to demonstrate its existing application in connection with membership or booking of sports facilities. | Soft Copy of PPT has to be submitted in the technical bid. Presentation to be given by the agency to DDA | |

DATA SHEET 3

SCOPE OF WORK

1. DDA intends to Develop/ customize and implement DDA Sports Facility Portal which will be a unified portal for the 20 sports complexes, 03 golf courses, mini sports complexes and multi-gyms developed & managed by DDA and any other sports complexes which may come under the management of DDA . DDA wishes to implement a unified online portal and mobile application which will enable citizens to:
 - a) Discover and register for various categories of membership of sports complexes and golf courses, on such online portal, on payment of the requisite membership fee.
 - b) Discover and book any facility including any playing slots with respect to any sports or book any ground, across any and all DDA sports complexes and golf courses, through such online portal.
 - c) Make payments for membership, for bookings, whether of grounds or any other facility and for payment of pay and play facilities at all sports complexes.
 - d) Access basic information about these sports complexes such as facilities offered, tariffs, availability of facilities, time schedules, and details of upcoming sports complexes and golf courses.
2. The Agency will be responsible for the following:
 - a) Web based Portal and mobile application to work, both on the Intranet and Internet - DDA Intranet Portal and DDA Internet Portal.
 - b) Modules for POS management, accounts management, SMS, email and reminders to be incorporated.
 - c) Pay and Play Booking Solution. Allow users to discover and register for different kinds of membership and also book any facility including any playing slots with respect to any sports or book any ground, across any and all DDA sports complexes and golf courses, through the online portal. Apart from online portal, Agency would also provide mobile platform for booking facilities.
 - d) Membership Management. Provide backend dashboard for DDA/Complex staff to manage bookings, collection of payment, membership reminders, membership dues etc. Provide ERP solution for the administrator to add and delete facilities and their charges at any time as well as to temporarily block booking of the facilities.
 - e) Access Control. Provide varied levels of access control over the online portal,

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to the DDA administration, facility managers, security staff and other authorized personnel of DDA, so that concerned staff can make required amendments / update information on daily basis, as and when required.

- f) Dedicated Support. Provide technical backup and support services. For this purpose, the Agency shall depute five staff member to be permanently stationed for one year at each zone and one staff member available at Siri Fort sports complex from 2nd year onward to provide real time support, troubleshooting solutions and all other necessary support to DDA.
- g) Customer Care Helpline. Set up a customer care helpline for handling customer queries relating to DDA's sports and golf complexes, with respect to tariff, availability, cancellation policy, rescheduling and all other queries.

3. DDA desires the following features in the web portal and mobile application :-

- a) Software Interface to be Intuitive and User - Friendly.
- b) Queries to be optimized in Databases to avoid Locking and Performance Degradation issues with large number of Users.
- c) Add more sports complexes and golf courses as and when they are developed and operationalized.
- d) Training of staff of each sports complex and golf course by the contracted agency.
- e) Permit Member Interaction using Login Section so that Members can access their respective Account details, view / update their contact details, submit a query and View / Pay their bills & payments online using secured Payment Gateway.
- f) Provide location-specific visual and factual information, availability of sports facilities, membership rules, Subscription and Charges, Contact Details etc.
- g) Provide option of which category of user can access which facilities for booking and when these facilities can be booked (the number of days in advance) Display a notice board with details of upcoming events, billing rates and booking for sports facilities etc. Members would be able to update (only) their contact details like telephone / mobile numbers, address, email ID, etc.
- h) Secured VPN (Virtual Private Network) with proper Security (SSL) and Firewalls should also be an integral part of the application to enable safe and secure transfer of data from Web Server to Local Server and vice- versa.

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- i) Facilitate the booking of sports facilities by indicating availability of slots, generate booking requests, and confirm bookings. Allow provisional bookings on cancellation, after online payment and receive confirmation of the same through Email / SMS.
- j) All types of reports should be generated real time for MIS.
- k) Different levels of admin should have specific delegated powers.
- l) Eligibility criteria for various types of membership should be clearly mentioned.
- m) Provision for uploading mandatory documents for various types of membership, i.e. permanent, tenure, temporary, monthly for school children, government, senior citizens, special temporary membership, etc. should be available.
- n) Provision for exemption of monthly subscription / entry fee should be provided.
- o) Provision for deletion / cancellation of membership on member's request or due to non-payment of monthly subscription.
- p) Provision for restoration of cancelled membership.
- q) Provision to add and delete dependent members.
- r) Absentee / outstation members – Changes, updation and criteria for the same be included.
- s) Updation of members personal details by management or member, such as address, mobile number etc.
- t) Transfer of membership from one complex to another and in respect of spouse due to death of member. Rules regarding transfer of membership to be specified.
- u) Provision for booking facility for banqueting and catering.
- v) Provision for booking and payment for coaching for various sports facilities by members and non-members.
- w) Migration of existing data to new software.
- x) For Golf courses, provision for issuing handicap certificates, making foursomes for tee off and allowing addition of single player in foursomes which are incomplete.
- y) Provision for change of tee off timings as per seasonal variation in day light hours for golf courses.
- z) Third party data security should be ensured and a clause to this effect be incorporated.

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4. Solution proposed should be integrable with the DDA IT ecosystem using APIs.
5. If data in any form is required at any time the same would be shared by the Agency. There should also be provision to download the same by the Management.
6. The web portal will provide access only to bona fide Members through their unique Login ID and Password. Members will view their respective bills, Balance available and can also deposit money through payment gateway using their Credit / Debit Card and Net Banking.
7. A Notice board with details of upcoming events, billing rates and booking for sports facilities etc. will be created. Members would be able to update (only) their contact details like telephone / mobile numbers, address, email ID, etc.
8. Content Management System (CMS) should be the integral part of the complete Web Development so that concerned staff can make required amendments / update information on daily basis, as and when required.
9. Exit plan after completion of O & M: Exit plan should be provided by the selected agency after completion of O & M services.
10. No sub-contract of the entire work would be admissible.
11. The Automation Software should comprise of the following Software Modules: -
 - a) Admin & Security Module
 - b) Membership Management Module
 - c) Point of Sale (POS) Management
 - d) Accounts Management with TALLY ERP 9 Integration
 - e) SMS & Email Alerts & Reminders
 - f) Reception (Query Handling & Access Control)
12. Detailed Timelines for the project :-
 - a) SRS Document & Home Page Module. (Total 30 days)
 - i. SRS Document.
 - ii. Home Page.
 - b) Membership Module. (Total 30 days)
 - i. New Membership Form.
 - ii. Membership Approval Module.
 - iii. Transfer Membership.
 - iv. Transfer Membership to Associate.
 - v. Absentee Module.
 - c) Payment Module. (Total 30 days)
 - i. Membership Payment Collection.
 - ii. Monthly Membership Collection.
 - iii. Payment Integration.
 - iv. Payment Reminders.

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- d) Integration Module. (Total 30 days)
 - i. Tally Integration
- e) Super Admin Module. (Total 20 days)
 - i. Admin Panels Membership / Payment Module.
 - ii. Admin Panel for Game Booking.
- f) Training & Documentation. (Total 10 days)
- g) Support Module. (Total 10 days)
- h) Booking Module. (Total 20 days)
 - i. Online Booking.
 - ii. Cancellation Booking.
 - iii. Play Ground Booking.
 - iv. Swimming Booking.
 - v. Gym Booking.
- i) Coaching Module. (Total 5 days)
- j) Data entry of existing records (Parallely to be done along with other activities)
- k) Migration of Existing Database. (Total 5 days)
- l) Daily Entry. (Total 5 days)
- m) Multiple Reports. (Total 5 days)
- n) UAT. (Total 10 days)

Total - 210 days (approx. 7 months).

13. Development Platform.

- Open Source Java/ PHP Technology stack as recommended by OTC /.Net platform
- Open database Technology – MySQL, PostgreSQL etc.

14. Project Deliverables.

- a) Software Requirement Specifications.
- b) Software Design Description.
- c) Source Code
- d) Test cases/Reports.
- e) Security Audit Clearances.
- f) User Documentation.
- g) Upgrades and Release Notes.

15. Data Security: Bidder must have security controls in place to protect sensitive and/or confidential information of the data in the proposed solution. The solution proposed by the Bidder must have the ability to support encryption of sensitive/confidential information. The Bidder must ensure that the execution of the contract, including the solution must be in compliance with all applicable legal and regulatory requirements.

16. Non-Disclosure of Data: The Bidder may not disclose Confidential Information to any third party under any circumstances.

17. A deviation of 25% is permissible in the total scope of work at the same rates, terms and conditions.

18. The software should allow integration with other applications of DDA through APIs for seamless data transfer.

19. Bidder shall seek security certification from CERT empanelled agency at its own cost before go live.

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20. The source code and data will be the ownership of DDA at all stages, and the bidder shall provide undertaking regarding the same.
21. At no place in the application icon/ screens/ anywhere else, the bidder may be allowed to use its name or logo. Only DDA and sports/ systems departments be shown as owners of the application.

Data Sheet 4**Milestones and Terms of Payment to the Selected Agency**

Various Stages of the project, the Milestones and Terms of Payment for Part A in Form N are mentioned as below

| S. No | Stage | Primary Deliverables | Milestone Completion Time (in months) | Payment Schedule/ Milestone |
|-------|---|--|---------------------------------------|---|
| 1. | System Study Conduct System Study Preparation of SRS and finalizations of SRS, DDA Sign off Software Requirement. Submit the SRS (Software Requirement Specification) document to DDA for a signoff. | SRS document duly approved by Sports Department | TD +01 Months | 10% of Part A (1) in Form N |
| 2. | Customization / Development of the Software Includes Development /Customization, Configuration, and Deployment of Automated Business Process System, Merging Historical Data, Deployment and UAT sign off. Also includes Data Collection and Migration of the Legacy Data with DDA signoff. | Developed/Cust omized Solution, test cases for UAT and Legacy Data Migration | TD +07 Months | 25% of Part A (1) in Form N |
| 3. | Date entry of the member form as per Annexure 1 | Information of the members in the solution (Approx. 70,000) | TD + 7.5 Months | Based on quantity of actual data entry as per satisfactory report from sports department. |
| 4. | Application Training & submission of soft copies of Tutorials, Help Manuals & Training Videos. | Training Report, Manuals, tutorials etc. | TD + 7.5 Months | 15 % of Part A(1) in Form N |
| 5. | Security Audit and System Go-Live | Audit Certificate, 05 successful cases in Live Environment | TD + 08 Months | 50 % of Part A (1) in Form N |

TD : Date of Award of Letter

Various Stages of the project, the Milestones and Terms of Payment for Part B in Form N are mentioned as below

The eligible PART B charges from the date of Go-Live of application shall be paid based on satisfactory performance on a quarterly (3 Months) basis. After completion of each quarter , the service agency shall submit a pre-receipted bill at the end of each quarter, for payment. The invoices should be submitted along with complete details of the work undertaken during the month(s), Satisfactory Certificate from user department, supporting documents and bills as well as

DDA- Computerization of Sports Department

documentation in support of the bill. All applicable statutory deductions such as Income Tax, Cess etc shall be made through the bill. Rates are inclusive of all taxes/duties and any other charges.

No extra payment shall be made on any account including for visits to various offices of DDA.

Data Sheet 5:- PENALTIES

1. In the event that
 - 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 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 percent) 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.

2. If application comes to standstill on account of failure of the application software or RDBMS or OS and does not get resolved by next working day then a penalty equivalent 5% of the pro-rata amount payable for the month in respect of that application shall be deducted for the loss of every day. In case the application does not become operational the next morning and even beyond DDA would be free to impose the above penalty for each day loss and in addition may call for experts from open market to resolve problem at the risk and cost of the service provider.
3. In case the performance of service provider is not found satisfactory during the period of contract, Performance Bank Guarantee will be invoked by DDA.
 - In case the service provider 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, an amount equal to 1% of the total contractual amount of work for one year or lesser amount as the Pr. Commissioner (Systems) may decide for every day that service provider delay in starting / taking over of the work. The decision of the Pr. Commissioner (Systems) shall be final and binding unless reasonable grounds are shown in writing during the weekly review meetings.
 - In case the service provider are not able to depute the personnel of the skill and experience level as required then service providers shall also pay penalty for delay in services @ Rs 2000/- per person per day of the delay in schedule agreed mutually.
 - In case the performance of service provider is not found satisfactory during the period of contract , Performance Bank Guarantee will be invoked by DDA. Pr. Commr.(Systems), DDA shall have the right to invoke Performance Bank Guarantee at any time. The tendered shall have no claim for any compensation or any loss on this account.

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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,

2. 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].
3. 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).
4. 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.
5. 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.
6. 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.
7. I / We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.
8. I am / We are bidding as [Sol e bidder] for this tender

9. 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.
10. This statement is made for the express purpose of appointment as the Agency for theaforesaid Project.
11. I / We shall make available to DDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
12. 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.
13. 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.
14. I / We declare that:
 - We do not have any conflict of interest in accordance with the terms of the RFQ - cum -RFP.
 - 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
 - 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.
 - We confirm that our company is 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.
 - We undertake to always maintain the secrecy of all the Records.
 - We shall always ensure that every care is taken to minimize the losses

under all circumstances.

- We have done our due-diligence and have duly checked all the contingencies which can affect the satisfactory commencement of completion of work.
- We shall not hold DDA responsible for any loss or damage which may be caused because of any such unforeseen contingency or factor and affect the work
- We undertake to submit the bills along with all the required documents and 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.
- We acknowledge that this RFP and all clarifications, corrigendums etc issued by DDA shall always form part of the Agreement and shall be binding upon us.

15. 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.

16. I/ We certify that in regard to matters other than security and integrity of the country: -

- 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.
- 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 we have not been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case maybe, 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 woundup, 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 indicating 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 bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

33. I (Sole Bidder) have [mention number] number of technically qualified manpower in IT and sports facility management related field , capable to execute this project, on the rolls of the company as on the date of submission of bid and [mention number] of sports facility clients using our software.

34. 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, on Non-Judicial Stamp Paper (INR 100) purchased by Bidder.

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 and 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 a part 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 can be taken for banning of business dealings / holiday listing of the Bidder /Contractor as deemed fit by the Principal / Owner.
3. If the Bidder / 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.

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 Agency)

.....

(For and on behalf of Principal/ Owner)

WITNESSES:

1.

.....

(Signature, name and address)

2.

(Signature, name and address)

Place:

Dated:

FORM C:

Chartered Accountant Certificate for Turnover

(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 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 of M/s [Company name] as at the end of said financial years and the average turnover for the said years was as below.

| Financial Year | Turnover from business |
|------------------|------------------------|
| | |
| | |
| | |
| Average Turnover | |

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 (the 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 of 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 this 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 [date 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

FORM D:

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 Legislation 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 fulfilment 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 any time 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 Sports Facilities on-boarded using similar software rolled out by the Bidder for this purpose**

(PART 1) – Consolidated Statement

(To be submitted on firm's letter head)

| Name of Sports Facility | Name of Work | Date of Award of work | Number of bookings made on the bidder's platform |
|-------------------------|--------------|-----------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |

Signature of Authorised

 Signatory Date

Form G:

Technical Proposal Submission Form

To
Dy Director (Systems)
Delhi Development Authority Vikas
Sadana New Delhi-110007

[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

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 done by the Bidder for our clients

Name and Address of Client:

Work Order date :

Work Completion date:

Title of Work:

url / access to the application:

Context in which the work was undertaken Nature of services provided:

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-

| SN. (a) | Items (b) | Quantity (c) | Unit Rate in INR (d) | Total Amount (e) | GST Rate (f) | Total Commercials with GST (INR) |
|--|---|-----------------|----------------------------|------------------------|--------------------|-------------------------------------|
| Part A | | | | | | |
| 1. | Supply, develop/customization, implementation and time to time Training of DDA Sports Portal and mobile application including Booking, Membership and Payment Modules etc. for Sports Department of DDA | 1 | | | | |
| 2. | Date entry rate per member as per Annexure 1 attached. | 70,000 | | | | |
| PART B | | | | | | |
| 3. | Monthly Operational Manpower On Support during Operation And Maintenance period (Five Manpower (Onsite) with Qualifications as per Data Sheet 1) for 1 st Year post go live.4 | 60 | | | | |
| 4. | Monthly Operational Manpower On Support during Operation And Maintenance period (One Manpower (Onsite) with Qualifications as per Data Sheet 1) for 2 nd Year and 3 rd Year post Go live. | 24 | | | | |
| 5. | Monthly Maintenance Support for software application post Go live. | 36 | | | | |
| 6. | Monthly Amount for Dedicated Customer Care services (Tue-Sun between 5 AM to 9 PM) post Go live. | 36 | | | | |
| Total Amount (INR) (Part A+ Part B) | | | | | | |

| | | |
|--|---|--|
| | OUR FINANCIAL PROPOSAL (INCLUSIVE OF ALL TAXES) THEREFORE IS | |
| | Total Amount incl Tax | |
| | Total Amount in Words | |

Our Financial Proposal shall be binding upon us up to the 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 tenderdocument.

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:

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 your 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 your proposal as set out in your 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 DDA 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 ₹xxxxxxxxxxx/ - (Rupees xxxxxxxxxxxxxxxxxxxxxxxx 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

FORM P
Form for Agreement

AGREEMENT

THIS AGREEMENT is made on the..... day of2024 at Delhi, India

BETWEEN

The <Delhi Development Authority > Statutory Authority created by Delhi Development Act, 1957 having its office at Vikas 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 “ Subject _____
 _____”
- (b) The AGENCY had submitted its proposal dated 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 such services and the AGENCY has agreed to provide 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 Dated
- 2) All the terms and conditions as mentioned in the RFP cum RFQ (tender document) vide no. Dated..... are ipso facto applicable under this Agreement.
- 3) The following documents shall form part of this Agreement and be read and construed accordingly: -

| | | |
|---|--|--------------|
| a | Price Details | Annexure-A |
| b | Tender Document (RFP) | Annexure-B |
| c | Corrigendum issued by DDA on the Tender Document | Annexure – C |
| d | Technical Bid submitted by Agency | Annexure - D |

- 4) 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.
- 5) 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, in conformity in all respects with the provisions of this Agreement/Tender Documents.
- 6) The DDA hereby covenants to pay the Agency in consideration of the provision of 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.
- 7) The total value of the Contract shall not exceed ₹xxxxxxxxxxxxx/ - (Rupeesxxxxxxxxxxxxxxxxxxxxxxxxxxxx Only) (GST extra as applicable).
- 8) This agreement shall be effective from dd/mm/yyyy (hereinafter “Effective Date” i.e. the date of signing of this Agreement and shall remain valid till completion of the project.

Commencement, completion, modification and termination of this Agreement:

- 9) Effectiveness of this Agreement: The Agreement shall come into effect from the Effective Date i.e., from the date of signing on this Agreement.
- 10) Commencement of Services: The Agency shall commence the Services from the date this Agreement comes into effect, or such date notified by the DDA.
- 11) Term of this Agreement: Unless terminated earlier pursuant to relevant clauses herein, this Agreement shall expire when Services have been completed as per the Delivery Schedule provided in Schedule/ Milestone and all payments have been made or the Services in accordance with the terms of this Agreement.
- 12) Modification: Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services or of the Agreement Price, may only be made by

written agreement between the Parties.

Obligations of the Agency

- 13) **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 Agreement 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.
- 14) **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 Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement; and
 - b) After the termination of this Agreement, such other activities as may be specified in the Scope of the project.
- 15) **Confidentiality :** The Agency, their sub -consultants, and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Agreement, disclose any proprietary or confidential information relating to the Project, the Services, this Agreement or the DDA's business or operations without the prior written consent of the DDA.
- 16) **Liability of the Agency:** Subject to additional provisions, if any, provided herein the Agency's liability under this Agreement shall be as provided by the Applicable Law.
- 17) **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 Agreement 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 the Agreement Price payable 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).
- 18) If the Agency fails to complete the Assignment, within the period specified under the Delivery Schedule, the Performance Guarantee and Security Deposit is liable to be forfeited in full or part in case of under performance and undue delays in performance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by DDA.
- 19) 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.
- 20) The agency shall handover the documents, records, etc. in its possession/control for the purpose of execution of contract to the purchaser upon demand, or on completion of work, as the case may be.
- 21) If the agency does not start the work or does not perform the assigned work properly and/or in time, it shall be dropped from the list of approved/ shortlisted agencies & its deposits including performance guarantee, security deposits etc shall be forfeited. Such agencies shall be debarred for tendering for a period of 3 years in DDA.

Obligations of the DDA

- 22) Assistance and Exemptions: The DDA will use its best efforts to ensure that the Government will provide the Agency with work permits and such other documents as necessary to enable the Agency to perform the Services:
- 23) 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

- 24) 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.
- 25) Advance payment will not be considered.
- 26) 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, towards 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), Satisfactory certificate from user department, 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.
- 27) 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.
- 28) Currency: The price is payable in Indian Rupees.
- 29) 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 Agreement.
- 30) If the Agency does not make any demand for reconciliation in respect of any claim, in writing, within 30 (thirty) 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.
- 31) 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 along with documents, same shall not be considered as valid for any purpose and no interest, whatsoever, shall be paid thereon.

Assignment and Charges

- 32) The Agreement 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.
- 33) The DDA is entitled to assign any rights, interests and obligations under this Agreement to third parties at the risk & cost of the agency in case of non compliance of the terms of this agreement & inordinate delay in completion of

project/ assignment.

Force Majeure

- 34) 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.
- 35) 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.
- 36) 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 (twenty one) days from the date of occurrence and termination thereof.
- 37) No Breach of Agreement: The failure of a party to fulfill any of its obligations under this Agreement and the Work Order issued shall not be considered to be a breach of, or default under this Agreement 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 Agreement, 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 Agreement.
- 38) 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 nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.
- 39) Obligations under the Agreement and the issued Work Order shall be resumed as soon as practicable after such event has come to an 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 this Agreement is prevented or delayed by reason of any such event for a period exceeding 60 (sixty) days, the DDA may, at his option, terminate the Agreement.
- 40) Extension of Time: Any period within which a Party shall, pursuant to this Agreement, 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.
- 41) 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 Agreement, 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

- 42) By the DDA: The DDA may terminate this Agreement, by issuing a written notice of termination to the Agency, upon occurrence of any of the events specified in this clause:
- a) if the Agency does not remedy a failure in the performance of their obligations under the Agreement and the work order issued, 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 becomes 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 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;
 - e) 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 Agreement;
 - f) if the DDA, in its sole discretion and for any other sufficient reasons/ grounds reason whatsoever, within a period of fifteen (15) days decides to terminate this Agreement.
- 43) Subject to clause 18 of this Agreement, any functionality which is neither in the tender document nor explicitly specified in the scope of work, either by accident or by design, will not be considered to be a breach of contract, such that the Agency must be liable for legal actions and be charged for damages.
- 44) DDA may, at any time, terminate this Agreement by giving four weeks written notice to the Agency, without any compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent.
- 45) Payment upon termination: Upon termination of this Agreement, 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) If the Agreement is terminated pursuant to Clause 41 a), b),d),e) or f), the Agency shall not be entitled to receive any agreed payments upon termination of the Agreement. However, the DDA may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the DDA. Under such circumstances, upon termination, the DDA may also impose liquidated damages as per the provisions of relevant clauses of this Agreement.
 - c) The Agency will be required to pay any such liquidated damages to DDA within 30 (thirty) days of termination date.

Severability:

- 46) If for any reason whatever any provision of the Agreement 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

- 47) 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.
- 48) 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/Performance 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/Performance 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

- 49) 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.
- 50) Except in the case of Gross Negligence or Will full 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 Agreement Price 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.
- 51) This limitation of liability slated in this Clause, shall not affect the Agency's liability, if 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 in executing the work or in carrying out the Services.
- 52) The Agency shall always indemnify the DDA for all types of losses, damages and accidents etc.
- 53) 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.

- 54) 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 Agreement and which causes harmful consequences to life, personal safety 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) "Will full Misconduct" means an intentional disregard of any provision of this Agreement 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

- 55) 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 discharge of their duties in the fulfilment of the Agreement. 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 fulfilment of this Agreement.
- 56) 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 fees 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 Agreement and work order (collectively —Indemnified matter).
- 57) 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,
- 58) The obligations to indemnify 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.
- 59) The foregoing provisions are in addition to any rights which the DDA may have at common law, in-equity or otherwise.
- 60) 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.

- 61) 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.
- 62) 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.
- 63) All claims regarding indemnity shall survive the termination or expiry of the Agreement.

Settlement of disputes

- 64) “Notwithstanding any other practice in existence or any prior agreement or written negotiations having taken place, or any tender condition, or any other clause or covenant in this agreement or any document referred to in this agreement, any provision in the GCC or CPWD Manual, or any circular, guideline, direction or any rule or regulation, it is hereby agreed that any dispute between the parties to this agreement shall be resolved by decision of the courts at Delhi and the dispute shall not be resolved by way of arbitration or any other alternate dispute redressal mechanism.”

Notices

- 65) Unless otherwise stated, notices to be given under the Agreement including but not limited to a notice of waiver of any term, breach of any term of the Agreement and termination of this Agreement, 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.
- 66) 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

- 67) In case of Bespoke 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.

- 68) 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 product/ source code with its full rights shall be handed over to the DDA.
 - d) 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.
 - e) 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.
 - f) Documents Prepared by the Agency to be the Property of the DDA: All data , lists , designs, reports, o ther 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.

Warranties for Software/ Application

- 69) The Agency represents warrants and covenants that on the acceptance date, the online portal will be free of material programming errors and will operate and conform to the respective software's documentation including, inter alia, SRS (System Requirement Specification) and other manuals. The Agency also represents warrants and covenants that the medium on which the software is contained when licensed and delivered to the DDA, will be free from defects, virus, bugs and other programming errors.

- 70) The Agency represents warrants and covenants that the Technical Documentation delivered to the DDA for the system will be sufficient to allow a reasonably knowledgeable information technology professional to maintain and support such software. The Agency represents warrants and covenants that the user documentation for the Software/Application licensed to the Authority will accurately describe in terms understandable by a typical end user the functions and features of the Software/Application and the procedures for exercising such functions and features.

Publicity

- 71) 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 Guarantee

- 72) In the event where due extension of this Agreement is allowed and the validity of Performance 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 Performance Guarantee, whichever is earlier, provide a fresh unconditional and irrevocable bank guarantee as Performance Guarantee for the same amount as existing Performance Guarantee, or the Performance Guarantee shall be extended accordingly such that the Performance Guarantee remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment.
- 73) If the DDA shall not have received an extended/ replacement Performance Guarantee in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Guarantee, 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 Guarantee whereupon, subject to the terms of this Agreement, the DDA will refund to the Agency the full amount of the bank guarantee, unless the DDA has drawn upon the Performance Guarantee in accordance with the provisions of this Agreement, 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.
- 74) The DDA will return the bank guarantee provided as Performance Guarantee to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Agreement, the Performance Guarantee will, 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.
- 75) The DDA shall have the right to claim under the Performance Guarantee and 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 Clause 42 of this Agreement;

- c) any material breach of the terms hereof; and/or
- 76) Without prejudice to paragraph above, if the Agency fails to extend the validity of the Performance Guarantee or provide a replacement Performance Guarantee in accordance with the provisions of this Agreement, the DDA shall have the right to terminate the Agreement forthwith and the Agency shall have no claim over the payments due to it.

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 :

Date :

Place : New Delhi

Place : New Delhi

In the presence of:

In the presence of:

Signed :

Signed :

Name :

Name :

Date :

Date :

Place : New Delhi

Place : New Delhi

| | |
|--------------|--|
| Annexure-A | Price Details |
| Annexure-B | Tender Document/ Corrigendum |
| Annexure – C | Corrigendum issued by DDA on the Tender Document |
| Annexure - D | Technical Bid submitted by Agency |

Form Q**INDEMNITY BOND**

THIS BOND is made on this day of, 2024 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....., 2021 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)

Witness

:1.

2.

FORM R

Form of Bank Guarantee for Performance Guarantee

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

Ref.: Bank Guarantee:

Date:

Dear

Sir,

Inconsideration 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 registered 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, resulting in a Work order valued at Rs.[amount in figures and words] for (Scope of Work) (hereinafter called the 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](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the DDA immediately on demand an or, all monies payable by 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 protest 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 continue 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 conditions 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 any time in any manner, and either to enforce or to forbear

to enforce any covenants, contained or implied, in the Work Order and Agreement 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.
whichever is not applicable.

Dated Strike out,

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.

Form-Y

Form for submission of Pre-Bid Query

Name of the Organization:

Address:

Contact Person (Name, Designation): E-mail:

Mobile No:

| Pre- Bid Query No. | RFP Document | | | Content of RFP requiring Clarification(s) | Points of clarification | Suggestions for Consideration |
|--------------------------|----------------------|---------|---------|---|----------------------------|----------------------------------|
| | Section / Form No | Para No | Page No | | | |
| | | | | | | |

ANNEXURE 1

Member Profile

[REDACTED]

Personal Details

Smart Card No.

[REDACTED]

Date of Membership

17 Feb 2010

Valid Up To

4/5/2066 12:00:00 AM

Membership Type

Individual Membership

Membership Category

Indian Citizen

Application No.

7451

Membership No.

[REDACTED]

Member Name

[REDACTED]

Date of Birth

[REDACTED]

Father/Mother/Spouse Name

[REDACTED]

Gender

Male

Mobile No.

[REDACTED]

Marital Status

Married

Nationality

Indian

Photo ID/Aadhaar/Voter ID/CGHS.

Email Id

[REDACTED]

Education Details

Qualification

[REDACTED]

University/Board

[REDACTED]

Passing Year

0

Favourite sports

[REDACTED]

Residential Address

Resident Address

[REDACTED]
DELHI

Pincode(R)

[REDACTED]

Phone No.(R)

[REDACTED]

Correspondence Address

Office/Correspondence Address

[REDACTED]

Pincode(O)

1100

Phone No.(O)

[REDACTED]

Occupation

[REDACTED]

Occupation Details

[REDACTED]

Dependant Details

| # | No Of Dependents | Action |
|---|------------------|----------------------|
| 1 | 2 | View |

Dependant Details

| Sr# | Dependant Name | DOB | Relation | Complete_21/60 | Age | Date |
|-----|----------------|------------|------------|----------------|------------|------------|
| 1 | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | 17/02/2010 |
| 2 | [REDACTED] | 17/02/2008 | Son | [REDACTED] | 16 | 14/03/2010 |

Monthly Subscription

Membership No. :

[REDACTED]

Date Of Membership :

17 Feb 2010

Member Name :

[REDACTED]

Membership Type :

Individual Membership

Member Category :

[REDACTED]

Sub Category :

Others (Non Service)

Date Of Birth :

[REDACTED]

Completion 60 Year :

[REDACTED]

No of Dependants :

2 [View](#)

Previous Payment Details

| # | Payment Date | Date From | Date To | Payment Status | Subs. Amount | GST(18%) | Total Amount | Action |
|---|--------------|------------|------------|----------------|--------------|------------|--------------|-------------------------|
| 1 | 26-05-2023 | 01-10-2022 | 30-09-2023 | Cash | [REDACTED] | [REDACTED] | [REDACTED] | Receipt |
| 2 | 17-12-2023 | 01-10-2022 | 30-09-2023 | Cash | 2779.00 | 639.60 | 3418.60 | Receipt |
| 3 | 05-11-2023 | 01-10-2021 | 30-11-2022 | Cash | 1581.00 | 358.40 | 1939.40 | Receipt |
| 4 | 03-10-2020 | 01-10-2020 | 30-11-2021 | Cash | 239.00 | 53.60 | 292.60 | Receipt |

Payment Details

Payment Date :

12-04-2024

Pay From Date :

01-10-2024

Pay To Date :

31-12-2024

Select Payment Period

3 Months

| # | Date From | Date To | Player Name | Rate | Months | Subs. Amount | GST(18%) | Total Amount |
|---|------------|------------|-------------|--------|--------|--------------------|----------|--------------|
| 1 | 01-10-2024 | 31-12-2024 | [REDACTED] | 101.69 | 3 | 305.07 | 54.91 | 359.98 |
| 2 | 01-10-2024 | 31-12-2024 | [REDACTED] | 101.69 | 3 | 305.07 | 54.91 | 359.98 |
| 3 | 01-10-2024 | 31-12-2024 | [REDACTED] | 211.86 | 3 | 635.58 | 114.40 | 749.98 |
| | | | | | | Late Fee Charges : | | 0.00 |
| | | | | | | Round Off : | | 0.06 |
| | | | | | | Total :: | | 1470.00 |

Booking History

Booking History

Coaching History

Re-Booking Details