

DELHI DEVELOPMENT AUTHORITY DDA SPORTS WING

**Request for
Proposal**

Name of Work: To **engage** professional catering agencies for banquets/ parties at sports complexes of DDA.

Particulars	Date	Time
Floating of RFP on CPP Portal	08.06.2024	
Visit of Sports Complexes	09.06.2024 to 21.06.2024	10 a.m. to 4 p.m.
Pre-bid query Meet at Qutab Golf Course Conference Hall	14.06.2024	11 a.m.
Bid submission starts	08.06.2024	01 p.m.
Bid submission ends	21.06.2024	10 a.m.
Technical Bid opening	22.06.2024	11 a.m.
Financial Bid opening	To be notified later	

This schedule is tentative and can be changed as per discretion of DDA.

Earnest money deposit: (per sports complex)	Rs. 8,27,366/- (for each sports complex) shall be deposited through RTGS/ NEFT in the account of "CAU SPORTS, DDA (EMD Account)" having account No. 1614159849 with "Kotak Mahindra Bank, Gulmohar Park, New Delhi-110049, (IFSC:KKBK0000184).
Time Period:	3 years

**DELHI DEVELOPMENT AUTHORITY
DDA SPORTS WING**

Online tenders are invited through e-tendering mode on behalf of Vice Chairman, Delhi Development Authority, for the following work from eligible agencies satisfying eligibility criteria. Bids not uploaded in accordance with the prescribed manner will not be accounted for at all.

Name of work: To engage professional catering agencies for banquets/ parties at sports complexes/golf courses.	List Of Venues:
Objectives	
a. Provide banquet/ party facilities at various DDA sports complexes	a. Rashtriya Swabhimani Khel Parisar, Pitampura b. Commonwealth Games Village Sports Complex c. Yamuna Sports Complex d. Dwarka Sector-11 Sports

<p>available for booking by members of these complexes as well as non-members.</p> <p>b. To provide additional facilities at the existing sports complexes.</p> <p>c. To create sought after banquet/ party venues at these sports complexes which already have necessary aesthetic and open ambience.</p> <p>d. To provide multiple options for banquet/ party cuisines at each venue.</p>	<p>Complex</p> <p>e. Qutab Golf Course (vacant site along Phirni Road and next to Maruchi Restaurant)</p> <p>f. DDA Roshanara Club</p> <p>g. Chilla Sports Complex</p> <p>EMD: Rs. 8,27,366/- (for each sports complex)</p> <p>Time Period: 3 years</p>
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DDA reserves the right to reject the whole or any part of the tender without assigning any reason.

Downloading Tender Documents

Tender document can be downloaded free of cost from CPP Portal and website of www.dda.gov.in

Disclaimer

1. Though adequate care has been taken while preparing the tender document, the bidders shall satisfy themselves that the document is complete in all respect. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any bidder during the time designated for pre-bid queries, it shall be considered that the tender document is complete in all respect.
2. Delhi Development Authority (DDA) reserves the right to modify, amend or supplement this tender document.
3. While this tender document has been prepared in good faith, neither DDA nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender document, even if any loss or damage is caused by any act or omission on their part.
4. The issue of this tender document does not imply that DDA is bound to select a bidder or to appoint the selected bidder (as defined hereinafter) and DDA reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.
5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid.
6. This tender is not an agreement or an offer by the DDA to prospective bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in the formulation & submission of their proposals pursuant to this tender.
7. This tender may not be appropriate for all persons, and it is not possible for the DDA and its employees to consider the objectives, technical expertise and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements, and information contained in this tender may not be complete, accurate, adequate, or correct. Each applicant should, therefore, conduct its own appraisal and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this tender and obtain independent advice from appropriate sources. Information provided in this tender to the applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

8. The DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
9. The DDA and its employees/ advisors make no representation or warranty and shall have no liability to any person including any applicant under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this selection process.
10. The DDA also accepts no liability of any nature, whether resulting from negligence or otherwise, however caused arising from reliance of any applicant upon the statements contained in this tender.
11. The DDA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this tender.
12. Any re-categorization of Circle Rate Category for any sports complex can be done by DDA based on the relevant circulars of GNCTD. The bidder cannot claim relief based on such re-categorization.

Instructions to Bidder & Eligibility Criteria

1. DDA is inviting e-tender/ bids from suitable bidders to **identify** professional catering agencies for banquets/ parties at Yamuna Sports Complex (YSC), Dwarka Sector-11 Sports Complex (DSC-11), Rashtriya Swabhiman Khel Parisar (RSKP), Qutab Golf Course (vacant site along Phirni Road and next to Maruchi Restaurant), Commonwealth Games Village Sports Complex (CWGVSC), DDA Roshanara Club and Chilla Sports Complex.
2. After floating the RFP, time would be given (as per Tender Schedule) to the interested agencies to visit and inspect the sites. They may contact the Secretaries of the respective sports complex/golf course:

Secretary (YSC):

Col. Nawab Singh (Retd):

Mob. 8588040422, Land Tel. 011-68227182

Secretary (DSC-11):

Col. Anuj Chaturvedi (Retd):

Mob. 9868206943, Land Tel. 011-20892650

Secretary (RSKP):

Col. Jitender Kr. Sharma (Retd)

Mob. 9425127901, Land Tel. 011-27326147

Secretary (CWGVSC):

Lt. Col. Aditya Shukla (Retd)

Mob. 9315615554, Land Tel. 011-21211641

Secretary (Qutab Golf Course):

Col. I. S. Kohli (Retd)

Mob. 9013294904, Land Tel. 011-20861731

Secretary (DDA Roshanara Club):

Capt. (IN) G. S. Sidhu (Retd.)

Mob. 9833773423

Secretary (Chilla Sports Complex):

Commodore Sharad Chauhan

Mob. 9757187919

3. A Pre-Bid meeting will be held between DDA officers and bidders. The area of each Sports Complex will be discussed with potential bidders.
4. The complete documented addendum of replies to the queries will be released on CPP portal and DDA's website for the knowledge of bidders.
5. The mode of tender is online on CPP portal and shall be two bid/ stage system. The

bidder must technically qualify in terms of the basic minimum eligibility criteria for which the documents asked are required to be uploaded and to be produced if demanded. Only those bidders who technically qualify will be eligible for financial bid opening. The highest price bid at each sports complex shall be declared as H1 bid for consideration to provide banquet/ party facilities at that sports complex.

6. Upon selection, the bidder shall be required to enter into an agreement with DDA in the format specified in this tender document. The proposals submitted should have all pages numbered. It should also have an index giving page-wise information on documents. Proposals that are incomplete or not in prescribed format will be summarily rejected.
7. Financial bid values should not be indicated in the Pre-Qualification and Technical Proposals. All the columns of the quotation form shall be duly, properly, and exhaustively filled.
8. A bidder can apply for any or all sites, although financial quotes for each site shall have to be mentioned separately. It is not mandatory to apply for all sites.
9. Bid would be awarded to eligible H1 bidder. The eligible bidder quoting the highest amount per year above the reserve price will be awarded the bid. It may be noted that in the Financial bid, the reserve price mentioned is without GST and GST is additional.
10. Offers without satisfying eligibility conditions will be rejected and no correspondence in this regard will be entertained.
11. Bidders are advised that the selection of a successful firm shall be based on an evaluation by DDA through the Selection Process specified in this tender document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that DDA's decisions are without any right of appeal whatsoever.

Eligibility Conditions for Firms

Tenders of only those bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by DDA. The following eligibility criteria must strictly be fulfilled by the bidder. The bidder must submit documentary evidence in support of their claim for fulfilling the criteria. The bids received without documentary evidence shall be rejected summarily.

1. The Bidder should be an experienced agency providing catering/ banquet facilities including food, beverage, tentage, and required services for such events in NCR.
2. The bidder must have experience of at least five (5) years in providing catering/ banquet services. Orders from clients to provide such services or invoices raised by the bidder to clients for having provided such services or GST returns for banqueting/ catering services provided in the last five (5) years, i.e., from 2019-2023 to be submitted:
3. Bidder must have at least one office in Delhi/ NCR, which has been operational at least since 01.04.2021. Supporting documents should be attached.
4. Average annual turnover for any three financial years out of 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 should be minimum of Rs. 1 crore. The bidder shall enclose with its bid, certificate(s) from its statutory auditors stating its total revenue during the above-mentioned 03 (three) financial years from providing catering/ banquet services. If the bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the bidder. Supporting documents required:
 - a. Tax Registration
 - b. GST
 - c. Income Tax PAN copies of relevant Certificate(s) of Registration
5. Bidder should not be blacklisted by any Central / State Government / Public Sector Undertaking in India. Declaration regarding clean track in the format as per Annexure to be submitted.
6. Documents required as part of the Technical Bid
 - a. Turnover certificate for any three of the years 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 duly certified by CA, having a valid UDIN indicating average annual turnover of at least Rs. 1 crore.

- b. Orders of clients for providing catering/ banquet services or invoices raised by bidder to client for providing these services or GST returns indicating banqueting/ catering services provided.
- c. Duly filled format of affidavit that bidder is not blacklisted.
- d. Copy of EMD
- e. Copy of Registration
- f. Copy of active and valid GST Registration Certificate
- g. Branch/Office documents as proof
- h. Any other document as required by RFP.
- i. Scanned copy of tender accepting letter to be given on the letterhead

Scope of Work

1. Sites for banqueting would be provided at

S.No	Name of Sports Complex
1	Yamuna Sports Complex
2	Dwarka Sector-11 Sports Complex
3	Rashtriya Swabhimani Khel Parisar, Pitampura
4	Commonwealth Games Village Sports Complex
5	Qutab Golf Course (vacant site along Phirni Road and next to Maruchi Restaurant)
6	DDA Roshanara Club
7	Chilla Sports Complex

All the venues are outdoors. An approximate area for banqueting along with layout map of the area at each of the sports complexes is enclosed at Annexure 'A'.

2. The caterers would not only provide food and beverage but also other facilities for parties/ banquets, i.e., tentage, music, lighting, decoration, washrooms (where necessary), etc., as required.
3. DDA shall not be responsible for finding party hosts. The operation of the venue will be the sole responsibility of the caterer/ agency.
4. At the identified venues, drinking water connection and electrical points would be provided.
5. It would be the responsibility of the caterer to follow restrictions of Police, Hon'ble courts etc., statutory restrictions with respect to timings would apply.
6. No menu is specified. However, the menu offered should be of sufficiently good standard.
7. Serving liquor would be permitted subject to excise rules.
8. Rules, regulations, and byelaws of the complex are to be adhered to by the caterer.
9. Intending caterers may visit the proposed party venues at the sports complexes before submitting their bids.
10. Obtaining the liquor license, if any required, is the responsibility of the caterer. Excise license for serving liquor at the party/ banquet must be furnished before the start of the party/ banquet to the sports complex. Without submitting the excise license, serving liquor would not be permitted.
11. All and any other permissions/ licensing required would be the responsibility of the caterer, including but not limited to Fire safety, food safety, MCD sanction etc.

TERMS AND CONDITIONS

TENURE OF LICENSE

1. Tenure of the Contract Agreement shall be for 3 years unless otherwise terminated by DDA.

TAXES AND OTHER STATUTORY DUES

1. Agency will pay the present rate of GST which is 18%. Any revision in rates of GST shall also be applicable and paid for by the agency.
2. The selected bidder will not ask for any claim or compensation from DDA if the number of bookings of venue for banquets/ parties is not as what was anticipated by the bidder. It is up to the bidder to properly assess the economic viability and publicize and market to make the venue popular for hosting banquets/ parties.

BRIEF DESCRIPTION OF BIDDING PROCESS

DDA will adopt two stage bidding process (referred to as the "Bidding Process") for selection of the bidder for award of the work. The bidder will first be evaluated on the technical parameters. The financial bids of only technically qualified bidders will be opened and work will be awarded to the highest bidder for each sports complex.

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

EARNEST MONEY DEPOSIT (EMD)

An EMD of Rs. **Rs. 8,27,366/-** for **each sports complex** for which bid is submitted is to be deposited in the form of Bankers Cheque of a Commercial Bank/ Account Payee Demand Draft of a Commercial Bank /Fixed Deposit Receipt (FDR) of a Commercial Bank/ insurance Surety Bonds/ Bank Guarantee# (for the balance amount as prescribed) from a commercial bank, copy of which to be scanned and to be uploaded with other technical documents as mentioned in the tender. Failing to deposit EMD on or before the last date of submission of bids (Tender Due Date) shall lead to non - consideration of bid and its automatic rejection.

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

The EMD will be forfeited at the discretion of DDA on account of one or more of the following reasons:

- a. The bidder withdraws its proposal/ bid during the period of proposal validity.
- b. Bidder does not respond to requests for clarification of its proposal.
- c. In case of a successful bidder, the said bidder fails to sign the agreement in time.
- d. In case it is found that the bidder/s has furnished misleading/ wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money /BG of the bidder/s will be forfeited.

The EMD must be deposited through separate transaction for RFP even though it is recalled or re-invited.

SECURITY DEPOSIT/BANK GUARANTEE

The Security Deposit shall be in the form of an unconditional, irrevocable, and on-demand bank guarantee issued in favor of the 'Delhi Development Authority' in the format appended to the tender at Annexure-II.

The Security Deposit shall be for an amount of three months' license fees, including the EMD for each sports complex for which a contract has been awarded to the agency.

All charges whatsoever such as premium, commission, etc., with respect to the Security Deposit shall be borne by the bidder.

If during the duration of the contract the agency refuses to provide services of catering/ banquets to prospective clients for reasons within its control, the entire security deposit would be forfeited.

ACKNOWLEDGEMENT BY THE BIDDER

- a. It shall be deemed that by submitting the tender, the bidder has made a complete and careful examination of the tender document.
- b. Agreed to be bound by the undertaking /agreement provided by it under and in terms hereof.

RIGHT TO REJECT ANY TENDER

1. Notwithstanding anything contained in this tender document, DDA reserves the right to accept or reject any tender and to annul the selection process and reject all tenders, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reason thereof. Without prejudice to the generality of the clause, DDA reserves the right to reject any tender if at any time, a material misrepresentation is made or discovered, or the bidder does not provide within the time specified by DDA, the supplementary information sought by DDA for evaluation of the tender.
2. Misrepresentation/improper response by the bidder may lead to the disqualification.

AMENDMENT TO TENDER DOCUMENT

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

NON -TRANSFERABLE BID

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

DEVIATIONS

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

LAST DATE OF SUBMISSION OF BID

The bid duly filled must be uploaded on CPP portal not later than the date and time mentioned in the Tender Schedule. Bids received later than the deadline prescribed for submission of tender by DDA will be rejected.

WITHDRAWAL OF BID

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

CLARIFICATION OF THE BID

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

CANVASSING

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

PROCESS OF SUBMISSION OF BID DOCUMENTS

1. Bidders shall submit the technical tender online on CPP portal on or before tendering due date/ last date of bid submission.
2. The Technical bid shall not include any financial information relating to the Financial Tender. In the event a financial bid is given with technical bid documents it shall be summarily rejected.
3. The Bidder shall provide all the information sought under this tender document, DDA would evaluate only those tenders that are received in the specified forms/ formats/ annexures/ appendices and complete in all respects and within the submission date and time. The tenders shall be submitted online only.
4. The format/ documents/ figures shall be typed or written in indelible ink and signed by the authorized signatory of the bidder and then uploaded. All the alterations, omissions, additions, or any other amendments made to the Tender shall be signed against by the person(s) signing the tender. The tenders must be signed by the authorized signatory (the "Authorized Signatory").

While submitting the bid, it may be noted that:

1. Ambiguous bids will be rejected.
2. DDA will not be responsible for any delay on the part of the vendor in submission of the tender bids.
3. The offers submitted by telegram/ fax/ e-mail, etc., shall not be considered. No correspondence will be entertained on this matter.
4. Conditional tenders shall NOT be accepted on any ground and shall be rejected.
5. When deemed necessary, DDA may seek clarifications on any aspect of their bid from the agency. However, that would not entitle the agency to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their quote has been accepted.
6. No enquiry shall be made by the bidder during evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/ its authorized representative and office of DDA can make any enquiry/ seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

BID EVALUATION PROCESS

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

Criteria for Evaluation of technical parameters

1. Refer to basic eligibility conditions for pre-qualification. Experience of providing catering/banquets services
2. Average annual turnover
3. Office in Delhi/ NCR
4. (With documentary evidence)
5. Any other criteria indicated in this document.

The agency must fulfil all the criteria by reading this document carefully and DDA will not be held responsible.

BID EVALUATION COMMITTEE

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

PRE-QUALIFICATION EVALUATION

- a. The evaluation committee will check if the bidder has deposited the EMD along with the Technical Proposal and if the same is found to be in order.
- b. The documentation furnished by the bidder will be examined prima facie to see if the firm's capacity, skill base and other bidder attributes as claimed therein are consistent with the needs of this project.
- c. DDA may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.
- d. **TEST OF RESPONSIVENESS:** The initial criteria of fulfilling the basic eligibility and experience of similar class/nature of works completed and financial turn over,

etc., as given above under eligibility criteria will first be scrutinized and the applicant's eligibility for the work shall be determined.

- e. DDA shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the DDA. In case of tenders containing any conditions or deviations or reservations about contents of tender document, the tender shall be treated as non-responsive. DDA's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.
- f. DDA reserves the right to verify self-attested copies of all statements, information, and documents submitted by the bidder in response to the tender. The lack of such verification by DDA shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of DDA there under.

FINANCIAL/PRICE BID EVALUATION

1. The financial bids of only technically eligible and qualified firms/ bidders shall be opened. The highest price bid shall be declared as H1/ highest bid for consideration of Award of Work for each sports complex.
2. While submitting the Financial Tender, the bidder shall ensure that the financial quotation indicated in the Financial Bid shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Tender, it shall be considered non-responsive and liable to be rejected.

CONTRACT FINALIZATION AND AWARD CRITERIA

DDA will notify the selected bidders through the CPP portal that its bid has been accepted. The successful bidder shall sign the agreement with DDA.

CONFIDENTIALITY

Information relating to the examination, clarification, evaluation, and recommendation for the selection of bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising DDA in relation to matters arising out of or concerning the Selection Process. DDA shall treat all information submitted as part of the tender, in confidence and shall require all those who have access to such material to treat the same in confidence. DDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or DDA or as may be required by law or in connection with any legal process.

VALIDITY OF THE RESPONSE TO TENDER DOCUMENT

The bidder shall submit the response to tender document which shall remain valid up to 180 days from the last date of submission of response to bid document. DDA reserves the right to reject any response to a tender document which does not meet the mentioned validity requirement. DDA may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

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

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

APPLICABLE LAW

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

FORCE MAJEURE

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

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

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

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

DISPUTE RESOLUTION

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 alternative dispute redressal mechanism.

SUCCESSFUL BIDDER LIABILITY

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

INDEMNITY AND INSURANCE

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

CONFIDENTIALITY OF DDA DATA

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

ANNEXURE-I

FINANCIAL/ PRICE BID SCHEDULE

Financial quote would be for the period of one year (although contract period is for 3 years):

Name of the Agency							
Sports Complex	Yamuna Sports Complex	Dwarka Sector-11 Sports Complex	Rashtriya Swabhimani Khel Parisar	CWG Village Sports Complex	Qutab Golf Course	DDA Roshanara Club	Chilla Sports Complex
Reserve Price (Rs. per year)[#]	1,29,71,267	40,44,902	1,37,89,440	62,59,853	85,77,654	19,15,200	64,35,072
Financial Bid[#]							

GST shall be levied on this amount

*Please refer to section "Financial/ Price Bid Evaluation". The bidder shall not quote less than the Reserve Price fixed for each property/ site.

The work would be awarded to the H1 bidder separately for each individual sport

complex.

Authorized Signature

Name and Designation of Signatory:

Name of Firm:

Address: _____

ANNEXURE-II

BANK GUARANTEE FORMAT

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

1. In consideration of the Delhi Development Authority having agreed to exempt M/s Firm name with address (hereinafter called the said 'Contractor/(s)/Service Provider' from the demand, under the terms and conditions of work order No. _____ dated _____ made between Delhi Development Authority and M/s ___(Firm name)___ for the ___(Name of work)___(hereinafter called 'the said Agreement') of security deposit for the due fulfilment by the said Contractor(s)/ Service Provider of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ Only) we, ___(Bank name with address)___, (hereinafter referred to as 'the bank') at the request of M/s ___(Firm name)___, Contractor(s)/ Service Provider do hereby undertake to pay to DDA an amount not exceeding of Rs. _____(Rupees _____ Only) on demand by DDA.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the DDA stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s)/Service Provider. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We undertake to pay to the DDA any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) /Service Provider in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Contractor(s) /Service Provider shall have no claim against us for making such payment.
4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of DDA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of DDA certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) /Service Provider and accordingly discharges this guarantee, or till 5 years from the date of execution of agreement whichever is earlier.
5. We, Bank name with address, further agree with the DDA that DDA shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Contractor(s) /Service Provider from time to time or to postpone for any time or from time to time of the powers exercisable by the DDA against the said Contractor(s)/Service Provider and to forebear or enforce any of terms and conditions relating to the said

agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s)/Service Provider or for any forbearance, act or omission on the part of the DDA or any indulgence be the DDA to the said Contractor(s)/Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s)/ Service Provider.
7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the DDA in writing.
8. This Guarantee shall be valid up to _____ unless extended on demand to be made by the DDA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.
9. The BG shall be extended in case the DDA extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.
10. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, DDA reserves the right to terminate the contract, and forfeit the BG.

Dated the _____ day of _____ 20 For _____ (Indicate name of Bank)

ANNEXURE-III

INTEGRITY PACT AGREEMENT

As per CVC guidelines every bidder must submit the attached signed integrity pact format with technical bid, without signed integrity pact the bid will be rejected. This signed format would be part of the agreement and successful bidder will be bound to sign the integrity pact agreement again in Rs. 100/- non judicial stamp paper. (As per given annexure 'A')

PRE-CONTRACT INTEGRITY PACT Annexure 'A' General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on day of the month of _____ 20...., between on one hand the Delhi Development Authority acting through Shri _____, The director (hereinafter called the "Principal/Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri

_____ (hereinafter called the Bidder(s)/Contractor(s) /Service Provider which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal/ Owner proposes to procure (Name of work _____) through the Bidder(s)/ Contractor(s)/ Service _____ Provider _____ and _____ the Bidder(s)/ Contractor(s)/ Service Provider is willing to offer / has offered the same.

W h e r e a s the Bidder(s)/Contractor(s) /Service Provider is a private company/public company/ Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter.

Now, therefore, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement, **A n d** Enabling Bidder(s)/Contractor(s)/Service Provider to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

1 Commitments of the Principal/Owner

1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s) /Service Provider, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) /Service Provider the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) /Service Provider which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor (s) /Service Provider.

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

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, DDA with full and verifiable facts and the same is prima facie found to be correct by the DDA, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DDA and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the DDA the proceedings under the contract would not be stalled.

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

2.1 The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.2 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Delhi Development Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the DDA.

2.4 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.

2.5 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/ brokers/ representatives/ intermediaries, in connection with this bid/contract at the time of bidding.

2.6 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other

intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents/ brokers/ intermediaries shall be submitted.

2.7 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.

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

2.9 The Bidder(s)/Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical tenders and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by DDA.

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

2.12 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/Contractor(s) or any person acting on behalf of the Bidder(s)/Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

3 Previous Transgression

3.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or local bodies that could justify Bidder(s)/Contractor(s) exclusion from the tender process.

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

4 Sanctions for Violations

Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s) shall entitle the Principal/ Owner to take all or any one of the following actions, wherever required: -

- a. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
- b. To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).
- c. To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the Delhi Development Authority for a period ranging from six months to maximum five years. However, if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
- d. To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- e. In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
- f. Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The Principal/Owner will be entitled to take all or any of the actions mentioned at para-4.1(a) to (f) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive:

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
- iv. To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) from a country other than India with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Vice Chairman, DDA for further action after providing an opportunity and hearing to the affected parties.

5 Independent External Monitors

5.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

5.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

5.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

5.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

5.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, DDA.

5.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that

provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) confidentiality.

5.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

5.8 The IEMs will submit a written report to the Vice Chairman, DDA within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit tenders for correcting problematic situation. However, an opportunity of hearing shall be provided by the IEMs to the buyers/bidders before submitting their written report.

6. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

7. Other Legal Actions

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

8 Validity

8.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

8.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

The parties hereby sign this Integrity Pact at _____ on _____

Principal/ Owner Bidder(s)/ Contractor(s) /Service Provider
Chief Executive Officer

Name of the Officer & Designation
Delhi Development Authority

Witness

Witness

1. _____ 1. _____
2. _____ 2. _____

* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

Annexure-IV:

FORM 'A'

STRUCTURE & ORGANISATION – BID FORM

1. Name & address of the applicant
2. Telephone no. / Fax no.
3. Information about the Firm with documentary proof:

4. Name of the firm....
5. Year of establishment..
6. Registration No.....
7. Copy of certificate of incorporation..
8. Name of the Director of the Company...
9. Office address of the company...
10. Total employees of the company....
11. Turnover of the company during financial years (2020- 21, 2021-22 and 2022-23)...
12. PAN Number....
13. GST Registration Number....
14. Authorized Signatory - Name and Address.....
15. Website Address.....
16. E-mail address.....
17. Beneficiary's complete Bank Details in
Bank Account No.IFSC/ NEFT Code:
Name of the Bank:
Address of the Branch:

Particulars of EMD (separate for each sports complex bid submitted for)

Amount: Rs. _____

Mode of Payment (DD/BG): _____

DD/BG No.: _____

Date: _____

Name of the Bank: _____

Address of the Bank: _____

Validity of BG: ____

Turn Over Details:

Year Annual Report attached at Page No.

Turn-
over in
Rs.
2019-20
2020-21
2021-22

5. Names and titles of Directors and officers with designation to be concerned with this work.
6. Has the applicant, or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details.
7. Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
8. Any other information considered necessary but not included above.

DECLARATION:

1. We have read and understood the terms & conditions of the above-mentioned tender and comply to all Terms & Conditions of your tender. (In case of any deviation the bidder must attach a separate sheet clearly mentioning the clause no. of the tender and deviation thereto)

- 2. We certify that the information mentioned above is true and correct to the best of our knowledge.
- 3. In case of receipt of order, we confirm that payment shall be made through e- Banking / Electronic Transfer.
- 4. This offer contains _____no. of pages, including all annexures and enclosures.

Signature of Applicant(s)/ Authorised Signatory

Date:

Place:

Annexure-IV:

FORM 'D'

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

To

Commissioner (Sports) Delhi Development Authority

Vikas Sadan, INA, New Delhi- 110023

In response to the Tender Ref. No._____dated _____for {Project Title} _____, as an Owner/ Partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____or any of our group or associate companies, at the time of bidding, is having unblemished record and is not declared ineligible or has been issued letter for blacklisting for corrupt and fraudulent practices and unsatisfactory performance either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT or the Procuring Entity.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you

Name:

Address:

In the capacity of:

Signed:

Date:

Place:

Seal of the Organization:

.....

.....

Signature attested

Annexure-V:

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,
 Date:

Sub: Acceptance of Terms & Conditions of Tender.

Name of Work:

S.H:

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender document from page no. _____ to _____ (including all documents like annexure(s), schedule(s), etc., which form part of the contract agreement and I we shall abide hereby by the terms / conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of the above -mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid, including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder, with official seal)

ANNEXURE VI

Total area of operation, layout of venues.

ANNEXURE VII

Contract Agreement

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

Whereas the DDA under consideration of the offer made in pursuant to the Tender ID: ___, agreed to allow the Licensee Firm to provide catering and banquet services in the selected sports complex of DDA vide work order no. dated ___ as per the terms and condition of the bid document.

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

1. The Licensee Firm (The successful bidder who has been issued the letter of Award (LoA dated_) shall act upon and conditions mentioned in the NIT and the work/supply order and any other correspondence exchanged between the parties, annexed here to and which form part of this agreement, execute and complete the work so shown and described in the above said documents including the tender document.
2. The Licensee shall deposit a Bank Guarantee of three months' license fee as security deposit, including the amount of earnest money deposit (EMD).
3. That the agreement shall be valid for 3 years from the date of issue of award letter.
4. That the services shall be in conformity with the quality and specifications given in the work supply order and the tender document.
5. That the services shall be provided strictly within the period specified in the work order/tender document.
6. That in case the service provided do not conform with the quality and specifications given in the work order/tender document, Commissioner (Sports), DDA shall have the right to reject all or any part of the services so offered and whose decision in this respect shall be final and binding.
7. That in case the Licensee is not willing to execute the order or breaches any terms and conditions of the contract/ agreement, DDA may not only forfeit part or whole of security deposited but shall have the option to debar the agency.
8. The Terms and conditions of the Bid/tender documents have been agreed upon by both the parties and signed and added to this agreement. In witness whereof the parties have herein to set and subscribe the hands and seals on the date, month, and year first above written.

**For an on behalf of Tenderer/ selected Firm
For and on behalf of DDA**

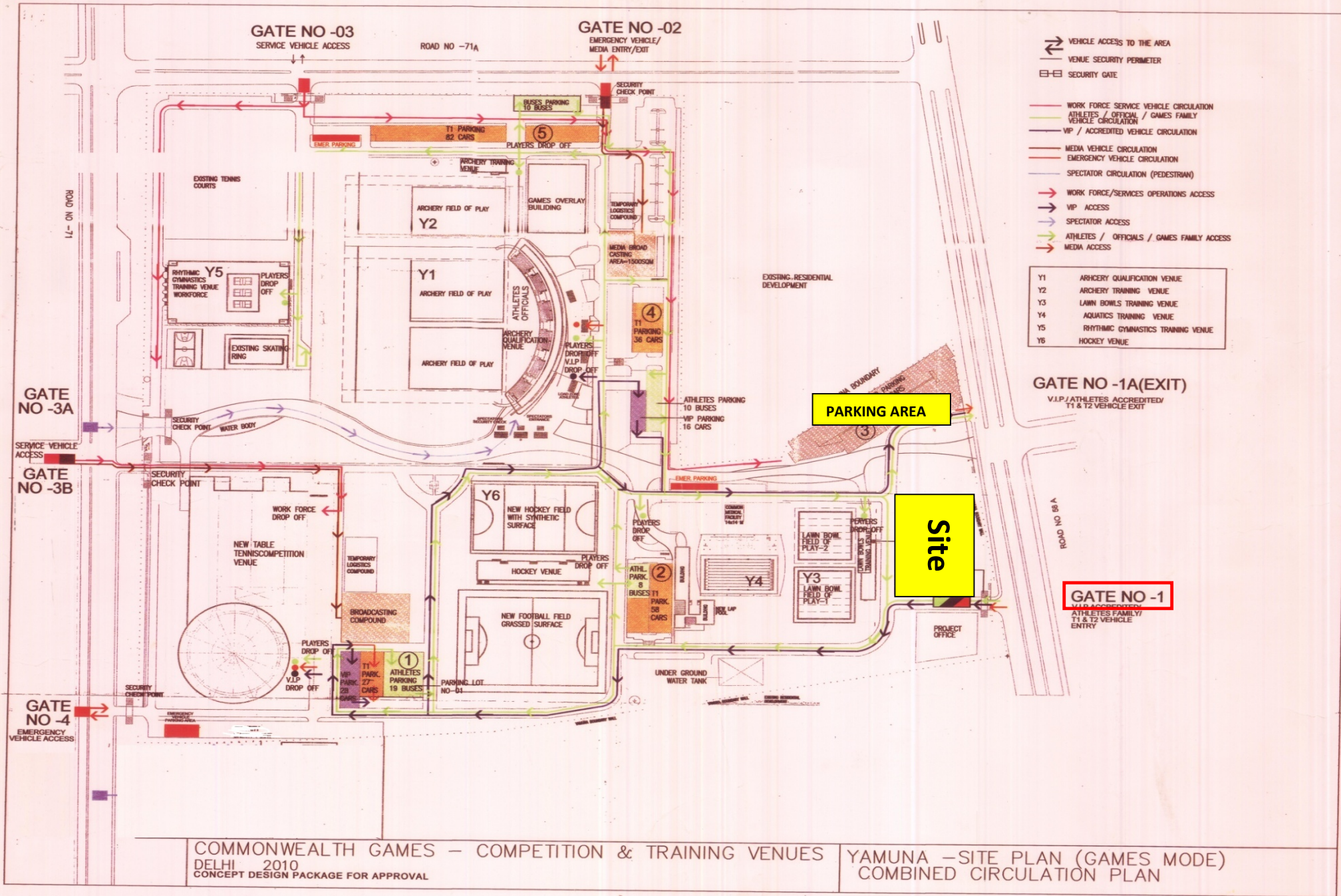
Signature and Capacity with Seal Commissioner (Sports)

Annexure - A**AREA AND LAYOUT FOR BANQUETING**

Complex	CWGVSC	YSC	QGC	RSKP	CSC	Roshanara	DSC-11
Area (Sq mtr)	4605	4233	2236	4500	2100	625	1320



LAYOUT DRAWING OF YAMUNA SPORTS COMPLEX

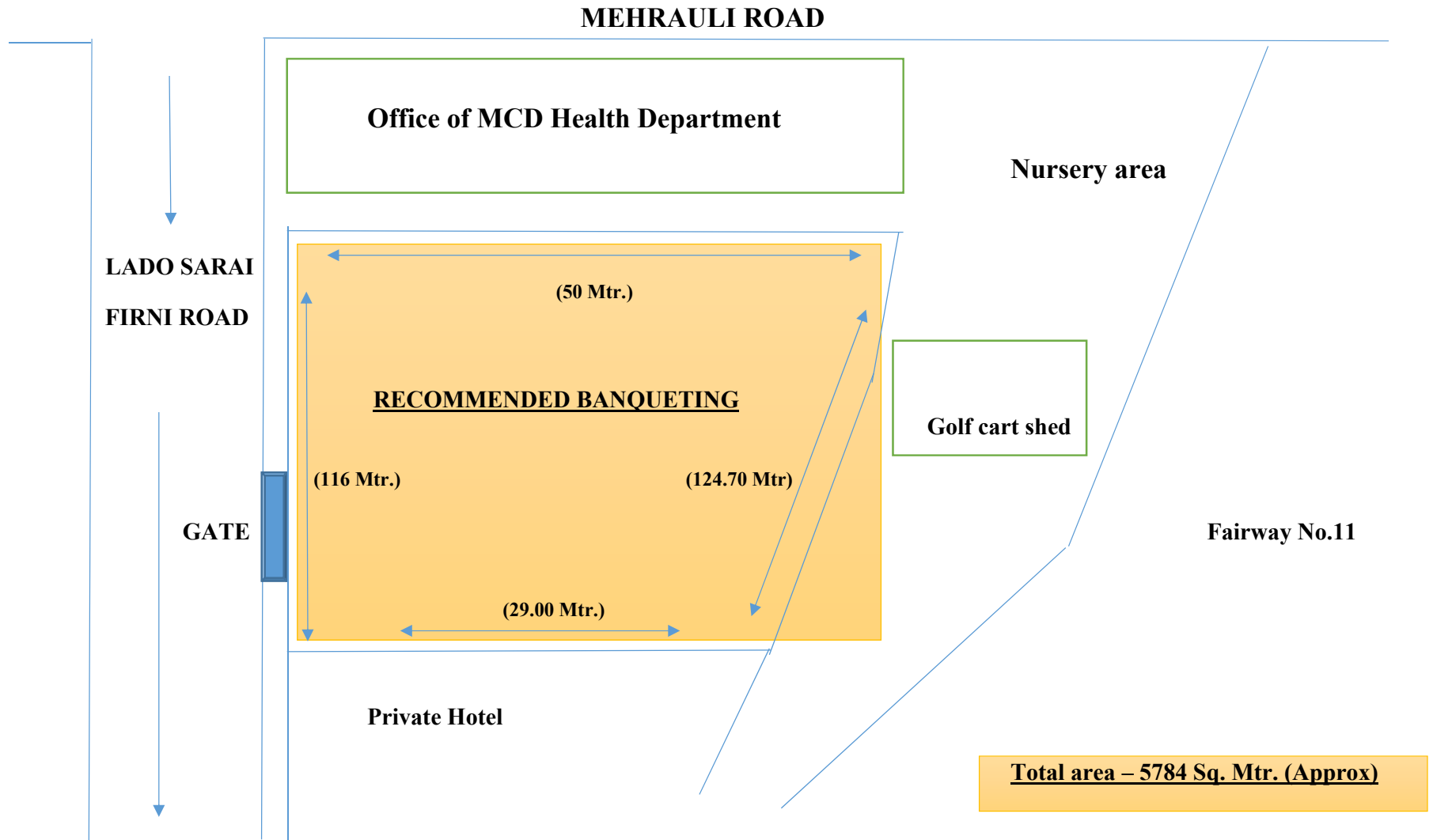


COMMONWEALTH GAMES – COMPETITION & TRAINING VENUES
 DELHI 2010
 CONCEPT DESIGN PACKAGE FOR APPROVAL

YAMUNA – SITE PLAN (GAMES MODE)
 COMBINED CIRCULATION PLAN

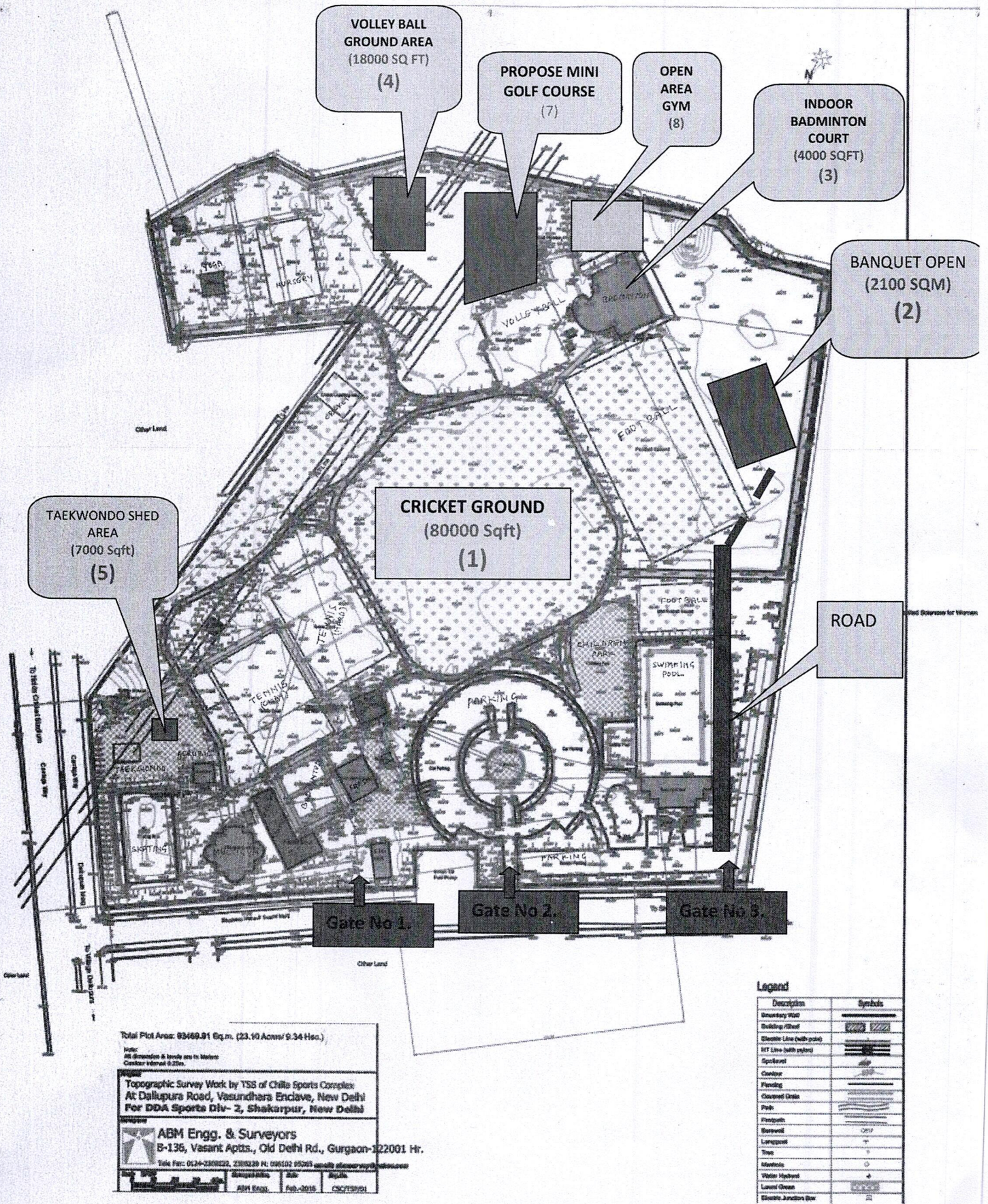
QGC

BANQUETING IN NURSERY AREA AT QGC



CHILLA SPORTS COMPLEX, DDA

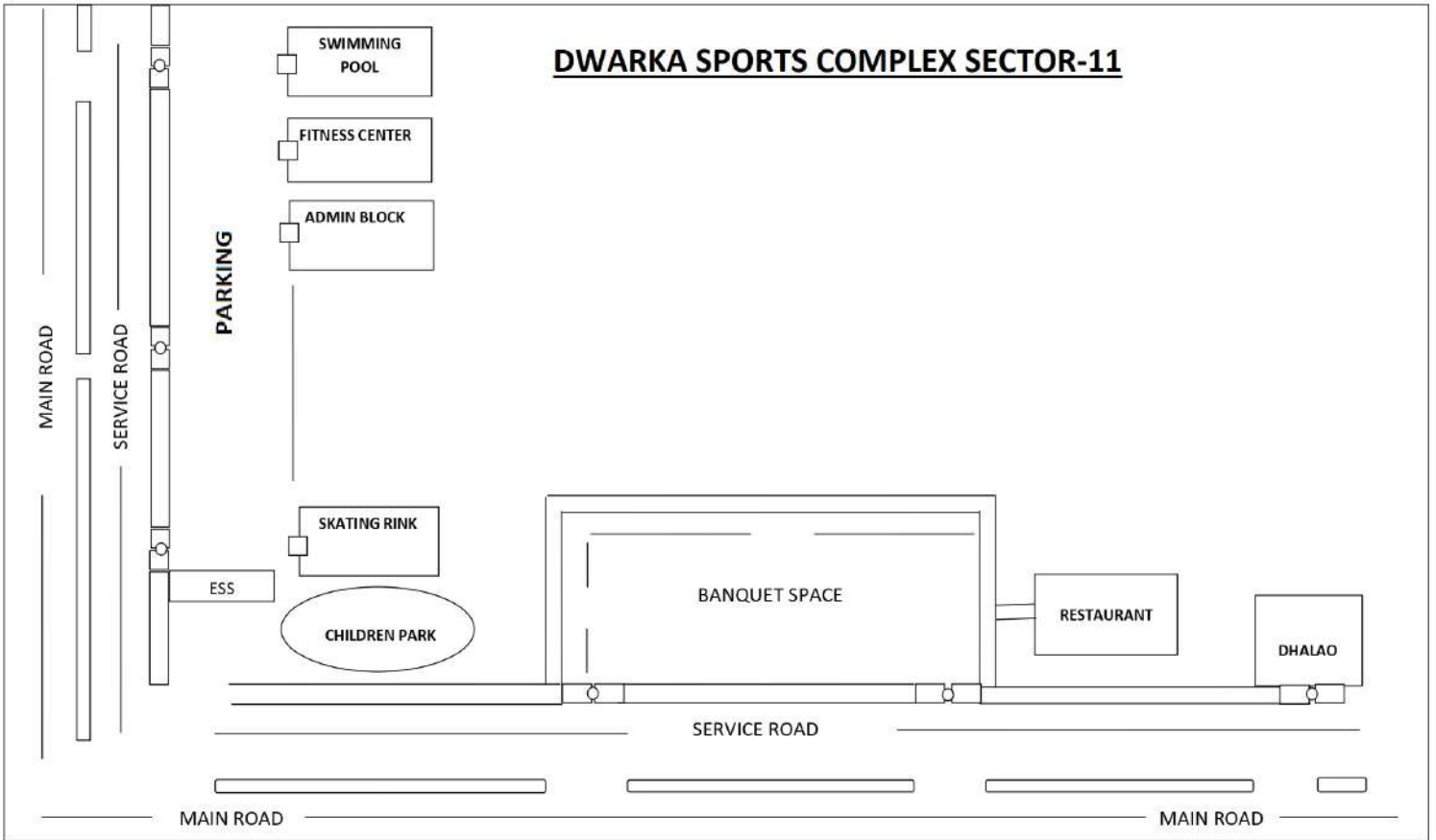
DETAILS - VACANT SPACES IN CSC FOR UTILIZATION FOR NON SPORTING ACTIVITIES



DSC-11



DWARKA SPORTS COMPLEX SECTOR-11



RSKP



Muni Maya Ram Jain Marg

QD Market
कद मार्केट

Tower Heights Apartment
टॉवर हाइट्स अपार्टमेंट

Santro Flush Doors (Wooden)

TOWER HEIGHTS

Sahaja Yoga
सहज योग

School
वेद पब्लिक विद्यालय

Pitampura Sports Complex
पीतमपुरा स्पोर्ट्स...

Basketball court
बास्केटबॉल कोर्ट

Pitampura TV Tower
पीतमपुरा टीवी टॉवर

Rashtriya Swabhiman
Khel Parisar
राष्ट्रीय स्वाभिमान
Banqueting Hall

Leelaz Banquets

Raas by Sandoz

Vardaan by Sandoz

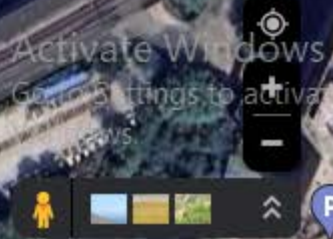
Dilli Haat pitam pura
दिल्ली हाट पीतमपुरा

FITREAKS GYM NSP

Litti Chokha -
NSP Special



Google - Apply For Personal Loan...



DDA Roshanara Club

