



**DELHI DEVELOPMENT AUTHORITY  
DDA SPORTS WING**

**Request for Proposal**

**Name of Work: To engage agencies for advertising rights at sports complexes/golf courses.**

| Particulars   | Date                     | Time              |
|---|--------------------------|-------------------|
| Floating of RFP on CPP Portal                           | 13.09.2023               | 5 p.m.            |
| Visit of Sports Complexes (SFSC, QGC and YSC)           | 14.09.2023 to 24.09.2023 | 10 a.m. to 4 p.m. |
| Pre-bid query Meet at Qutab Golf Course Conference Hall | 25.09.2023               | 3 p.m.            |
| Upload of replies to queries on CPP Portal              | 29.09.2023               | 5 p.m.            |
| Bid submission starts                                   | 30.09.2023               | 10 a.m.           |
| Bid submission ends                                     | 10.10.2023               | 10 a.m.           |
| Technical Bid opening                                   | 11.10.2023               | 11 a.m.           |
| Financial Bid opening                                   | To be notified later     |                   |

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

| Details                | Siri Fort Sports Complex (SFSC)             | Qutab Golf Course (QGC) | Yamuna Sports Complex (YSC) |
|------------------------|---|-------------------------|-----------------------------|
| Earnest money deposit: | 60,000/- INR.                               | 50,000/- INR.           | 40,000/- INR.               |
| Time Period:           | 7 years (+ 2 years extension on same terms) |                         |                             |



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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.

| <b>Name of Work</b>  | <b>a. Name of sports complexes/golf courses</b><br><b>b. Earnest Money</b><br><b>c. Time Period</b>   |
|--|---|
| <b>Name of Work:</b> To engage agencies for commercial utilization of earmarked advertising spaces at sports complexes/golf courses<br><br><b>Objectives</b><br>a. For non-operational revenue of DDA through advertisements.<br>b. Position DDA sports complexes/golf courses among prime locations for advertising in Delhi/NCR.<br>c. Contribute to the aesthetic view of the DDA sports complexes/golf courses through high quality advertising comparable to world class sports facilities.<br>d. Provide value to the corporates which advertise at DDA sports complexes/golf courses. | a. SFSC<br>b. 60,000/- INR.<br>c. 7 years (+2yrs extension)<br><br>a. QGC<br>b. 50,000/- INR.<br>c. 7 years (+2yrs extension)<br><br>a. YSC<br>b. 40,000/- INR.<br>c. 7 years (+2yrs extension) |

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](http://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 the 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.

## **INSTRUCTIONS TO BIDDER & ELIGIBILITY CRITERIA**

1. DDA is inviting e-tender/bids from suitable bidders for leasing out spaces inside its sports complexes/golf courses. In Phase-1; at Siri Fort Sports Complex, Qutab Golf Course and Yamuna Sports Complex. More sports complexes/golf courses may be added in future as per the response received during initial phase.
2. After floating the RFP, time would be given (as per Tender Schedule) to the interested agencies to visit and inspect the 3 sites. They would be guided by the Secretaries of the respective sports complex/golf course:

**Secretary (QGC):**

Col. Irshanjit Singh Kohli (Retd)  
Mob. 9013294904, Land Tel. 011-20861731

**Secretary (SFSC):**

Air Cmde. Sanjay Aneja (Retd)  
Mob. 9764004180, Land Tel. 011-26496286

**Secretary (YSC):**

Col. Nawab Singh (Retd):  
Mob. 8588040422, Land Tel. 011-68227182

3. A Pre Bid meeting will be held between DDA officers and bidders based on their visit.
  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 has to technically qualify in terms of the basic minimum eligibility criteria for which the documents asked are required to be uploaded and to be produced if demanded. The bidders who technically qualify will only be eligible for financial bid opening. The highest price bid at each sports complex/golf course shall be declared as H1 bid for consideration of award of work.
- Upon selection, the bidder shall be required to enter into an agreement with DDA in the format specified in this tender document. The proposals submitted should have all pages numbered. It should also have an index giving page-wise information of documents. Proposals that are incomplete or not in prescribed format will be summarily rejected.
  - Prices should not be indicated in the Pre-Qualification and Technical Proposals. All the columns of the quotation form shall be duly, properly and exhaustively filled in.
  - A bidder can apply for any or/all three sites, although financial quotes for each site will have to be mentioned separately. It is not mandatory to apply for all the sites.



- Bid would be awarded to eligible H1 bidder for each sports complex/golf course separately.
- Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.
- Bidders are advised that the selection of successful firm shall be on the basis of an evaluation by DDA through the Selection Process specified in this tender document. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that DDA's decisions are without any right of appeal whatsoever.

### 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.

### BASIC ELIGIBILITY CONDITIONS FOR PRE-QUALIFICATION

1. The bidder must have experience of executing:

| Values are quoted for each work          | SFSC               | QGC                | YSC                |
|--|--------------------|--------------------|--------------------|
| 3 outdoor advertising works<br><b>or</b> | 85 Lakhs INR each  | 70 Lakhs INR each  | 55 Lakhs INR each  |
| 2 outdoor advertising works<br><b>or</b> | 125 Lakhs INR each | 105 Lakhs INR each | 85 Lakhs INR each  |
| 1 outdoor advertising work               | 170 Lakhs INR each | 140 Lakhs INR each | 115 Lakhs INR each |

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2. The completion certificate from clients or satisfactory performance report from the award of work till date to be submitted. The completion certificate should not be less than 7 years from the date of issue of the tender and should also mention the amount of work completed in INR (Indian Rupees).
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.
3. Average annual turnover from outdoor advertising business for **three financial years (2019-20, 2020-21 and 2021-22) should be minimum of Rs. 5 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 outdoor advertising business. In the event that the bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of



Chartered Accountants that ordinarily audits the annual accounts of the bidder.  
Supporting documents required:

- a. Tax Registration
  - b. GST
  - c. Income Tax PAN copies of relevant (s) Certificate of Registration
4. Bidder should not be black-listed by any Central / State Government / Public Sector Undertaking in India. Declaration regarding clean track in the format as per Annexure, to be submitted.
5. Documents required as part of the Technical Bid
- a. Turnover certificate for the years 2019-20, 2020-21 and 2021-22 duly certified by CA, having a valid UDIN
  - b. Completion Certificates/Satisfactory performance certificates from client with amount
  - 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 letter head

### **Scope of Work**

1. The selected bidder shall have the rights to design, procure/manufacture, install, operate, manage, maintain, market and sell advertising opportunities inside the selected DDA sports complexes/golf courses.
2. Agency shall display advertisement hoardings at the sites at the concerned sports complexes/golf courses mentioned in the RFP document. Apart from this, if the agency desires to utilise any additional site for the purpose they would submit proposal for the same for acceptance by DDA.
3. The total number of hoardings that would be permitted at the sports complexes and golf course is placed at Annexure VI. However, DDA can consider additional hoardings on a case-to-case basis on payment of additional license fee on pro-rata basis.
4. These sizes and locations have been identified and demarcated before-hand where advertising panels would be fixed. These sites and locations are provided in the Annexure VI.
5. The additional area will/may be allowed at the sole discretion of DDA and will be charged on pro-rata basis at the prevailing applicable rates.
6. All terms and conditions indicated in this agreement will also be applicable for the additional panels/spaces offered and accepted by the agency.
7. At no stage immediately after the fitment period of 75 days, any installed advertisement panels, even if more than proposed/approved site, should be left blank or unattended and all panels should have advertisements/displays mounted on them and shall be maintained/updated properly by the selected bidder. And, for



the intervening time, when selected bidder is not fully utilizing the same, it shall not bear a barren, deserted and shabby look; but instead present a pleasant and aesthetic look of the sports complex/golf course.

8. If the agency is not able to utilize installed advertisement panels, agency shall display DDA message(s) on vacant panels for which write up shall be provided by DDA. However, agency shall be permitted to mention their contact details on the same.
9. If the agency fails to update the unutilized site within 30 days of providing DDA messages, after the fitment period of 75 days, DDA may provide its own display/ad and recover the cost from the agency. In case any panel is left blank after the fitment period, EMD will be forfeited and agency may be blacklisted.
10. Designing of all advertising units/structures has to complement sports complex/golf course architecture for advertising sites.
11. Advertisement site shall include spaces inside selected DDA sports complexes/golf courses only and no advertisement shall be allowed on the outer side. Advertisement spaces inside may include all possible spaces subsequent to the approval of DDA, as stipulated.
12. Advertisement inventory may include smart posters, QR codes/graphics, visual display by electronic media (without audio), projectors/holography or any other innovative advertisement media, etc.
13. Agency will appoint a nodal officer to interact with nodal DDA representative to bring clarity in understanding of spaces, to coordinate and implement decisions taken.
14. Agency to create innovative advertising opportunities inside the selected sports complexes/golf courses.
15. Agency to comply with all statutory requirements in connection with License Agreement.
16. Ensure regular and timely payments of all amounts due to DDA (per quarter) and discharge all obligations as per License Agreement.
17. All applicable taxes, including Municipal/Advertisement Taxes, GST and all other statutory dues where applicable shall be borne solely by the selected bidder without any contest.
18. At present, DDA is not liable to share its revenue generated from advertisements inside DDA sports complexes/golf courses with local bodies, including MCD, etc. However, if DDA becomes liable to share such revenue with local bodies from advertisements in future, then DDA shall deposit the due share to local bodies out of its own funds. Agency shall not be liable to part with any additional amount on this account.
19. The selected bidder is not authorized to use Wi-Fi or mobile/radio signals to advertise on media that is not under their ownership or control. This includes mobile phones, tablets, and other devices belonging to DDA staff, members, or visitors of sports complexes/golf courses.
20. Any type of audio advertisement shall not be allowed.
21. Even if the agency does not utilize the specified minimum area per sports complex/golf course, all dues shall be charged for this said minimum area.



22. The area to be charged shall be the actual display area, exclusive of any border or width of framework. In case of LCD/LED/Digital Display/Video Walls, the area to be charged shall be the actual display area of screen, exclusive of any border or non-digital width.
23. Agency confirms that he/they fully understand and confirm that the panels/advertisements spaces shall, at all-time belong to DDA, and no interest in the same shall be created by the licensee. The agency also agrees not to sub license, lease, sub lease or part with, partially or fully in any form, the panels/advertisement spaces.
24. The advertising rights for panels will vest with the agency only. Any person wishing to advertise in the above mentioned panels will have to deal directly with the agency and DDA will have no dealing in this regard. At no time subletting of rights for advertisement to other advertising agencies/outdoor agencies, Out of Home advertising agencies, etc., would be permissible under this agreement.
25. All the advertising panels shall belong exclusively to DDA at all times. No permanent interest or lien of whatever nature is allowed to be created on the advertising spaces and the advertising panels fabricated installed and commissioned.
26. The agency will not ask for any claim or seek any compensation from DDA, if advertisements are not permitted due to court order/local laws/civil authorities. The maintenance of all advertisement inserts and the panels handed over will be borne solely by the agency. The replacement of bulbs, electrical chokes, other electrical parts and also other components of all advertisement panels will be done as per directions and standards specified by the authorized representative of DDA.
27. The agency agrees to pay and will continue to pay all the dues, even if any or all the panels are not functional or has/have been dismantled for repair or upkeep, etc. The agency agrees that in the event of such dysfunction of the panels, DDA will not be liable to pay any compensation to the agency.
28. The agency will have to maintain all the advertisement inserts in proper, neat and clean condition for the currency of the contract. The advertising media should be of fire retardant, low smoke/zero halogen material and of international standards. The agency must submit the media sample for DDA's approval to the office of the Commissioner (Sports) before using the same. DDA reserves the right not to give such permission.
29. After completion of the tenure, the successful bidder will have to remove all the components installed within 7 (seven) days.
30. The agency should at all times indicate the date till which their license is valid on each of their advertisements displayed.
31. Agency shall keep and maintain the advertisement media/panel, etc., in safe and sound manner during all the time of contract period. Any defective, weak or corroded structure should be replaced immediately with new proper structure after due certification from reputed agency/DDA to ensure safety of life.
32. Agency shall ensure that all electrical wiring, power outlets and gadgets used are maintained properly, guarded against short circuits / fires. The instructions of DDA's





electrical engineers/ authorized representative shall be complied by the licensee at its own cost.

33. In case of accident caused due to negligence of the agency resulting into injury/ death to DDA employees/ members/ any person or loss to DDA property, agency shall compensate the loss(es), without prejudice to other actions under this Agreement at the sole discretion of DDA, including termination of Agreement.
34. The agency voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever because of implementing the instructions issued by DDA fire officer, electrical engineer, security officer or their authorized representatives from time to time.
35. Agency and its employees or other persons involved in the execution of the work shall not, in any way, impinge on the safety and security of DDA's operations, members/visitors/public safety, safety of DDA properties and its assets.  
The agency shall comply with the laws of the land, including court judgments/ court orders/Delhi Pollution Control Board and Delhi Fire Service guidelines and/or other government regulatory bodies, regulating advertisements/displays and DDA will not be held liable for any change/modification in these laws which adversely affects this tender and the licensee voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
36. DDA has its own policy for leasing out spaces for advertisements, inside sports complexes/golf courses. Rights of the licensee is limited to the sites mentioned in the RFP and there should be no objections other than these sites stated in the Annexure VI.

## TERMS AND CONDITIONS

### TENURE OF LICENSE

1. Tenure of the License Agreement shall be 7 years from the date of first handover of advertising spaces which can be further extendable by 2 years (on the same terms and conditions as agreed upon for this contract), unless otherwise terminated by DDA or surrendered by the licensee. The tenure of License Agreement shall commence from the date of handover of first lot of advertisement spaces/areas at the selected locations. The license period for any additional advertisement space handed over/allotted during the currency of the contract, including minimum area mentioned, will also be co-terminus with original license period of this License Agreement.
2. The license fee will be increased by 5% annually.
3. There shall be a fitment period of 75 days from the date of first handing over or deemed handing over of advertisement spaces, whichever is earlier. The license fee shall commence immediately after expiry of the fitment period of 75 days, i.e., from the 76th day from the date of first handing over of advertisement area/spaces.
4. **Exit Clause:**
  - a. **Surrender of License Agreement:**  
If the licensee wants to surrender (terminate) the contract he will be allowed to do so after giving 3 (three) months' notice. However, Bank Guarantee of the licensee



will stand forfeited. The unused license fee for that particular quarter will also not be refunded. Part surrender or termination of license will not be accepted and termination will be considered for the full license. On termination by DDA or surrender (termination) by licensee, all the advertisement media will be removed from the advertisement panels inside the sports complex/golf course at the cost of the licensee within 7 (Seven) days of issue of acceptance of surrender. This clause applies to the additional panels/advertising spaces offered and accepted also.

**b. Termination of License Agreement by DDA:**

Successful bidder to ensure regular and timely payments of all amounts due to DDA (per quarter) and discharge all obligations as per License Agreement. The payment should be received by 7<sup>th</sup> of every quarters' start. If the Licensee fails to pay the outstanding License Fee on the due date a caution notice will be issued and if the agency fails to clear all the dues within 15 days, DDA shall issue 30 days' termination notice to make payment of outstanding License Fee and other dues. No representation of the licensee shall be entertained in this period till the licensee pays the entire outstanding dues to DDA.

**Factors Governing Selection of Permissible Advertisements**

1. The agency shall take into account the following aspects while selecting advertisements on the panels and abide by all the instructions of the authorized DDA representative on the same:
2. The advertiser is prohibited from carrying information or graphics or other items relating to alcohol and tobacco products.
3. The advertiser shall ensure that all advertising content, will not contain any material that is objectionable or indecent, as defined by industry standards, legal requirements and DDA's values.
4. The use of DDA name, logo or title without prior written permission is strictly prohibited. No co-branding with the licensor is allowed without prior permission.
5. No surrogate advertisement is permitted unless application for placement of the same is accompanied by "no objection certificate" from the Ministry of Information and Broadcasting.
6. Sports complex/golf course (re)naming and co-branding shall not be allowed.
7. Any type audio advertisement including from/in digital media shall not be allowed.
8. All advertisements/creatives must be approved by DDA before display in the premises.
9. Negative list of advertisements: The licensee shall take into account that the following types of advertisements are strictly prohibited:
  - Nudity
  - Racial advertisements or advertisements propagating caste, community or ethnic differences.
  - Drugs, alcohol, cigarette, or tobacco items.
  - Propagating exploitation of women or child.



- Having sexual overtone.
- Depicting cruelty to animals.
- Depicting any nation or institution in poor light.
- Banned by the Advertising Council of India or by law.
- Glorifying violence.
- Destructive devices and explosives, weapons and related items.
- Lottery tickets, sweepstakes entries and slot machines related advertisements.
- Obscene or contain pornography or contain “indecent representation of women”.
- Defamatory, trade libellous, unlawfully threatening or unlawfully harassing.

### **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 by the agency.
2. Payment of stamp duty for execution of license agreement shall be borne by selected bidder.
3. The selected bidder will not ask for any claim or compensation from DDA, if advertisements are not permitted due to local laws/civil authorities. The maintenance of all advertisement inserts will be borne by selected bidder.
4. The electricity charges, Wi-Fi, mobile network charges, etc., generated monthly by the advertising panels/installations will be borne by the agency.

### **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 bid of only technically qualified bidders will be opened and work will be awarded to the highest bidder for each sports complex/golf course.**

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

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

### **EARNEST MONEY DEPOSIT (EMD)**

An EMD of:



- **Rs. 60,000/- for SFSC**
- **Rs. 50,000/- for QGC**
- **Rs. 40,000/- for YSC**

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 Bidder whose EMD shall be retained till it has provided a Performance Guarantee. Where a demand draft is provided, its validity shall not be less than 90 (Ninety) days from the Tender Due Date (last date of Bid Submission), for the 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. If the agency fails to update the unutilized site within 30 days of providing DDA messages, after the fitment period of 75 days.
- b. The bidder withdraws its proposal/bid during the period of proposal validity.
- c. Bidder does not respond to requests for clarification of its proposal.
- d. In case of a successful bidder, the said bidder fails to sign the agreement in time.
- e. In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money /BG of the bidder/s will be forfeited.

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

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

### **PERFORMANCE GUARANTEE/BANK GUARANTEE**

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

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

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



## **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, 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. Bid 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 as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the bidder.

## **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 tender due date/last date of bid submission.
2. The Technical bid shall not include any financial information relating to the Financial Tender. In case financial bid is given with technical bid documents it shall be summarily rejected.
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 out rightly 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 straightway.



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 the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder. However, the Committee/its authorized representative and office of DDA can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

## **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.

Technical parameters:

### **Criteria for Evaluation**

Refer to basic eligibility conditions for pre-qualification in the pre page like

Experience of outdoor  
Average annual turnover  
Office in Delhi  
(With documentary evidence)

The agency has to 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 the same are found to be in order.
- b. The documentation furnished by the bidder will be examined prima facie to see if the firm's capacity, skill base and other bidder attributes as claimed therein are consistent with the needs of this project.



- c. DDA may ask bidder(s) for additional information, and/or arrange discussions with their professional, technical resource to verify claims made in bid documentation. If the bidder fails to submit the additional supporting documents, the bid shall be rejected.
- d. TEST OF RESPONSIVENESS: The initial criteria of fulfilling the basic eligibility and experience of similar class/nature of works completed and financial turn over, etc., as given above under eligibility criteria will first be scrutinized and the applicant's eligibility for the work shall be determined.
- e. DDA shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the DDA. In case of tenders containing any conditions or deviations or reservations about contents of tender document, the tender shall be treated as non-responsive. DDA'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 EVALUTION**

1. The financial bid of the only technically eligible and qualified firms/ bidders shall be opened. The bidders who technically qualify will only be eligible for financial bid opening. **The highest price bid shall be declared as H1/highest bid for consideration of Award of Work for each sports complex/golf course.**
2. All charges, including cost to design, procure/manufacture, install, plan, operate, manage, maintain, market and sell advertising opportunities and taxes, to be included in the price bid.
3. While submitting the Financial Tender, the bidder shall ensure the following:
  - The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Tender, it shall be considered non-responsive and liable to be rejected.

### **CONTRACT FINALIZATION AND AWARD CRITERIA**

1. DDA will notify the selected bidder, through the CPP portal that its bid has been accepted.
2. 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 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 has to submit the signed Integrity Pact format given at Annexure-III with technical bid. It may be noted that without signed Integrity Pact, the bid will be rejected.

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, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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



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 AND ARBITRATION**

Dispute shall be settled through two stages:

- a. Conciliation procedures as established by “The Arbitration and Conciliation Act – 1996” and amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with the Clause. In the event this procedure fails to resolve the Dispute then;
- b. Arbitration procedures undertaken as provided by “The Arbitration and Conciliation Act – 1996” & amended by the Arbitration & Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and in accordance with the Clause.

**Conciliation** Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation. Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected with mutual consent from a panel of Conciliators maintained by the DDA. The Conciliator shall assist the parties, in an independent and impartial manner, to arrive at an amicable settlement.

**Conciliation Procedure** The DDA shall maintain a panel of Conciliators, who shall be from serving or retired employees of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the licensee who shall choose one of them to act as Conciliator.

If the parties reach agreement on amicable settlement of their dispute, they may draw up and sign a written settlement agreement. If requested by the parties, the Conciliator may draw up, or assist the parties in drawing up, the settlement agreement. When the parties sign the settlement agreement, it shall be final and



binding on the parties and persons claiming under them respectively, and have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal.

The Conciliator shall authenticate the settlement agreement and furnish a copy thereof to each of the parties. As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

During the pendency of Arbitration/Conciliation proceedings, the licensee shall continue to perform and make due payments due to DDA as per license agreement.

## **JURISDICTION OF COURT**

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

## **SUCCESSFUL BIDDER LIABILITY**

Successful Bidder hereby accepts full responsibility and indemnifies DDA and shall hold DDA harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contactors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify DDA and also hold 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 7 years (+ 2 years extension on same terms):

| Name of the agency | Siri Fort Sports Complex |         |              | Qutab Golf Course      |         |              | Yamuna Sports Complex  |         |              |
|--------------------|--------------------------|---------|--------------|------------------------|---------|--------------|------------------------|---------|--------------|
|                    | Quoted Amount to be in   | 18% GST | Total Amount | Quoted Amount to be in | 18% GST | Total Amount | Quoted Amount to be in | 18% GST | Total Amount |
|                    | "X"Rs. /annum            |         |              | "X"Rs. /annum          |         |              | "X"Rs. /annum          |         |              |
|                    | A                        | B       | A+B          | A                      | B       | A+B          | A                      | B       | A+B          |
|                    |                          |         |              |                        |         |              |                        |         |              |

The work would be awarded to the H1 bidder for each individual sport complex/golf course.

**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, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Contractor(s)/Service Provider do hereby undertake to pay to DDA an amount not exceeding of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) on demand by DDA.

2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the 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 7 years (and 2 years of extension) 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 rights 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 has to submit the attached signed integrity pact format with technical bid, without signed integrity pact the bid will be rejected. This signed format would be part of agreement and successful bidder will be bound to sign the integrity pact agreement again in Rs. 100/- non judicial stamp paper. (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.

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

**Now, therefore,** to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement,

**And** Enabling Bidder(s)/Contractor(s)/Service Provider to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

#### **1. Commitments of the Principal/Owner**

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

1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) /Service Provider the same information and will not provide and such information to any particular Bidder(s)/Contractor(s) /Service



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

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

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

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

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

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

2.3 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Delhi Development Authority for showing or forbearing to show favour or 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 purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical tenders and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 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 form or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

### **3. Previous Transgression**

3.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or 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 incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.



#### 4. Sanctions for Violations

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

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

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

9. 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:
  - a. Name of the firm....
  - b. Year of establishment..
  - c. Registration No.....
  - d. Copy of certificate of incorporation..
  - e. Name of the Director of the Company...
  - f. Office address of the company...
  - g. Total employees of the company....
  - h. Turnover of the company during financial years (2019-20, 2020-21 and 2021-22)...
  - i. PAN Number....
  - j. GST Registration Number....
  - k. Authorized Signatory - Name and Address.....
  - l. Website Address.....
  - m. E-mail address.....

#### 4. Beneficiary's complete Bank Details in

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

#### 5. Particulars of EMD

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

#### 6. Turn Over Details:

Year Annual Report attached at Page No.  
Turn-over in Rs.  
2019-20  
2020-21  
2021-22

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

- 1.
- 2.
- 3.



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

**Sr. No. Description of the work order executed value of the work order date of issue of work order, number and work order number name of the client date of completion of work evidence proof page number.**

9. Names and titles of Directors and officers with designation to be concerned with this work.

10. Has the firm, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.

11. 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.

12. Has the applicant, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.

13. 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 are 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

### SIRI FORT SPORTS COMPLEX

| S. No | Site Name                           | Site Description                        | Size<br>(Sq.ft.) | Quantity |
|-------|-------------------------------------|---|------------------|----------|
| 1.    | Shooting range lawn                 | -                                       | 60               | 1        |
| 2.    | Shooting range wall                 | -                                       | 60               | 1        |
| 3.    | Indoor badminton stadium front wall | Both sides of the entry                 | 60               | 2        |
| 4.    | Exit towards SBS                    | -                                       | 60               | 1        |
| 5.    | Outside golf driving range          | Lawn towards right side of entry        | 60               | 1        |
| 6.    | Reception No.2                      | In place of the existing location board | 60               | 1        |
| 7.    | Admin block                         | Each side of the entry                  | 60               | 2        |
| 8.    | Parking Area**                      | -                                       | 12<br>(4'x3')    | 6        |

***\*All the above Boards are to be LED.***

***\*\*2 LEDs will display DDA message of 20 sec. in rotation of 1 hour in the parking area of display area 4'x3'***

***\*\*\*After completion of the tenure, the successful bidder will have to remove all the components installed within 7 (seven) days.***

***\*\*\*\*The area for each site to remain as mentioned although dimensions can be changed of a particular site, keeping total area same. If the agency wants to put LED in more sites, amount will be charged on pro rata basis.***

***\*\*\*\*\*The location of hoardings can variate slightly within the earmarked areas, with the approval of DDA.***



## QUTAB GOLF COURSE

| S. No. | Site Name                | Site Number | Site Description  | LED     |      |
|--------|--------------------------|-------------|---|---------|------|
|        |                          |             |   | Size    | Qty. |
| 1.     | Old clubhouse            | 1           | In front of the old club house on the left side of the road to the new clubhouse. | 18'x10' | 1    |
| 2.     | TeeNo.1                  | 2           | Area between Tee No.1 starter hut & practice putting green.                       | 12'x6'  | 1    |
| 3.     | Main gate                | 3           | Next to the wall of Tee No.10 visible from main gate.                             | 12'x6'  | 1    |
| 4.     | Parking**                | 4to7        | On both side of road.   | 6'x4'   | 4    |
| 5.     | Driving range            | 8           | Entrance of driving range.  | 6'x8'   | 1    |
| 6.     | Outside secretary office | 9           | Outside secretary office on left side of road.                                    | 6'x8'   | 1    |

***\*All the above Boards are to be LED.***

***\*\*2 LEDs will display DDA message of 20 sec. in rotation of 1 hour in the parking area of display area 6'x4'***

***\*\*\*After completion of the tenure, the successful bidder will have to remove all the components installed within 7 (seven) days.***

***\*\*\*\*The area for each site to remain as mentioned although dimensions can be changed of a particular site, keeping total area same. If the agency wants to put LED in more sites, amount will be charged on pro rata basis.***

***\*\*\*\*\*The location of hoardings can variate slightly within the earmarked areas, with the approval of DDA.***



## YAMUNA SPORTS COMPLEX

| S. No. | Site No. | Site Description                                    | Number | Dimension                                |
|--------|----------|---|--------|--|
| 1.     | 01       | Along fencing of parking area between Gate No.2 & 3 | 2      | 1 LED of 10x15 ft.,<br>1 LED of 8x10 ft. |
| 2.     | 02       | Front portion of Cricket cum Archery Stadium        | 4      | 2 LED of 10x15 ft.,<br>2 LED of 8x10 ft  |
| 3.     | 03       | Three side walls of TT Stadium facing complex       | 4      | 2 LED of 10x15 ft.,<br>2 LED of 8x10 ft  |
| 4.     | 04       | Swimming Pool building                              | 2      | 1 LED of 10x15 ft.,<br>1 LED of 8x10 ft. |
| 5.     | 05       | At road tri-junction near Sculpture**               | 3      | 1 LED of 30 ft.<br>2 LED of 8x10 ft.     |

***\*All the above Boards are to be LED.***

***\*\*2 LEDs will display DDA message of 20 sec. in rotation of 1 hour at road tri-junction near Sculpture of display area 30ft and 8x10ft***

***\*\*\*After completion of the tenure, the successful bidder will have to remove all the components installed within 7 (seven) days.***

***\*\*\*\*The area for each site to remain as mentioned although dimensions can be changed of a particular site, keeping total area same. If the agency wants to put LED in more sites, amount will be charged on pro rata basis.***

***\*\*\*\*\*The location of hoardings can variate slightly within the earmarked areas, with the approval of DDA.***



## 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 execute the work of advertising activities in the selected sports complex/golf course of DDA vide work order no. \_\_\_\_\_ dated \_\_\_\_\_ as per the terms and condition of the bid document.

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

1. The 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 Cash Security/Bank Guarantee equal to 3% of the total contract value of the work/supply ordered.
3. That the services shall be in conformity with the quality and specifications given in the work supply order and the tender document.
4. That the services shall be delivered strictly within the period specified in the work/supply order/tender document as the time is the essence of the contract. If the licensee fails to deliver the services or any instalment thereof within the period fixed for such deliveries, the DDA shall have the right to arrange the supply/services from elsewhere at the risk and cost of the supplier. However, in cases of genuine difficulty, extension of time may be allowed by the DDA and shall recover from the Licensee as liquidated damages and not by way of penalty, a sum equivalent to half percent (0.5%) of the price bid for the services which the licensee fails to deliver within the specified **Delivery Period/execution (as per work order/terms & conditions of tender documents)** of the expiry of the prescribed delivery period of the services for every 07 seven days of the part thereof. The liquidated damages in any case will not exceed 10% of the contract price.
5. That in case the service ordered do not conform with the quality and specifications given in the work supply order/tender document and not delivered within the stipulated period, 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.



6. 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 procure services from another licensee/agency and recover the difference in the price actually paid and that payable to the tenderer/quotation firm. That in the event of any dispute arising between the parties, the same shall be referred to the sole arbitrator in accordance with the provisions of Arbitration & Conciliations Act, 1996, whose decision shall be final and binding on the parties.

8. The Terms and conditions of the Bid/tender documents have been agreed upon by both the parties and signed and added to this agreement. In witness whereof the parties have herein to set and subscribe the hands and seals on the date, month and year first above written.

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

**For and on behalf of DDA**

**Signature and Capacity with Seal**

**Commissioner (Sports)**