

## DELHI DEVELOPMENT AUTHORITY

### NOTICE INVITING BID for engaging 5 agencies for making short videos

#### Schedule

Activities	Date	Time
<i>Bid submission starts</i>	<b>07.11.2022</b>	<b>8 pm</b>
<i>Pre bid queries sent through email on <a href="mailto:bijay.patel2041@dda.gov.in">bijay.patel2041@dda.gov.in</a></i>	09.11.2022	10 AM to 5 PM
<i>Release of Response to clarifications sought through email on DDA's website and Gem portal</i>	11.11.2022	By 2 PM
<i>Submission of Bids end</i>	<b>17.11.2022</b>	<b>By 8 PM</b>
<i>Bid opening</i>	<b>18.11.2022</b>	<b>By 11 AM</b>

DDA reserves the right to reject the whole or any part of the tender without assigning any reason.

#### 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 respects. 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 respects.

2. The information contained in this tender whether subsequently provided to the bidders, ("**Bidder/s**") verbally or in documentary form by Delhi Development Authority (henceforth referred to as "**DDA**" in this document) is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

3. Delhi Development Authority(DDA) reserves the right to modify, amend or supplement this Tender Document.

4. While this Tender Document has been prepared in good faith, neither DDA nor their 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.

5. 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.

6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, uploading delivery fees, expenses associated with any demonstrations or presentations which may be required by DDA or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and DDA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

7. 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.

8. 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 investigations 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.

9. The DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

10. 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 or tort, 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.

11. 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.

12. 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.

#### **DOWNLOADING TENDER DOCUMENTS**

Tender document can be downloaded free of cost from Gem Portal and website of [www.dda.gov.in](http://www.dda.gov.in)

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

- An EMD of **Rs. 216000 (Rs. Two lakhs and sixteen thousand only)** 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. should 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 purposes 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 fail 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.

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

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

- The Performance Guarantee (BG) 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.

#### **BRIEF DESCRIPTION OF BIDDING PROCESS**

DDA has adopted two stages bidding process (referred to as the "Bidding Process") for selection of the Bidder for award of the work. The Bidder **will be selected under Least Cost Selection (LCS)** method as described in this tender.

- 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 who's 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.

#### **Objectives**

The objective of making videos is to popularise DDA's insitu slum rehabilitation project.

Scope, Terms & Conditions:

1 DDA proposes to engage 5 agencies. L1 will get 40% work, L2 & L3 will be given option undertake 20% work each (at rate of L1) and L4 and L5 will be given 10% work each )at rate of L1.

2. Each video should be of 30 seconds duration.

3. The last date to submit quotations is 17.11.2022 by 10 AM
4. The complete video to be submitted within 10 days from award of work.
5. Selection criteria will be based on the lowest bid(L-1) . All the bidders from L2 onwards will be asked to undertake the work at L1 bid till the 5th agency is selected.
6. The agency which has quoted L1 price will not be allowed to withdraw from bid. In case of withdrawal, administrative action ( including blacklisting) will be taken against the agency.
7. The technical evaluation will start on 17.11.2022 from 11 am. Financial quotation will be opened after evaluation of technical qualification.
8. Selected bidders will have to go to Bhumiheen Camp to shoot videos by including interaction with beneficiaries. DDA staff will assist in identifying the beneficiaries.
9. Deliverables will include HD format edited videos and a lower resolution video for circulation on whatsapp. It should be delivered in a pen drive.Theme for the videos would be beneficiary story and reaction after getting possession /allotment of the flat.
10. The payment will be made on submission of video with the requisite quality within the prescribed time limit. In case of decrease or increase in number of videos, payment will be made on pro rata basis. The committee consisting of officers will evaluate the video.
11. The script of the video will be hindi, which is to be prepared by the agency. Repetition of script and beneficiaries be avoided by the agency and any repetition will be construed as lack of requisite quality and payment shall not be made for such video.

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

### **3.1.1 The mode of tender is online on gem 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 lowest price bid shall be declared as L1/lowest bid for consideration of Award of Work.

3.1.2 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. Proposal that are incomplete or not in prescribed format will be summarily rejected.

3.1.3 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.

3.1.4 The Bidder is allowed to submit only one proposal against this Tender. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. Documents in support of eligibility must be enclosed with the tender. Offers without satisfying eligibility conditions will be outrightly rejected and no correspondence in this regard will be entertained.

3.1.5 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 evidences in support of their claim for fulfilling the criteria. The bids received without the documentary evidences shall be rejected summarily.

### **BASIC ELIGIBILITY CONDITIONS FOR PRE-QUALIFICATION**

**i. Bidder should be registered as multimedia agency in DAVP (Central Bureau of Communication). Documentary evidence should be attached**

ii The bidder should have the experience of making 3 videos for governments, including central government, state government, their PSUs, autonomous bodies in financial year 2019-20, 2020-21 and 2021-22. Also the bidder must have experience of making 3 video amounting to Rs 12000 each or 2 video amounting to Rs 15000 each or 1 video amounting to Rs 24000. The completion certificate from clients, to be submitted should not be earlier than 01.04.2019.

iii Bidder must have at least one office in Delhi, which has been operational at least since 01.04.2021. Supporting documents should be attached.

Also the bidder must have experience of multiple media campaign, which include video making over the last three years i.e. the current financial year and the last three financial years: - Three multi media campaign, which include video making, costing not less than the amount equal to Rs 45 lakh or Two multi media campaign, which include video making, costing not less than Rs 55 lakh or one multi media campaign, which include video making costing not less than Rs 90 lakh.

The completion certificate from clients, to be submitted should not be earlier than 01.04.2019.

iii. Average Annual turnover from video making business for **three financial years (2019-20, 2020-21 and 2021-22 ) should be minimum of Rs. 36 lakh.** The Bidder shall enclose with its bid, certificate(s) from its Statutory Auditors stating its total revenue during the 03 (three) financial year preceding the last date of bid submission of the bid from video making. 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.

- Tax Registration
- GST
- Income Tax PAN copies of relevant (s) Certificate of Registration.

iv. 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- IV Form-D.

v. Documents Required As part of the Technical Bid

- Turnover certificate for the years 2019-20, 2020-21 and 2021-22 duly certified by CA
- Completion Certificates/Satisfactory performance certificates from client with amount
- Duly filled format of affidavit that bidder is not blacklisted
- Copy of EMD
- Copy of Registration
- Copy of GST Registration Certificate
- Branch/Office documents as proof
- Any other documents as required by RFP

• **ACKNOWLEDGEMENT BY THE BIDDER**

- i. It shall be deemed that by submitting the tender, the Bidder has Made a complete and careful examination of the Tender Document
- ii. Received all relevant information requested from DDA
- iii. Accepted the risk of inadequacy, error or mistake in the information provided in the document or furnished by or on behalf of DDA or relating to any of the matters.
- iv. Agreed to be bound by the undertaking /agreement provided by it under and in terms hereof.

**RIGHT TO REJECT ANY TENDER**

- i. 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 reasons 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.
- ii. 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, modify the or for any other reason, DDA may, in its sole discretion, 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 documents. 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 received by DDA at the address specified 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 had read all 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 to 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**

- i. Bidders shall submit the technical tender online on Gem portal on or before tender due date/last date of bid submission.
- ii. 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.

iii. 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.

iv. 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 initialed 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:**

- Ambiguous bids will be out rightly rejected.
- DDA will *NOT* be responsible for any delay on the part of the vendor in submission of the tender bids.
- The offers submitted by telegram/ fax/ E-mail etc. shall *NOT* be considered. No correspondence will be entertained on this matter.
- Conditional tenders shall *NOT* be accepted on any ground and shall be rejected straightway.
- 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.
- 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 bid only 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  
Multimedia agency on DAVP (CBC)  
Experience of making videos  
Average annual turnover  
Office in Delhi  
(With documentary evidence)

The agency has to fulfill all the criteria by reading this documents 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 decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.
- f. DDA reserves the right to verify self attested copies o all statements, information and documents, submitted by DDA 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**

- i. The Financial Tender clearly indicate the total cost of the work in Indian Rupees. In the event of a difference between the arithmetic total and the total shown in the Financial Tender, the lower of the two shall prevail.
- ii. The financial bid of the only technically eligible and qualified firm/ bidder shall be opened. The bidders who technically qualifies will only be eligible for financial bid opening. **The lowest price bid shall be declared as L1/lowest bid for consideration of Award of Work.**

iii. All charges including administrative cost, and taxes, (including GST) to be included in the price bid. No other charges will be payable to the L-1 bidder other than the mentioned in the price bid.

iv. While submitting the Financial Tender, the Bidder shall ensure the following:

a. 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.

b. All applicable taxes/levies shall be **INCLUDED** in the financial bid and calculated as per applicable laws. All payments to firm shall be subject to deduction of taxes at source as per Applicable Laws. It is the responsibility of the bidder to clearly identify all costs associated with any services as per the Tender Document and submit the total cost in the Financial Bid.

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

i. DDA notify the selected bidder, through the Gem portal that its bid has been accepted.

ii. The successful Bidder shall sign 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 90 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-IV** 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, 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 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 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**

-Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Vice Chairman DDA or his nominee whose decision shall be final and binding on both the parties to this contract.

- The Arbitrator Appointing Authority shall propose five Arbitrators from the list of DDA Empanelled Arbitrators to the party seeking arbitration under intimation to the other party within 15 days of receiving the notice. The party seeking arbitration shall give his choice for one of them within 15 days of receiving the list, and the Arbitrator Appointing Authority shall appoint the chosen person as the Sole Arbitrator within 15 days of the receipt of choice.

- The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

-The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Architectural Consultant shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

#### **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's Obligations

#### **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 him 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, his 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.

#### **LIQUIDATED DAMAGES**

If the service provider fails to deliver any or all the services or perform the services within the time period specified in the contract or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed, the DDA shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (not by way of penalty) a sum equivalent to 0.5% (half) percent of the price of the total contract value.

#### **-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**

Name of the agency	Cost of making 100 vidoes, including all charges	GST	Total Amount (in Rs.) including GST

**Note:** No other payment on any account will be payable to the L-1 bidder. L1 will be decided based on total amount including GST )

**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 ofwork** (hereinafter called 'the said Agreement') of security deposit for the due fulfillment 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 withaddress, (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 Council 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 Council 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 66 months 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 any of the powers exercisable by the Council 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 Council 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 and the Principal/Owner is the municipal government of New Delhi established as per DDA act 1994 performing its functions on behalf of the Council.

**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 disfavor 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.

2.7 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.

2.8 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.

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

2.10 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.

2.11 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.

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

2.13 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.

2.14 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 New Delhi Municipal Council 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**

i. 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:-

ii. 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.

iii. 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).

iv. 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.

v. 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.

vi. 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.

vii. 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.

5.1 The Principal/Owner will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (8) 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.

5.2 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 on the

- 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 Chairman, DDA for further action after providing an opportunity and hearing to the affected parties.

## **7. Independent External Monitors**

7.1 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.

7.2 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.

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

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

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

7.6 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.

7.7 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.

7.8 The IEMs will submit a written report to the 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.

**8. 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.

**9. Law and Place of Jurisdiction**

**10. 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.

**11. Validity**

11.1 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.

11.2 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.

**12.** 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.

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 employee of the company....
  - h. Turnover of the company during last 03 financial years...
  - i. PAN Number....
  - j. GST Registration Number....
  - k. Authorize Signatory - Name and Address.....
  - l. Website Address, if any.....
  - m. E-mail address, if any.....

**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.  
Turnover 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.**

8. Names and titles of Directors & Officers with designation to be concerned with this work.

9. 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.

10. 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.

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

12. Any other information considered necessary but not included above.

**DECLARATION:**

4. 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)

5. We certify that the information mentioned above are true and correct to best of our knowledge.

6. In case of receipt of order we confirm that payment shall be received through e- Banking / Electronics Transfer.

7. 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**

**Director (PR)**

**Delhi Development Authority  
Vikas Sadan, INA, New Delhi-11002**

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 & fraudulent practices 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**

