

Important Dates/ Tentative schedule for selection process:

1)Release of this RFP (available on DDA Website and cPPP portal) 12.05.2021

2)Last date of Submission of Prebid Queries 18.05.2021

3)Prebid Meeting through CISCO WEBEX Meeting ID 1843923858 Password 224466 19.05.2021 at 12.00 Noon

4)Response to PREBID Queries 25.05.2021

5)Bid Submission Start date 08.06.2021

6)Last Date for submission of bids [ 2 bids:Technical (T) and Financial/ Commercial (C)] 15.06.2021

7)Opening of Technical-Qualification (TQ) Bid 16.06.2021

8)Opening of Financial/ Commercial Bid (C) Will be intimated to technically qualified bidders

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

National Competitive Bidding (NCB)

Appointment of an ICT Agency for **Providing SAAS (Software as a Service) Based Court case management software** for Delhi Development Authority (DDA), Ministry of Housing & Urban Affairs, Government of India

Request for Qualification cum Request for Proposal

**April, 2021**

**DELHI DEVELOPMENT AUTHORITY**

(A statutory Authority incorporated vide Delhi Development Act,  
1957)

**NOTICE INVITING - REQUEST FOR QUALIFICATION (RFQ) - CUM - REQUEST FOR  
PROPOSAL (RFP)**

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**Section 1 – DISCLAIMER**

1. This RFP document is neither an agreement nor an offer by Delhi Development Authority, (hereinafter referred to as DDA) to the prospective Applicants or any other person. The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP. Accordingly, all the bidders are requested to properly do their due-diligence and should submit their bid only after satisfying themselves in all respect with respect to the scope & quantum of work, contingencies and factors which may hinder the execution & completion of work, capacity & capability of the bidder to complete the work within time & as per requirements, the working environment existing in the office of DDA and considering the profits etc.
2. DDA will not have any liability to any prospective Applicant/ Firm/ or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of DDA or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. DDA will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements in this RFP. All & any act/omission by the Applicants towards participation in the bidding process shall be at their own risk & cost and DDA shall have no responsibility at all.
3. DDA does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for DDA to consider particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and approximate & tentative assessments arrived at by DDA in relation to the statement of work. Such assumptions, assessments and statements do not guarantee to contain all the information that each Applicant may require for execution of the work. Each prospective Applicant should conduct its own investigations and analyses and submit the bid after thoroughly and checking the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources and should submit the bid only after satisfying it in all respects.
4. DDA will not be responsible for any delay in receiving the proposals. The issue of this RFP

does not imply that DDA is bound to select an Applicant or to appoint the Selected Applicant, as the case maybe, for the services and DDA reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. DDA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.

5. The information given is only tentative and not exhaustive on and should not be regarded as a complete or authoritative statement of law or fact. DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Agency alone shall have the overall responsibility to satisfactorily complete the entire project after taking all the required precautions & responsibilities to ensure that no loss or damage of whatsoever nature is caused to the records.
6. DDA reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/amended RFP will be made available on the website of DDA and CPP portal (URL mentioned in Data Sheet 1).
7. This RFP is only a request for submitting proposal and, therefore, unless an agreement in writing is executed by the DDA, no action of any nature, whatsoever, shall lie against it with respect to any error, omission, or anything contained, connected, touching, concerning or arising out of this RFP. However, it is clarified that this RFP and all its clauses, terms & conditions etc. shall deemed to form an integral part of the Agreement and shall be strictly binding upon the Agency. In case of any inconsistency between the clause, terms & conditions of the Agreement finally executed and of this RFP, the clauses, terms & conditions of the Agreement finally executed shall always be considered as final & binding and shall prevail upon the RFP document.

**SECTION 2: LETTER OF INVITATION**

New Delhi

Date: ... February 2021

1. **Tender Scope** : E-tenders are invited for the Work as specified in the Data Sheet-1 at Central Public Procurement (CPP) Portal (url given in Data Sheet-1), as per the requirements described in Scope of Work given in Data Sheet 3. Name of the Client is as per Data Sheet-1.
2. **Main Objective:** The objective of this assignment is to seek services of an ICT Agency for providing SaaS based Court case management software for Legal department of DDA.
3. **Selection Criteria:** A ICT Agency will be selected as per Quality and Cost {Technically qualified, least Cost (L1)} Based Selection.
4. All agencies having capacity/expertise as per Data Sheet 1 are invited to participate in the RfP – cum – RfQ.

5. The RFQ - cum - RFP includes the following documents:

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

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

Yours sincerely,

**Dy. Director (Systems) II,**  
DELHI DEVELOPMENT AUTHORITY

## SECTION 3: INSTRUCTIONS TO APPLICANTS

### Introduction

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

- (iii) Will invoke the earnest money declaration and/or forfeit the security deposit.
7. Dispute Resolution: Whether prior to or after the award of the work, any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFQ - cum - RFP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above - mentioned dispute or difference arose, such dispute or difference shall be finally settled by Vice-Chairman (VC), DDA, whose decision shall be final
8. Termination of Assignment: DDA will have the right to terminate the assignment or close the project by giving 30 (thirty) days written notice. In the event of termination for no fault of Agency, the DDA will reimburse the actual expenses incurred by the Agency cogent proof whereof shall be submitted by the Agency. However, under all circumstances neither the DDA shall be liable to pay nor shall Agency be entitle to receive nor shall Agency be ever granted any type of loss of profit, damages, remote expenses or interest and the Agency shall always ensure that under all circumstances, no or minimum loss/damage is caused.
9. The Applicant shall submit his proposal in Electronic form on the CPP portal. An undertaking is to be submitted in lieu of EMD, format of the undertaking is given in Annexure-Y. Technical Proposal and Financial Proposal shall be submitted only through Central Public Procurement Portal. A copy of the EMD declaration as per Annexure-Y shall be uploaded on CPP portal..
10. Number of Proposals: No Applicant shall submit more than one Application.
11. Right to reject any or all Proposals:
- (i) Notwithstanding anything contained in this RFQ -cum-RFP, the DDA reserves the right to accept or reject any and all Proposal (s) and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
  - (ii) Without prejudice to the generality of above, the DDA reserves the right to reject any Proposal if:
    - (a) At any time, a misrepresentation or concealment of facts is made or discovered, or
    - (b) The Applicant does not provide, within the time specified by the DDA, the supplemental information sought by the DDA for evaluation of the Proposal.
12. Disqualification
- (i) Any wrongful conduct, misrepresentation, concealment of facts improper response by the Applicant may lead to the disqualification of the Applicant. The black listed or debarred agencies will summarily stand disqualified and their EMD declaration shall be invoked.
  - (ii) In case if L1 withdraws or found ineligible after opening of tender, tender shall be recalled.

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

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

#### **Clarification and amendment of RFQ - cum – RFP documents**

15. Applicants may seek clarification on this RFQ - cum - RFP document, before the last date mentioned in the Data Sheet 1. Any request for clarification must be sent by standard electronic means (PDF or word file). DDA's e-mail is mentioned in the Data Sheet 1. The DDA will endeavour to respond to the queries prior to the Proposal Due Date. The DDA will post the reply to all such queries on its official website and CPP portal only.
16. At any time before the submission of Proposals, the DDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ - cum - RFP documents by an amendment. All amendments/ corrigenda will be posted on the DDA's Official Website and CPP Portal. In order to afford the Applicants a reasonable time for taking an amendment into account, or for



any other reason, the DDA may at its discretion extend the Proposal Due Date.

However, no action or claim shall lie against DDA, even if no clarification or information is provided by it and the selections process shall not be annulled nor the date will be postponed for this reason. The bidder should submit its bid at its own understanding and risk & cost.

### **Pre-Bid Meeting**

17. Date of Pre-Bid Meeting and venue is mentioned in the Data Sheet 1. Applicants willing to attend the pre-bid should inform DDA beforehand in writing through email. The maximum number of participants from an applicant, who chose to attend the Pre -Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.
18. Pre-Bid Meeting of the Applicants will be convened off -line at the designated date, time and place. During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the DDA. The DDA will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

### **Earnest Money Deposit**

19. An undertaking is to be submitted in lieu of EMD, format of the undertaking is given in Annexure-Y. Tenderer is required to deposit their EMD declaration as per annexure-y in their technical proposal.

### **Disqualification to participate in the tender process**

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

### **Preparation of proposal**

22. Applicants are requested to submit their Proposal in English language and strictly in

the formats provided in this RFQ - cum - RFP. The DDA will evaluate only those Proposals that are received in the specified forms and complete in all respects.

23. In preparing their Proposal, Applicants are expected to thoroughly examine the RFQ cum - RFP Document.
24. Bid should be valid for the period mentioned in the Data Sheet 1.
25. The technical proposal should provide the documents as prescribed in Data Sheet 2. No information related to financial proposal should be provided in the technical proposal.
26. The Proposals must be digitally signed by the Authorized Representative as detailed below:
  - a. by the proprietor in case of a proprietary firm; or
  - b. by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - c. by a duly authorized person under resolution of the Board, in case of a Limited Company or a Corporation;
27. Supplementary information –
  - a. Except as specifically provided in this RFQ - cum - RFP, no supplementary material will be entertained by the DDA, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet 1.
  - b. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.
  - c. For the avoidance of doubt, the DDA reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
28. Preparation of Financial proposal - While submitting the Financial Proposal, the Applicant shall ensure the following:
  - a. Applicants are expected to take into account the various requirements and conditions stipulated in this RFQ - cum - RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including all taxes associated with the Assignment.
  - b. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, fares, transportation, conveyance, equipment, printing of documents, secondary and primary data collection, etc.
  - c. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - d. The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, shall be deemed to be included in the cost shown under different

- items of Financial Proposal.
- e. The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ - cum - RFP.
  - f. Applicants shall express the price of their services in Indian Rupees (INR) only.
29. The bid/cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. No extra , additional, or further amount shall be paid by the DDA. over & above the rates quoted by the bidders. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant.
  30. GST or any other type of tax, levy, charges or Cess in respect of input for or output by this contract shall be paid by the Agency and DDA shall not entertain any claim whatsoever in this respect.

### **Submission, receipt and opening of proposals**

31. The Proposal shall be submitted through e-procurement portal (CPP Portal, url mentioned in data sheet 1). The procedure for filing of e -tender is provided on the portal. The applicants are advised to familiarize themselves with the process in advance to avoid any inconvenience at a later stage. Files uploaded on the portal should have file name in accordance to following format [form\_name.applicant\_name]. Applicant name should contain only first two words of its name.
32. The Authorized Representative of the Applicant should authenticate EMD Details, Pre - Qualification, Technical and Financial proposal using his digital signatures.
33. Authorized Representative's authorization should be confirmed by a resolution/power of attorney by the Board /competent authority accompanying the Proposal (Pre - Qualification Proposal).
34. Only Bids/proposals submitted On-line on CPP portal shall be opened. No proposal shall be accepted after the closing time for submission of Proposals.
35. Documents to be submitted / uploaded in Technical Proposal are given in Data Sheet-3
36. After the deadline for submission of proposals the EMD declaration and (on - line) Technical-Qualification Proposal shall be opened by the Tender Committee in presence of representatives of bidders who choose to be present in the bid opening process at the venue mentioned in Data Sheet 1. It will be evaluated by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP details containing the Financial Proposals shall remain sealed on the CPP portal at this stage. Similar will be the process for opening Financial Bids of bidders who qualify Technical-qualification.
37. Preparation and submission of Financial Bids-
  - a. Schedule of price bid in the form of Form N.
  - b. The Tenderers shall submit the financial bid as provided in Form N. along with this tender document. Bidders are advised to download and quote rates and upload in the site at the respective location.
  - c. Quoted rates must be inclusive of GST, all taxes and duties applicable, and any other charges (if any).
  - d. However, all applicable deductions on account of taxes and duties etc., shall be made by DDA.

- e. The Form for submission of Financial Bid is Form N and Breakup of Cost is to be provided in Form O.
38. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Financial Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
39. After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the DDA on any matter related to its proposal, it should do so through email at the address mentioned in the Data Sheet 1. Any effort by the firm to influence the DDA during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the Applicant's proposal.
40. Modification and Withdrawal of Bids: No bid shall be altered/modified after submission to the DDA. In case, the tenderer does not submit the Offer as per terms and conditions, and / or modifies and / or withdraws offer, the Earnest Money Deposit (EMD) declaration shall be invoked. Conditional bids shall not be entertained and shall simply be rejected.

### Proposal Evaluation

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

#### RFP Stage Technical Proposal

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

#### Financial Proposal

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

43. The DDA reserves the right to reject any Proposal which is non-responsive or is a conditional proposal and no request for alteration, modification, substitution or withdrawal will be entertained by the DDA in respect of such Proposals. However, DDA reserves the right to seek clarifications or additional information from the

Applicant during the evaluation process. The DDA will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below. Any type of rider to the proposal shall make the proposal void.

**44. Technical Evaluation:**

- a. The evaluation committee appointed by the DDA will carry out the evaluation of Technical Proposals [Form G] on the basis of the evaluation criteria specified in **Data Sheet 2**.
- b. On the basis of provisional evaluation of technical bids, the Committee constituted for the purpose of evaluation of the tenders, may find it necessary to visit the organizations where similar jobs done by tenderer and/or may confirm on phone the quality of performance and/or may visit tenderer's client premises/service Centre, where the such services are being provided by the Tenderer.
- c. If required, the DDA may seek specific clarifications from any or all Agency(ies) at this stage. The DDA shall determine the technical evaluation (Qualified / not qualified) of the Agency after reviewing the clarifications provided by the Agency(ies). The evaluation committee shall determine the Agency(ies) that qualifies for the next phase on the basis of Minimum Qualifying Technical Score criteria specified in Data Sheet 1.
- d. The Committee will short list the bids according to capabilities and skills of the tenderers as per Technical Evaluation Criteria and open the financial bids of only the short-listed tenderers who are found technically qualified.

**45. Financial Evaluation:** In this process, the financial proposal of the Agency declared qualified technically shall be opened by indicating the date and time set for opening of its Financial Proposal. The information of this date and time may be sent by registered letter, facsimile, or electronic mail.

**46.** The sum total of all costs (column (e) in Form N) shall be taken as the Financial Bid. The Applicant achieving minimum qualifying Technical criteria, and having the Lowest financial bid will be considered to be the successful Applicant and will be issued the work order (the Successful Applicant)

**Grant of Work Order**

- 47.** After selection, a Work Order will be issued, in duplicate, by the DDA to the Successful Applicant and the Successful Applicant shall, within (seven) days of the receipt of the work order sign and return the duplicate copy of the work order in acknowledgement thereof. In the event, the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the DDA may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money declaration of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the DDA on account of failure of the Successful Applicant to acknowledge the work order.
- 48.** Failure of the successful Bidder to agree with the Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DDA shall invoke the EMD declaration and shall also invoke the PBG of the successful Bidder. Please also see related Clause 23 (iii) as above, and Article 3: Clause (2): Consequences of Breach (Form-B)-Integrity Agreement.

49. Once the quotation of the Tenderer is accepted and the acceptance is communicated to the Tenderer (selected bidder) shall present itself in the office of the DDA and shall execute an agreement within 7 (seven) days, as per Form P (Draft of Agreement).
50. Performance Security:
- a. The successful Bidder, for due and faithful performance of its obligations and as a pre-condition for signing of Advisory Agreement with DDA, shall be required to submit a demand draft of the amount equivalent to 5% of the tendered cost of the work (Total Fee as given in Financial Bid) as Security Deposit.
  - b. In addition to above, the Successful bidder shall, prior to signing of Agreement and as a condition precedent to its entitlement to payment under this Work order, provide to the DDA, a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the successful bidder of its obligations under this Work order, in the form set out in this work order, in an amount equal 3 (three) percent of the total cost of Financial Proposal under this Assignment.
  - c. The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Successful bidder is a non-resident, in compliance with applicable foreign exchange laws and regulations).
  - d. Performance Bank Guarantee shall be in form of an unconditional Bank Guarantee enforceable at any time and substantially in the form annexed with the work order (Form R).
  - e. For the successful bidder the Security Deposit shall be retained for the entire duration of the project. Initial PBG of 3% of the Tendered cost shall be retained for the entire contract period.
51. The Performance Bank Guarantee (PBG) will be invoked by DDA and security deposit will be forfeited, in case the performance of the vendor is not found satisfactory during the period of Work.
52. The tenderer will not sub-let / sub-contract in part, or in full after getting the Assignment / Award of Work. In the event of tenderer sub -letting the work / sub - contracting in part or full after the Award of the Work, the tenderer shall be considered to have thereby committed a breach of agreement and DDA shall forfeit the Performance Security Deposit and invoke the Performance Bank Guarantee. The tenderer shall have no claim, whatsoever, for any compensation or any loss on this account.

### **Signing of Contract**

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

Agreement and in case of any inconsistency, the terms & conditions of the Contract shall be considered as final and shall always prevail upon the terms & conditions of this RFP.

### **Grievance Redressal**

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

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

### **Payment terms**

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

### **Confidentiality**

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

### **Fraud and corrupt practices**

59. The Applicants and their respective officers, employees, agents and advisers ,partners, directors, stake-holders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ - cum - RFP, the DDA will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in any wrongful practice, corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the- Prohibited Practices) in the Selection Process. In such an event, the DDA will, without prejudice to its any other rights or remedies, invoke the Earnest Money declaration, as mutually agreed genuine pre -estimated compensation and damages payable to the DDA for, inter alia, time, cost and effort of the DDA, in regard to the RFQ - cum - RFP, including consideration and evaluation of such Applicant's Proposal.

Without prejudice to the rights of the DDA under this Clause, hereinabove and the

rights and remedies which the DDA may have under the WORK ORDER or the Agreement, if an Applicant or Agency, as the case may be, is found by the DDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt

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

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

(a) **corrupt practice** means

- i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process
- ii) for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DDA who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DDA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process;
- iii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the work order or the Agreement, who at anytime has been or is a legal, financial or technical consultant/ adviser of the DDA in relation to any matter concerning the Project:

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

(c) **coercive practice** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) **undesirable practice means**

- (i) establishing contact with any person connected with or employed or engaged by the DDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
- (ii) having a Conflict of Interest;

(e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## Termination of Contract by DDA



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

### **Termination for Default**

62. Default is said to have occurred
- (a) If the selected Bidder fails to accept the Work Orders
  - (b) If the selected Bidder fails to deliver any or all of the services within the time period(s) specified in the Work Order or during any extension thereof granted by the DDA.
  - (c) If the selected Bidder fails to perform any other material obligation(s) under the contract.
  - (d) If the selected bidder fails to maintain the secrecy.
  - (e) If the selected bidder in any manner causes any type of loss or damage to the record.
  - (f) If the selected bidder fails to execute the work in time and/or in accordance with the requirements of the DDA.
  - (g) Breach of any of the clauses of this RFP and/or Agreement.
63. If the selected Bidder defaults in the above circumstances, a cure period of 30 days will be given to the selected Bidder to rectify the default, failing which the the Security Deposit and Performance Bank Guarantee will be forfeited.
64. The Contract to be executed with the tenderer (selected agency) may be terminated by DDA for non-performance of any of the clauses of the contract and/or for violation for any terms and conditions of the contract by the tenderer, after serving a prior notice of one month on the registered address of the tenderer or through registered email address of the tenderer.
65. If the contract is terminated due to non-performance, under-performance, inferior-performance, delayed-performance, defective-performance, non-submission of deliverables within prescribed time schedule, inferior quality of reports, non-compliance to instructions, fraudulent practices, corrupt practices and misrepresentation, then fee for entire work will not be paid and the Security Deposit & Performance Security (PBG) deposited by Bidder will also be forfeited.
66. If the contract is terminated due to violation of terms and conditions of the Agreement/RFP, the Security Deposit and Performance Bank Guarantee will be forfeited.

### **Penalties**

67. In case the Bidder fails to execute the work in accordance with the requirements mentioned in this RFP & Contract or violates any of the terms & conditions thereof or fails to adhere to the time frame for starting the work as per the schedule, or any unjustified and unacceptable delay beyond the delivery, installation and commissioning schedule as per contract, will render the bidder liable for penalty or liquidity damages as per the rate as mentioned in the "Data Sheet 5: Penalties

- i) Total liquidated damages to be levied on the Selected Bidder shall be capped at 10% of the total contract value. However, DDA would have right to invoke termination of the contract in case the overall liquidated damages equals 10% of total contract value.

### **Liquidity Damages**

#### **68. In the event that**

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

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

### **Miscellaneous**

- 69. The decision of the Vice-Chairman (VC), DDA with respect to interpretation of any of the clauses of this RFP and Agreement shall be final and binding, and shall be beyond the jurisdiction of the Arbitration.
- 70. All procedure for the purchase of stores laid down in GFR2017 (as amended from time to time) shall be adhered-to strictly by the DDA and Bidders are bound to respect the same.
- 71. DDA / Evaluation Committee may Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 72. The DDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - a. Suspend and/or cancel the Selection Process and/or amend and/or supplement the selection process or modify the dates or other terms and conditions relating thereto;
  - b. consult with any Applicant in order to receive clarification or further information;
  - c. retain any information and/or evidence submitted to the DDA by, on behalf of and/or in relation to any Applicant; and/or
  - d. reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
  - e. Call for all or any record from the Agency.
- 73. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the DDA, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 74. All documents and other information provided by DDA or submitted by an Applicant to DDA shall remain or become the property of DDA. Applicants and the ICT Agency, as the case may be, are to treat all information as strictly confidential. DDA will not return any Proposal or any information related thereto. All information

collected, analyzed, processed or in whatever manner provided by the Applicant to DDA in relation to the assignment shall be the property of DDA.

75. The DDA reserves the right to make inquiries with any of the Applicants about their previous experience record.

### **Important Note**

76. Tender documents consisting of eligibility criteria, scope of work, and other details to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents may be downloaded from Central Public Procurement Portal (url mentioned in Data Sheet 1) free of cost.
77. Intending agencies/tenderers need to register themselves on the CPP portal. Aspiring Tenderers who have not enrolled/registered in e-procurement should enroll/register before participating through the CPP website. The portal enrollment is free of cost.
78. Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the CPP website/ portal.
79. Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender bids will not be accepted.

### **Guidelines for Bidding on CPP Portal**

80. For any clarification regarding registration on CPP portal, Contact on 24x7 Helpline Desk - Toll Free No. 1800-30702232 or send a mail over to – ccpp-nic@nic.in.
81. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-II or class-III digital signature to submit the bid.
82. Bidders are required to **pay INR 20,000** as “e-tendering annual charges”
83. Proof of registration (if applicable) and the proof of payment i.e., RTGS/NEFT number and its scan copy is to be uploaded in the technical bid.
84. Bidders will be required to submit “Integrity Pacts” on Rs. 100 non-judicial stamp paper in two original copies.

### **Instructions for Online Bid Submission**

85. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
86. Bidder should do the enrollment in the e-Procurement site using “Online Bidder Enrollment” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
87. Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
88. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/ TCS/ nCode/ eMudra or any Certifying Authority recognized by CCA India on eToken/ SmartCard, should be registered.
89. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
90. Contractor/Bidder may go through the tenders published on the site and download

- the required tender documents/schedules for the tenders he/she is interested.
91. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
  92. If there are any clarifications, this may be obtained through Help desk. Bidder should take into account the corrigendum published before submitting the bids online.
  93. Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
  94. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
  95. From my tender folder, he selects the tender to view all the details indicated.
  96. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
  97. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in .PDF/.xls/.rar formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through .rar format and the same can be uploaded, if permitted. However, if the file size is less than 1 MB, then the transaction uploading time will be very fast.
  98. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids. In case, no clarification is given by the DDA, the bidder should submit his bid at his own risk & cost, and shall be stopped from making any claim on that account at any later stage. No such claim at any later stage shall be admitted.
  99. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space" option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
  100. Bidder should submit the EMD declaration as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
  101. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
  102. The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
  103. The details of payments made through RTGS/NEFT should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
  104. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have

- read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
105. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
  106. If the price bid format is provided in a spread sheet file like BoQ\_xx.xx.xls (XXXX - ...), the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified/ replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
  107. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
  108. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
  109. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
  110. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
  111. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  112. The confidentiality of the bids is maintained since the Secured Socket Layer (SSL) 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
  113. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner **and not** by selecting the (X) exit option in the browser.
  114. For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. In addition, for any further queries, the bidders are asked to contact over phone: 1800 3070 2232 or send a mail over to cphp - nic@nic.in.

#### **Applicable Law**

115. The Tender and selection process shall be governed by the laws of India such commercial dealings/processing.
116. the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

#### **Modifications in RFP**

117. DDA reserves the right to cancel this tender or modify the requirement at any stage of Tender process cycle without assigning any reasons. DDA will not be under obligation to give clarifications for doing the aforementioned and no action for

any type of damage or loss shall be brought against the DDA nor shall any of the bidders/interested person shall be entitled to any type of loss or damage on this account.

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

**SECTION 4 – DATA SHEETS****TABLE OF CONTENTS**

Data Sheet	1	Important information and Important Dates
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Data Sheet	4	Milestones and Terms of Payment
Data Sheet	5	Penalties
Data Sheet	6	Section 5 : Standard Forms

**DATA SHEET 1**

## 1. Important Information / data

Sl.No.	Section	Clause / para	Subject	Data
1.	1	6	URL of DDA website	<a href="http://www.dda.org.in">http:// www.dda.org.in</a>
2.	1	6	URL of CPP Portal	<a href="http://www.eprocure.gov.in">http:// www.eprocure.gov.in</a>
3.	2	1	Name of the work	E-tenders are invited for the Work as specified in the Data Sheet -1 at Central Public Procurement (CPP) Portal (url given in Data Sheet-1), as per the requirements described in Scope of Work given in Data Sheet 3. Name of the Client is as per Data Sheet-1.
4.	2	1	Name of the Client	Delhi Development Authority, Government of India
5.	2	4	Expertise required from the Agency	Should have Essential Knowledge and Expertise, Experience of having worked in the area of providing SaaS based court case management software, Other details may be referred in eligibility condition and technical bid etc..
6.	2 3	6 45	Officer to whom Bid should be addressed / all correspondences should be made	Sh. Nitin Joshi, Dy. Director (Systems)II, First Floor B Block, Delhi Development Authority Vikas Sadan, New Delhi 110 023. Tel : 011- 24661470 Email:ddsystems7@dda.org.in
7	3	42	Venue for opening of Bids	-same as above-
8	3	19	Account details for RTGS	RTGS should be made in the account of Sr. A.O. Cash Main, D.D.A having Account No. 1014042405(IFSC Code CBIN0282695) with Central Bank of India, Vikas Sadan, I.N.A. Branch, New Delhi – 110023 .
9	3	19	Amount of E-tender Annual	The bidders who are not registered in DDA and wish to bid in DDA tenders are



			Charges	required to pay annual charge of e-tendering of Rs. 20,000.
10	3	20(i)	BG / DD to be made in favour of	A.O. Cash Main, DDA, New Delhi, payable at New Delhi
11	3	21	Exemption to MSME	100% exemption of e-tender annual charges
12	3	28	Bid validity period	180 days from date of opening of Prequalification bids
13	2	6	Selection Criteria	Technically Qualified and L1 in financial bid.
14	Data Sheet 2	2(12)	Average Turnover required from SaaS based court case management Projects/services	10 Lakhs each during last three years 2017-2018, 2018-2019 and 2019-20
15	Data Sheet 2	2(12) 2(8)	Turnover/ Net worth requirement for three years for period ending	31.03.2020
16	Data Sheet 2	2(13)	Projects done during last 7 years, numbers and amounts required	(a) One Project of Value >= INR 16 lakhs OR Two SaaS based court case management Projects of Value each >= INR 12 lakhs OR Three SaaS based court case management Projects of value each >= INR 8 Lakh
17	Data Sheet 2	2(14)	Government PSU or large organization Projects done during last 7 years, numbers and amounts required	(a) One Project of Value >= INR 16 Lakhs OR Two SaaS based court case management Projects of Value each >= INR 12 Lakh OR Three SaaS based court case management Projects of value each >= INR 8 Lakh

18	Data Sheet 5	20	Project Duration	1 years from the date of Go Live extendable to 3 years subject to satisfactory performance certificate by the legal department. The extension if any shall be on the same rates, terms and conditions.
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2. Important Dates/ Tentative schedule for selection process:

1)	Release of this RFP (available on DDA Website and cppp portal)	12.05.2021
2)	Bid Submission Start date	08.06.2021
3)	Last Date for submission of bids [2 bids: Technical (T) and Financial/ Commercial (C)]	15.06.2021
4)	Opening of Technical-Qualification (TQ) Bid	16.06.2021
5)	Opening of Financial/ Commercial Bid (C)	Will be intimated to technically qualified bidders

**DATA SHEET 2****Technical Qualification Bid Information and Parameters****Eligibility Guidelines:**

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

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

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

**Technical Qualification 1 - COMPLIANCE SHEET :-**

S No	Parameter	Documents to be Submitted	Page No of the bid
(1)	Bidder / Consortium Partners should not be an entity which has been black-listed by India Government / any State Government / Local Body / any other government institution for any fraudulent activities as on the bid submission date	Declaration in Form A	
(2)	Covering Letter for Technical Proposal and undertaking on total responsibility	Covering letter as Form A. To be signed in original by the authorised representative	
(3)	In case of Consortium, documentary proof and details of members	Not applicable as Consortium are not allowed for this bid.	
(4)	The Prime Bidder has to be a Company / entity registered under the Companies Act of India, 1956 / The Partnership Act 1932 / Limited Liability Partnership Act, 2008 and should have been in existence for at least three years as on 31 March 2020.	(1) Certificate of Incorporation (2) Any documentary proof indicating that the prime bidder is in the business of providing SAAS based court case management services. (3) In case of Company, details of the Directors & shareholders and in case of partnership firms, details of all the partners with registered partnership deed. Adhaar Card of all the Directors,	

		shareholders, partners shall also be filed.	
(5)	The prime bidder should have valid (non expired) ISO 9001:2000 certification or equivalent in ICT related area as on date of submission of the bid.	Relevant Certificates with clearly mentioned details of expiry and organization name	
(6)	The Sole Bidder should be registered with the Indian Service Tax department and carry a valid PAN. Also they should be registered with relevant regulatory authorities.	<ol style="list-style-type: none"> <li>Copy of PAN</li> <li>Goods and Service Tax (GST) Registration</li> <li>EPF Registration</li> <li>ESI Registration</li> </ol> <p>In respect of each member of consortium.</p>	
(7)	The bidder should have a presence in Delhi/NCR to qualify.	Any Address Proof or Self Declaration <u>or</u> to give an undertaking of opening a local service support Centre after Award of the Work/Contract in Form A.	
(8)	<p>Net worth of Bidder Company (Sole bidder / Lead member) must be Positive in last three years (period ending as mentioned in datasheet 1) as per the audited Balance Sheet.</p> <p>For the purposes of this RFP, "Net Worth" mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited standalone balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.</p>	Chartered Accountant Certificate as per Form C	
(9)	Authorisation	<p>The bidders should submit</p> <ol style="list-style-type: none"> <li>Board resolution (attested by statutory auditor / Company Secretary clearly mentioning the registration number) along with</li> <li>power of attorney (In case Power of Attorney is submitted in copy the same should be attested by the statutory auditor / Company Secretary clearly mentioning the registration number) for authorizing the signatory[Form D]</li> </ol>	
(10)	In case the bidder is claiming exemption of EMD / E-tender annual charges (see clause/para 44) being an MSME	<ol style="list-style-type: none"> <li>A copy of the registration certificate under the MSME Act 2006</li> <li>A self declaration indicating that the bidder is entitled for the exemption under the Government</li> </ol>	

		of India Policy.[Form A]	
(11)	The Tenderer (Sole bidder) should have annual turnover of more than such amount as mentioned in datasheet 1 from business of providing SaaS based Court case management software and related projects for each of the last three Financial Years ending on such date as mentioned in data sheet 1.	<p>A. Copy of the Audited profit and loss statement/ balance sheet/ annual report for last 3 years financial years ending date mentioned in data sheet 1, attested by Auditor / Company Secretary clearly mentioning the registration number.</p> <p>B. Certificate from Statutory Auditor/Company Secretary (mentioning the registration number) confirming the annual turnover for last 3 financial years ending date mentioned in data sheet 1 from each of the bidder in Form C.</p> <p>C. In case the bidder submits an un-audited financial result, a copy of the "Limited Review report" of financial results, prepared by the statutory auditor of the firm shall also be submitted.</p>	
(12)	The Tenderer should be in the business of providing SaaS based Court case management software. He should have executed / operationalized such number of relevant projects in last 3 Years, as of Bid submission Date as mentioned in datasheet 1	<p>(1) Details of work in Form F</p> <p>(2) Work Orders confirming area and year of activity.</p> <p>(3) Work Completion certificate</p>	
(13)	Bidder must have successfully carried out the job of with satisfactory services, for Government (or its Autonomous / PSU/Subordinate organisation/ Local Bodies etc.) or Private Corporate having Annual Turnover of more than INR 50 lakh – as Total Solution provider - during last 5 Years, as on the date of Submission of Bids, in India, such number of projects as mentioned in Data sheet 1	<p>(1) Details of work in Form F</p> <p>(2) Work Orders confirming area and year of activity.</p> <p>(3) Work Completion certificate</p>	
14)	Demo presentation of the software	1) Hardcopy of Presentation of the court case software to be submitted	

## DATA SHEET 3

### SCOPE OF WORK

With the motive to achieve the target of paperless working and to 'digitally transform' the handling of litigation work by the law department of DDA, an application on SAAS model is intended to be customized for DDA and for this work an agency/vendor is required to be selected which shall carry out this work with full dedication in a time bound manner.

At present DDA is party to more than 25,000 different types of litigations pending in various courts like District courts, High courts, Supreme court, Consumer court, Tribunals, forums etc. DDA is required to keep a strict watch & vigil on all such cases. The status of cases is required to be updated on day to day basis. The numbers of court cases are usually increasing. The agency will be required to make provision for monitoring around 65000 court cases including 25000 pending cases which are live presently and any further cases which shall come in future. DDA at present has a web enabled Court Cases Monitoring System designed and developed in dot.net as front end and oracle 8i as back end. The Agency shall have to update the latest and up to date status of every court case of DDA on the Court case monitoring system of DDA every day online through API.

**The detailed Scope of work is specified as under: -**

1. The SAAS model software of the agency should have the facility for bulk as well as case to case basis upload of all past records, updating of current records and addition of new data fields etc.
2. The software should maintain all record/data(s) **confidentially**.
3. Agency will have to take data from the existing applications including DDA legal software and feed the same as an input to their application. The Agency shall also take data from the different branches of the Law Department as and when required for customization and data uploading purpose. Complete customization, data uploading and operationalization of the application will have to be completed within two months from the date of execution of Agreement.
4. The database of DDA's court case management software at DDA's server must be updated periodically once in 24 hours by the agency to keep it in sync with the SAAS software provided by the vendor.
5. Initially all required master databases and user accounts shall be created by the agency and provision shall be made to create new accounts by the officials of Legal Department of DDA.
6. The software should bring an ease to law officers and other officers working with DDA as well as Lawyers empanelled with DDA, by maintaining the legal-diary and managing the data of court cases efficiently as under: -
  - **Updated legal Diary with respect to court cases**-To maintain an updated legal-diary of all types of litigation pending before all the Courts/Forums/Tribunal etc. wherein DDA is party. The legal-diary so maintained shall be updated on daily basis and shall be maintained in *read only, searchable and printable form*. It shall be the sole responsibility of the Agency to update the next date of hearing, orders and any other required information on daily basis.
  - **Independent User ID's**-To grant all time access to all the law officers and other officers working with DDA to the said updated legal-diary and for the purpose to create

independent **IDs & passwords** of all the law officers of the DDA. At present, there are more than 150 officers/ officials who are required to be given access to the legal dairy and to whom the list is to be circulated, however, the number of officers/ officials can be increased as per the requirement of the DDA.

- **Daily Cause list-** Generating daily cause list of different Courts/Tribunals/forums and showing the same on the Workspace/Dashboards to the user(s).
- **Workspace/Dashboards-**Global Search facility with respect to cases/empanelled advocates/ as well as other data shall be available at one click to the user.
- **Case details-** The feature to show the updated details of cases of DDA shall be available on the workspace/dashboard to all the users.
- **Case actions-** law officers as wells as the officers of the concerned department to keep check on the action to be performed and compliance in the cases before in time or as ordered by the court of law.
- **Empanelled Advocates-** The feature to show the updated details of advocates empanelled with DDA shall be available on the workspace/dashboard.
- **Users Updated list-** Feature to show the updated list of law officers and other officer working with DDA shall be available on the workspace/dashboard.
- **Case history-** Feature to show the updated case history with respect to cases of DDA in different Courts/Tribunals/forums.
- **Shared Documents-**Facility of sharing the documents as file attachments by the users.
- **Tasks/Notes-**Feature to be provided where law officers and the officers of the concerned department may provide a command for performing a particular task or action to the counsels of DDA within a stipulated time.
- **Contact Directory-** Search facility with respect to the updated contact details of empanelled advocates, law officers, nodal officers etc. shall be available to the user on the workspace/dashboard.
- **Notification Alerts/Reminders** -It shall send proactive email reminders/alerts of upcoming court cases of DDA listed in different courts, forums tribunals etc. to the users for the upcoming week.
- **Entrustment mails-** The application will have a user-friendly interface to entrust the advocates/lawyers for the panel and Emails/alerts to the empanelled advocates and officers of the concerned departments shall be sent as soon as the case is entrusted/assigned to the advocate empanelled with DDA.
- **Consolidation of updated case data-** Application will have the feature to extract the complete data from the concerned portals of all such pending and upcoming litigations in different courts, tribunals and forums wherein DDA is a party and to prepare and show a list thereof which is complete in all respects.
- **Periodical list-**To prepare and circulate to all the law officers and officers of the concerned department of DDA, a weekly list of all types of litigation before all the Courts & Forums which have been instituted.
- **Handing over of data-**To submit and handover to the DDA the updated legal-diary and all other data and lists prepared and maintained by the Agency at the time termination of work order or on the completion of agreement time.

7. The software should be highly customizable and shall adapt itself to suit the specific needs of the law department, DDA. including uploading of latest and updated bare acts/laws. This software should record all the legal documents/data needed without any storage limitation and shall keep them securely for further use by DDA only.
8. The software should be capable of adding new features, reports and manage all different aspects of the court cases of DDA.
9. The software provider shall ensure full security of data on DDA's server as well as in their system and must ensure that data has been stored in safe drive/path on DDA's server at regular basis and data is not shared with any unauthorized person/agency under any circumstances.
10. The software should meet the requirements of fetching out timely reports and should also have capability to show the detailed analytical view of data with various aspects with proper dashboards for various officers.
11. The software provider should customize needs of department from time to time as and when required within reasonable time frame.
12. The vendor shall deploy one project manager or tool manager having the experience of minimum 1 year in handling the legal software project in proposed technology/software. Vendor has to submit a copy of profile of the staff/resources along with offer who will be working on this project/software.
13. The successful bidder shall provide training of software to the law officers and other officers working with DDA as well as lawyers empanelled with DDA, to enable them to handle the system effectively. Regular workshops should also be arranged by the service provider as and when required.
14. The service provider shall appoint a single point of contact with whom DDA will interact for any activity pertaining to the requirements of this tender document.
15. Successful bidder shall deliver install and operate the system/solution within 30 days preferably from the date of issue of award letter. For any delays in delivery and installation beyond delivery and installation period mentioned in the award letter, the vendor will be liable for penalties as per the decision taken by the competent authority of DDA.
16. Total duration of the project after Go Live is one year which is extendable on the same rate to second and third year based on satisfactory service report by Legal department after the completion of first year and Second year.
17. The work can be terminated by DDA anytime at the notice of one month
18. If for any reason the work order is terminated or become non-workable, then the agency will be required to hand over the complete data without any failure.
19. Facility management system (FMS) is also inbuilt part of the award. Customization as per DDA's requirements shall be carried as and when required.



## **Data Sheet 4**

### **Milestones and Terms of Payment to the Selected Agency**

#### **Payment Terms**

1. The software provider shall raise the quarterly bill at the end of each quarter (every 3 months) and the bill of the service provider shall be approved only on receiving the 'satisfactory report' from the law department, DDA. The final payment shall be released to the Agency only after the Agency has submitted to the Chief Legal Advisor, DDA the hard and soft copy of the updated legal-diary, updated lists and all other data prepared and maintained by it during the currency of the work. The quarterly amount will be determined based on the financial bid proposal as per form N i.e. monthly rate\*3+ Cost of Training the staff if any. However One time cost of bringing DDA onboard court case management software till Go Live is to be paid only once during the contract period.

## Data Sheet 5 :- PENALTIES

1. In the event that

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

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

2.) If any application comes to standstill on account of failure of the application software or RDBMS or OS and does not get resolved by next working day then a penalty equivalent 5% of the pro-rata amount payable for the month in respect of that application shall be deducted for the loss of every day. In case the application does not become operational the next morning and even beyond DDA would be free to impose the above penalty for each day loss and in addition may call for experts from open market to resolve problem at the risk and cost of the service provider.

3. In case the performance of service provider is not found satisfactory during the period of facility maintenance contract, Performance Bank Guarantee will be invoked by DDA.

**SECTION 5: STANDARD FORMS****TABLE OF CONTENTS**

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Form	N	Financial Bid Submission Form
Form	O	Standard Form of Work Order
Form	P	Standard Form for agreement
Form	Q	Form for Indemnity Bond
Form	R	Form of Bank Guarantee for Performance Security

**Form A:**

Covering Letter / Pre -Qualification Proposal Submission Form

[ Location, Date]

To

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

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

Dear Sir,

1. With reference to your RFQ - cum - RFP Document above, we, having examined all relevant documents and understood their contents, hereby submit our Pre -Qualification Proposal for selection as [name of assignment].
2. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: [ ] as per your advertisement, given in the above mentioned website(s).
3. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), Data Sheet(s), Form(s) etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
4. The corrigendum(s) and clarification(s) issued from time to time by DDA too have also been taken into consideration, while submitting this acceptance letter.
5. I am / We are submitting our Proposal as [name of the Applicant]. The Proposal is unconditional and unqualified. We understand you are not bound to accept any Proposal you receive.
6. I / We acknowledge that the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.
7. I am / We are bidding as [ Sole bidder ] for this tender
8. I / We acknowledge that DDA will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
9. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
10. I / We shall make available to DDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
11. I / We acknowledge the right of DDA to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account

whatsoever.

12. I / We certify that in the last 3(three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
13. I / We declare that:
  - a) We do not have any conflict of interest in accordance with the terms of the RFQ - cum - RFP.
  - b) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ - cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DDA or any other public sector enterprise or any government, Central or State; and
  - c) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - d) We confirm that our company and the Consortium Members (if any), is /are not blacklisted as on date, in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - e) We undertake to always maintain the secrecy of all the Records.
  - f) We shall always ensure that every care is taken to minimize the losses under all circumstances.
  - g) We have done our due-diligence and have duly checked all the contingencies which can affect the satisfactory commencement of completion of work.
  - h) We shall not hold DDA responsible for any loss or damage which may caused because of any such unforeseen contingency or factor and affect the work
  - i) We undertake to submit the bills alongwith all the required documents and that understand that no bill shall be passed nor shall any amount be paid to us unless the bill is supported with all the required documents.
  - j) We acknowledged that this RFP and all clarifications, corrigendums etc issued by DDA shall always form part of the Agreement and shall be binding upon us.
14. I / We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the ICT Agency, without incurring any liability to the Applicants.
15. I / We declare that we are not a member of any other Consortium/JV applying for selection as an Agency in this tender.
16. I / We certify that in regard to matters other than security and integrity of the country: -
  - a) we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
  - b) we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates.
17. I / We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector

undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ - cum - RFP.

18. I / We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.
19. I / We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
20. I / We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by DDA in connection with the selection of ICT Agency or in connection with the selection process itself in respect of the above mentioned Project.
21. I / We agree and understand that the proposal is subject to the provisions of the RFQ - cum - RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
22. I / We agree to keep this offer valid for [ ] days from the PDD specified in the RFQ - cum - RFP.
23. I / We have a local Office in Delhi at following address - [Mention Address]  
<or>  
I / We undertake to open a local service support office in Delhi, if we are awarded this work.
24. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
25. The Technical and Financial Proposal is being submitted in a separate cover in electronic form.
26. This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project solution provided by me, as per the requirements of the RFP for the scope given in this RFP.
27. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
28. I / We agree and undertake to abide by all the terms and conditions of the RFQ-cum-RFP Document. Compliance Sheet the minimum requirement for pre -qualification is enclosed.
29. I / We certify that we have the necessary capabilities to undertake the project: If at any time it is found out that we do not have the capabilities as enumerated above, Delhi Development Authority may put the Agency in negative list without prejudice to any other civil/ criminal action under the law and invocation of the earnest money deposit declaration.
30. I / We acknowledge that DDA is committed to follow the principles thereof as enumerated in the integrity Agreement enclosed with the tender/bid document. I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I / We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process.
31. I / We confirm acceptance and compliance with the Integrity Agreement in letter and

spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by DDA. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article -1 to the enclosed Integrity Agreement.

32. I / We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, DDA shall have unqualified, absolute and unfettered right to disqualify the tenderer / bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.
33. I am / We are applying for exemption of Tender Annual Charges / EMD to the extent allowed under this RFP, and I am an MSME registered under MSME Act 2006, and eligible for MSME exemption as per Government of India policy <Strike-off or delete this clause if not applicable> .
34. I (Sole Bidder) / We (the Lead Bidder) have [ mention number] number of technically qualified manpower in IT related field, capable to execute this project, on the rolls of the company as on the date of submission of bid.
35. In case my/our firm qualifies the I / We hereby undertake to submit the Integrity Agreement (Form B) in original, on stamp paper of requisite value, within 7 days of receipt of request from DDA, failing which, my / our bid may be treated as null -and-void.

I / We, Yours

sincerely,

Authorized Signature [In full and initials] :

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

Email:

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

Encl.: Compliance Sheet.

**FORM B:**

**INTEGRITY AGREEMENT**

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

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at .....on this ..... Day of ..... 20 .....  
BETWEEN

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

AND

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

through.....(Hereinafter referred to as the  
(Details of duly authorized signatory)

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

**Preamble**

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

.....  
(Name of Work)

Hereinafter referred to as the "Contract".

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

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

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

**Article 1: Commitment of the Principal / Owner**

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



will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- (1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s) / Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in Tender process and during the Contract execution.
  - a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage to any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s) / Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents / representatives, if any. Either an Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel tender for the same item.
  - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s) / Contractor(s) will not directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/ or to influence the procurement process to the detriment of the Government interest.
- (5) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).
- (6) The Bidder(s) / Contractor(s) shall always remain bound to all the clause, terms & conditions of this RFP, Agreement and its undertaking given herein above.

#### Article 3: Consequences of Breach

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

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability

or credibility in question, the Principal / Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s) / Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal / Owner.

2. Forfeiture of EMD / Performance Guarantee / Security Deposit: If the Principal / Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated / determined the Contract or has accrued the right to terminate / determine the Contract according to Article 3(1), the Principal / Owner apart from exercising any legal rights that may have accrued to the Principal / Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder / contractor.
3. Criminal Liability: If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal / Owner will inform the same to law enforcing agencies for further investigation.

#### Article 4: Previous Transgression

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

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

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

#### Article 6 - Duration of the Pact

1. This pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged determined by the Competent Authority, DDA.

#### Article 7 – Other Provisions

1. This pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal / Owner, who has floated the Tender.

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

Article 8 - LEGAL AND PRIOR RIGHTS

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

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

.....

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

.....

(For and on behalf of Principal/ Owner)

WITNESSES:

1. ....  
 (Signature, name and address)

2. ....  
 (Signature, name and address)

Place:  
 Dated:

**FORM C:**

Chartered Accountant Certificate for Turnover and Net Worth

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

{Place}

{Date}

To,

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

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

We have examined the books of accounts and other relevant records of –

[M/s (Name of Company),  
Address]

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

Financial Year	Net Worth (Book Value in INR Lakhs)	Turnover from ICT related projects (in INR Lakhs)
2019-20		
2018-2019		
2017-2018		

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

Place:

Date:

Chartered Accountants Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

## FORM D:

### Format for Power of Attorney for Authorized Representative

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

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

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

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

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of Witness]

Accepted

Signature]  
[ Name] [ Designation] [Address]

Notes:

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

## FORM E

### Form for submission of Pre-Bid Query

Name of the Organisation:

Address:

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

Mobile No:

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

### Form F :

#### Details of Works Executed / Bidder's Experience

(PART 1) – Consolidated Statement

(To be submitted on firm's letter head)

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

Signature of Authorised Signatory

Date

#### Form F (Part 2) : Individual details of Projects

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

Assignment Name and Project cost	Approx. value of the contract (in INR in Lakh/ Crore):
Country:	Duration of assignment (months):
Location within country:	
Name of Client	Total No. of staff -months of the assignment:
Address	Approx. value of the services provided by your firm under the contract (in INR in Crore):

Start Date (Month/Year)	No. of professional staff-months provided by associated consultants
Completion Date (Month/Year)	
Name of Lead Partner	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, if any:	
Narrative description of the Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

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

Firm's Name:

Authorized Signature:

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

**Form G:**

Technical Proposal Submission Form

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

[ Location, Date]

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

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

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory: Name of Firm:  
Address:  
Telephone:  
Fax:  
(Name and seal of the Applicant/ Member in Charge)

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



**Form H**

[Location, Date]

Form for Submission of details about past work

Following Work has been developed by the Bidder for our clients

Name and Address of Client:

Work Order date :

Work Completion date:

Title of Work:

Amount (INR):

url / access to the application:

Context in which the work was undertaken

Nature of services provided:

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

[Authorised signatory]

---

Please enclose copy of work order & work completion certificate

## FORM N

### Financial Proposal Submission Form

[Location] [Date]

To  
Dy. Dir (Systems)II  
Delhi Development Authority  
Ministry of Housing and Urban affairs (MoH&UA)  
Vikas Sadan  
New Delhi-110007

**Subject: Services for [name of assignment].**

Dear Sir,

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

S.No	Description	No of units (A)	Unit Type	Unit Price (INR) Inclusive of all taxes(B)	Total Amount (INR) Inclusive of all taxes (A)X(B)
1	One time cost of bringing DDA onboard court case management software till Go Live	1			
2	Monthly rate after Go Live	12			
3	Cost of Training the staff	1			
<b>Total</b>					

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

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

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory: Name of

Firm:

Address:

**FORM O: Standard Form of Work Order**

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

No \_\_\_\_\_ To  
M/S[\_\_\_\_\_]

Sir,

Sub : Order for award of work for [Name of Assignment]

[ Date , Place]

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

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

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

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

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

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

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

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

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

We Remain,  
(\_\_\_\_\_)  
Dy Dir Systems

**FORM P**  
**Form for Agreement**

AGREEMENT

THIS AGREEMENT is made on the ..... day of ..... 2021 at ..... India

BETWEEN

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

AND

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

WHEREAS

- (a) The Purchaser had invited the bids vide their tender no. < insert service details > Dated xx.xx.xxxx (hereinafter referred to as ‘Tender Document’) for “ Subject-----  
-----”
- (b) The AGENCY had submitted its proposal dated xx/xx/201x (hereinafter referred to as the ‘Tender’) for the provision of such services (i.e. ....  
.....) in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and the tender documents.
- (c) The DDA has agreed to appoint the AGENCY for the provision of < insert service title > such services and the AGENCY has agreed to provide <insert service title>, as are represented in the Tender, including the terms of this Agreement, the Annexure attached hereto and in accordance with the terms and conditions of the Tender, and in terms of the discussions, negotiations, clarifications in relation to the implementation of the Scope of Work.
- (d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document vide no. < insert Tender Reference details > Dated < insert date >.
- 2) All the terms and conditions as mentioned in the RFP cum RFQ( tender document) vide no. < insert Tender Reference details > Dated < insert date > are ipso facto applicable under this Agreement.
- 3) The following documents shall form part of this Agreement and be read and construed accordingly: -

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

- 4) The Terms and Conditions and Clauses mentioned in the Tender Document (Annexure -B), subject to Corrigendum issued (Annexure – C) shall be deemed to be the clauses of this agreement.
- 5) In consideration of the payments to be made by the DDA to the Agency as hereinafter mentioned, the

Agency hereby covenants with the DDA to provide <insert service detail>, in conformity in all respects with the provisions of this Agreement/Tender Documents .

- 6) The DDA hereby covenants to pay the Agency in consideration of the provision of <insert service detail> therein, the Agreement Price or such other sum as may become payable under the provisions of the Agreement/Tender Documents at the time and in the manner prescribed by the Agreement/Tender Documents.
- 7) The total value of the Contract shall not exceed ₹xxxxxxxxxxx/ - (Rupees xxxxxxxxxxxxxxxxxxxxxx Only) .
- 8) This agreement shall be effective from dd/mm/yyyy (hereinafter "the said date" i.e. the date of signing of this Agreement and shall remain valid for a period of <insert period details in terms of month or year> from the date of signing of this Agreement .

#### Commencement, completion, modification and termination of work order

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

#### Obligations of the Agency

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

#### Obligations of the DDA

- 20) Assistance and Exemptions: The DDA will use its best efforts to ensure that the Government will provide the Agency with work permits and such other documents as necessary to enable the Agency to perform the Services:
- 21) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

#### Payments to the Agency

- 22) The Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. The Agency shall indemnify the DDA against any inaccuracy in the work, which might surface during implementation of the project.
- 23) Advance payment will not be considered.
- 24) The Agency will submit pre-receipted invoices /bills in triplicate, complete in all respects and supported with all required documents to prove the work done any amount payable, on the last working day of every quarter, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken during the month(s), supporting documents and bills as well as documentation in support of the bill. A reconciliation sheet pertaining to the bills will be submitted every quarter.
- 25) The final payment, shall be released only after the Agency has submitted to the Chief Legal Advisor, DDA a hard and soft copy of the ~~updated legal draft, lists and all other data maintained & prepared by the Agency during the currency of the work,~~
- 26) Currency: The price is payable in local currency i.e. Indian Rupees.
- 27) If the Agency does not make any demand for reconciliation in respect of any claim, in writing, within 30 days of receiving the intimation from the Officer -in-Charge that "final bill is ready for the payment", the claim of the Agency shall be deemed to have been waived and absolutely barred and the DDA shall be discharged and released of all liabilities under the contract in respect of such claim. No interest shall be paid by DDA under any circumstances.
- 28) All bills/invoices shall always be supported by all the required documents to substantiate the work done & amount due and unless the bill is submitted along with documents, same shall not be considered as valid for any purpose and no interest, whatsoever, shall be paid thereon.
- 29) Bill considered valid and acceptable shall be paid within a period of 45 days from the receipt thereof.
- 30) All bills, letters, notices and documents etc. shall always be submitted against receipt and duplicate copy thereof shall always be kept by the Agency.

#### Assignment and Charges

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

#### Force Majeure

- 33) Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country (such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts) (hereinafter referred to as "events") provided such event is duly endorsed by the appropriate authorities/chamber of commerce in the country.
- 34) Force Majeure shall not include
  - (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor
  - (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- 35) A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as practicable, but within 21 days from the date of occurrence and termination thereof.
- 36) No Breach of Work order: The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
  - a) Has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
  - b) has informed the other party as soon as possible about the occurrence of such an event.

- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
  - d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.
- 37) Deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the DDA as to whether the deliveries have so resumed or not, shall be final and conclusive, provided that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the DDA may, at his option, terminate the Contract.
- 38) Extension of Time: Any period within which a Party shall, pursuant to this Work order, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 39) During the Force Majeure period no payment shall be made by DDA, however, if so found proper and reasonable the Vice-Chairman, DDA on being provided the cogent evidence may compensate the Agency for the actual loss, if any, suffered by the Agency. The payment of any such amount shall be at the sole discretion of the Vice-Chairman, DDA whose decision shall be final & binding and shall be beyond the jurisdiction of Arbitration. Agency shall always be responsible to ensure that under all circumstances no loss/damage is caused.

#### Termination

- 40) By the DDA: The DDA may terminate this Work order, written notice of termination to the Agency, to be given after the occurrence of any of the events specified in this clause:
- a) if the Agency do not remedy a failure in the performance of their obligations under the Work order, within a period of seven (7) days, after being notified or within such further period as the DDA may have subsequently approved in writing;
  - b) within fifteen (15) days, if the Agency become insolvent or bankrupt;
  - c) if, as the result of Force Majeure, the Agency are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
  - d) within fifteen (15) days, if the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
  - e) within seven (7) days, if the Agency submits to the DDA a false statement which has a material effect on the rights, obligations or interests of the DDA. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the DDA;
  - f) within seven (7) days, if the Agency, in the judgment of the DDA has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;
  - g) if the DDA, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days' decides to terminate this Work order.
- 41) Subject to clause 18 of this agreement, any functionality which is neither in the tender document nor explicitly specified in the scope of work, either by accident or by design, will not be considered to be a breach of contract, such that the Agency must be liable for legal actions and be charged for damages.
- 42) DDA may, at any time, terminate the purchase order by giving four weeks written notice to the Agency, without any compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent.
- 43) Payment upon termination: Upon termination of this Work order, the DDA will make the following payments to the Agency:
- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;
  - b) If the termination is not because of reason attributable to the Agency, it shall be entitled to receive the payment for the actual work done by it but shall neither be entitled nor be paid for any interest, loss of profits, damages, and/or loss on any account, whatsoever. However, if termination is because of any fault or reason attributable to Agency, it shall not be entitled to any further payment but shall be liable to pay the penalty and liquidated damages, as mentioned herein above.
  - c) The Agency will be required to pay any such liquidated damages to DDA within 30 days of termination date.

#### Severability:

- 44) If for any reason whatever any provision of the Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon



one or more provisions which may be substituted for such in valid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

#### Risk Purchase

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

#### Limitation of Liability

- 47) Neither of the parties shall be liable for any remote loss or damage arising out of or relating to the present work. However, if because of any reason attributable to one party, other party suffers any type of loss, or damage, the party responsible shall always indemnify and compensate the opposite party for all such losses and damages. It is specifically made clear that DDA shall never be responsible for any type of loss or damage which may be caused to any person or properties because of any act/omission of the agency and agency alone shall be responsible to make good all such losses and damages.
- 48) The Agency shall always indemnify the DDA for all types of losses, damages and accidents etc.
- 49) DDA shall never be held responsible for any type of loss or damage which may cause to Agency's employees, workers, labour, staff, technicians, agents, assigns, visitors etc., due to any reason, whatsoever.
- 50) For the purposes of above Clauses, -
  - (i) "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property.
  - (ii) "Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

#### Indemnity

- 51) The Agency must indemnify the DDA against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/hardware/manpower etc and related services or any part thereof. DDA stand indemnified from any claims that the hired manpower / Agency's manpower may opt to have towards the discharge of their duties in the fulfilment of the purchase orders. DDA also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / Agency's manpower while discharging their duty towards fulfilment of the purchase orders.
- 52) The Agency agrees to indemnify and hold harmless the DDA from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys fee sand other costs of defense or investigation related to or arising out of, whether directly or indirectly,
  - (a) the breach by the Agency of any obligations specified in relevant clauses hereof;
  - (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the DDA; however, that the omissions to notify shall not relieve the Agency from any liability which it may have to the DDA or the third party.
  - (c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter).
- 53) As soon as reasonably practicable after the receipt by the DDA of a notice of the commencement of any

action by a third party, the DDA will notify the Agency of the commencement thereof; provided,

- 54) The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof.
- 55) The foregoing provisions are in addition to any rights which the DDA may have at common law, in equity or otherwise.
- 56) The Agency shall at all times indemnify and keep indemnified DDA against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 57) The Agency shall at all times indemnify and keep indemnified DDA against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.
- 58) The Agency shall at all times indemnify and keep indemnified DDA against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- 59) All claims regarding indemnity shall survive the termination or expiry of the Work Order.

#### Settlement of disputes and Arbitration

- 60) Amicable Settlement: The parties shall use their best efforts to amicably settle all the disputes, differences, issues and claims arising out of or in connection with this RFP, Agreement, their Terms & Conditions, scope of work, payment of bills, orders, directions, and for the purpose of said amicable settlement, the party aggrieved shall give a notice in writing intimating all the claims, issues and payment, if any, claimed there-against. To resolve the disputes amicably maximum three meetings shall be held between the Nodal Officer and the representative of the Agency within a period of 30 days from the date of receipt of the aforesaid notice. .  
If, after 30 (thirty) days from the commencement of the aforesaid meetings the DDA and the Agency are unable to resolve amicably the matter.  
shall be decided through the process of Arbitration. All the disputes arising out of and/or relating to this Agreement/work, shall be resolved through the process of arbitration for which the party aggrieved shall submit to the Vice-chairman, DDA a list of disputes & claims with the actual amount claimed under all the disputes & claims. The Vice-Chairman, DDA shall provide a list containing names of at-least 10 persons to the Agency who shall choose any one of them to be appointed as the Sole Arbitrator. The Arbitrator shall decide only such disputes & claims which are mentioned in the said list and specifically been referred to it. The Arbitral Tribunal shall not award the amount more than the amount claimed in the said list. However, any mechanism, issue or decision etc. which has been made final and binding under this Agreement shall always be beyond the scope & jurisdiction of Arbitration, even if the same is referred for Arbitration.

#### Notices

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

#### Intellectual Property Rights

- 63) In case of development of the application: Agency shall disclose all such Intellectual Property Rights arising in performance of the Services to the DDA and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals as may be necessary as per the existing laws in India to effectively transfer such rights to the DDA. Once transferred, the DDA shall own and have a right to use all such Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes,

products, specifications, reports, drawings and other documents which have been newly created and developed by the Agency solely during the performance of Services and for the purposes of inter -alia use or sub-license of such Services under this Contract.

- 64) In case of deployment of COTS products: DDA shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports and other documents which have been newly created and developed by the Agency solely during the performance of Services and for the purposes of inter -alia use or sub-license of such Services under this Contract. All documentation and configuration items such as scripts, code, queries etc. developed by the Agency shall be property of the DDA. The Agency should create a repository of such resources and provide access to DDA. The Agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the DDA and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the DDA: -
- (a) Agency shall not only support DDA with the proposed COTS during the contract period, but also, confirm that after the expiration / termination of the initial contract, continued support will be provided by the Agency to the DDA, in case DDA chooses to maintain/ upgrade the COTS proposed, either directly or through third party agency(ies);
  - (b) Continued support to the DDA will be subject to the purchase of support by the DDA post termination / expiry of contract;
  - (c) The customized source code with its full rights shall be handed over to the DDA.
  - (d) In case of COTS based solution, IPR Rights of the source code of COTS product will be with the Agency/ OEM. The Agency shall not use the COTS solution developed under this project, without the exclusive permission of the DDA, for other Users. Source Code of the COTS Solution developed under this project shall be submitted in ESCROW arrangement.
  - (e) IP Rights on application software built around the COTS under the Project will rest with the DDA. The Agency shall not have any right whatsoever, to operationalize the Application software operationalized under this project, for another user, without the written permission of the DDA. The Source Code of the Customization/ bespoke code needs to be transferred to DDA as a part of knowledge transfer.
- 65) If DDA desires, the Agency shall be obliged to ensure that all approvals, registrations, licenses, permits and rights etc. which are inter -alia necessary for use of the goods supplied / installed by the Agency, and which may be assigned by the DDA to the Agency for the purpose of execution of any of its obligations under the terms of the Bid, Tender or this Contract, shall be acquired in the name of the DDA, prior to termination of this Contract. However, subsequent to the term of this Contract, such approvals, registrations, licenses, permits and rights etc. shall endure to the exclusive benefit of the DDA.
- 66) The Agency / Agency's Team shall ensure that while it uses any software, processes, document or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person and the Agency shall keep the DDA indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency or the Agency's Team during the course of performance of the Services. In case of any infringement by the Agency / Agency's Team, Agency shall have sole control of the defense and all related settlement negotiations.
- 67) Documents Prepared by the Agency to be the Property of the DDA: All data , lists , designs, reports, other documents and software submitted by the Agency pursuant to this work order shall become and remain the property of the DDA, and the Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the DDA, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software. The future use of these documents and software, if any, shall be with specific consent of the DDA.

#### Warranties for Software/ Application

- 68) The Agency represents warrants and covenants that on the acceptance date and for the Warranty Period, the Software will be free of material programming errors and will operate and conform to the respective Software's Documentation including, inter alia, SR S (System Requirement Specification) and other manuals. The Agency also represents warrants and covenants that the medium on which the Software is contained when delivered to the DDA, will be free from defects in material or workmanship, and shall be free from any viruses, bugs etc.
- 69) The Agency represents warrants and covenants that the Technical Documentation delivered to the DDA for the system developed and operationalised will be sufficient to allow a reasonably

knowledgeable information technology professional to maintain and support such Software. The System Integrator represents warrants and covenants that the User Documentation for the System developed and operationalised will accurately describe in terms understandable by a typical end user the functions and features of the System and the Procedures for exercising such functions and features.

#### Publicity

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

#### Performance Security

- 71) In the event where due extension of work order or otherwise, validity of Performance Bank Guarantee is near its expiry, the Agency shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide a fresh unconditional and irrevocable bank guarantee as Performance Security for the same amount as existing Bank Guarantee, or The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment.
- 72) If the DDA shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the DDA shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Agency of its obligations under this Work order until such time as the DDA shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the DDA will refund to the Agency the full amount of the bank guarantee, unless the DDA has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Agency; provided that the DDA will not be liable to pay any interest on such balance.
- 73) The DDA will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any draw downs by the DDA in accordance with the provisions hereof, be released by the DDA within a period of 60 (Sixty) Days from the date of completion of the services.
- 74) The DDA shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:
  - a) the Agency becomes liable to pay penalty;
  - b) occurrence of any of the events listed in sub-clauses (a) through (f) of Clause 42 of this Work Order;
  - c) any material breach of the terms hereof; and/or
- 75) Without prejudice to paragraph above, if the Agency fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order, the DDA shall have the right to terminate the agreement forthwith and the Agency shall have no claim over the payments due to it.

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

Signed, Sealed and Delivered for & on behalf of Agency

Signed, Sealed and Delivered for & on behalf of DDA

Signed :

Signed :

Name :

Name :

Date :

Date :

Place : New Delhi

Place : New Delhi

In the presence of:

In the presence of:

Signed :

Signed :

Name :

Name :

Date :

Date :

Place : New Delhi

Place : New Delhi

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

# Form Q

## INDEMNITY BOND

THIS BOND is made on this ..... day of ....., 2021 by M/s.....through Shri..... duly authorized representative of the ..... (hereinafter referred to as ..... which expression shall unless context requires different or another meaning, include its successors, administrators and assigns) in favour of the Delhi Development Authority, a body corporate constituted under Section 3 of Delhi Development Act, 1957 (hereinafter called "The Authority" which expression shall include its successors and assigns).

WHEREAS ..... has entered into an agreement executed on ....., 2021 with the Authority (hereinafter referred to as "The said Agreement") for the "<Name of the tender> \_"

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

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

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

EXECUTANT

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

Witness:

- 1.
- 2.

## FORM R

Form of Bank Guarantee for Performance Security

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

Ref.: \_\_\_\_\_ Bank Guarantee: \_\_\_\_\_  
Date: \_\_\_\_\_  
Dear Sir,

In consideration of DDA, Government of India (hereinafter referred as the 'DDA', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Agency] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the '\_Agency' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns) , an Assignment for preparation of [name of assignment] Work order by issue of DDA's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Agency, resulting in a Work order valued at Rs.[amount in figures and words] for (Scope of Work) (hereinafter called the '\_Work order') and the Agency having agreed to furnish a Bank Guarantee amounting to Rs.[ amount in figures and words] to the DDA for performance of the said Agreement.

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

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

The DDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The DDA shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the DDA and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the DDA and the Agency any other course or remedy or security available to the DDA. The Bank shall not be relieved of its obligations under these presents by any exercise by the DDA of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the DDA or any other indulgence shown by the DDA or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

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

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

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

WITNES

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

[Official Address]  
[ With Bank Stamp]

Designation

Attorney as Per Power of Attorney No.  
is not applicable.

Dated Strike out, whichever

The stamp papers of appropriate value shall be purchased in the name of bank which issues the Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the DDA.



Performa for Earnest Money Deposit Declaration

Whereas, I/We \_\_\_\_\_(name of agency)\_\_\_\_\_have submitted bids for \_\_\_\_\_(name of work)\_\_\_\_\_.

I/We hereby submit the following declaration in lieu of submitting Earnest Money Deposit.

- 1) If after the opening of tender,I/we withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

or

- 2) If, after the award of work, I/we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for **DDA** tenders from date of issue of suspension order.

Signature of the contractors(s)