

DELHI DEVELOPMENT AUTHORITY
VIKAS SADAN, INA,
New Delhi

National Competitive Bidding (NCB)

Appointment of a well experienced Agency (ICT Agency) for development of Integrated Financial Management Information System (IFMIS) on turnkey basis for Delhi Development Authority (DDA), a Statutory Authority established under Section 3 of Delhi Development Act, 1957.

Request for Qualification Cum Request for Proposal

DELHI DEVELOPMENT AUTHORITY
NOTICE INVITING REQUEST FOR QUALIFICATION (RFQ)-CUM-REQUEST FOR PROPOSAL (RFP)

Section 1 – DISCLAIMER

1. This RFP document is neither an agreement nor an offer by Delhi Development Authority, a Statutory Authority established under Section 3 of the Delhi Development Act, 1957 (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.
2. DDA does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for DDA to consider particular needs of each party who reads or uses this document. RFP includes statements which reflect various assumptions and assessments arrived at by DDA in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this RFP document and obtain independent advice from appropriate sources.
3. 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.
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 may be, 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 not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. DDA accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. All the bidders are advised not to depend solely upon the information provided by the DDA or on in this RFP. All the bidders must do their due-diligence and to submit their proposal/bid only after checking, verifying and confirming the same in all respects.

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.

SECTION 2: LETTER OF INVITATION

New Delhi Date: 03.01.2022

Tender Scope

1. 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 5. Name of the Client is as per Data Sheet-1.

Main Objective

DDA desires to develop on turn key basis an Integrated Financial Management Information System (IFMIS) consisting of functionalities for accounting of Receipts, Payments and compilation of DDA's Accounts from voucher level involving the following aspects:-

- i) Design, Development, Implementation, Commissioning , Provide Training and Handholding support for IFMIS.
- ii) Supply, Installation, Integration, Testing, Commissioning and smooth operation of required System software required for IFMIS including onsite manpower support.
- iii) Provision of adequate manpower for smooth operation of the software for three years after commissioning of the IFMIS project.

Selection Procedure

1. **A ICT Agency will be selected as per following method:** A composite score shall be calculated for those bidders whose bids are found to be in order. The technical score would be calculated for each applicant by the client and all the applicants who get at least 75 marks out of 100 would be considered for financial evaluation (Data Sheet-1).

2. Applicants who get a technical score of less than 75 out of 100 would not be considered for the financial evaluation. Minimum Technical Score required for the Technical Bid to qualify is 90 Marks out of 120 (total) and 60% score in each category (A, B, C, and D of Data Sheet 3). After technical qualification The L1 in financial bid will be termed the successful bidder for awarding the work order.

3. All agencies having capacity/expertise as per Data Sheet 1 are invited to participate in the RfP – cum – RfQ.

4. 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	
---------------------------------------	--

5. Request for clarifications / suggestions for change in the RFP conditions may be made before last date mentioned in the Data Sheet 1 through e -mail in Form R. The submissions (including requests for clarifications) may be addressed and sent to such officer at such address as per details given in the Data Sheet 1. All submissions / request for clarifications should be made by e-mail at the email – ID given in the Data Sheet-1.

6. All clarifications / corrigenda will be published only on the website of CPP Portal and DDA. 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.

7. 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,
Chief Accounts Officer
 DELHI DEVELOPMENT AUTHORITY

SECTION 3: INSTRUCTIONS TO APPLICANTS

Introduction

1. The Client (hereinafter called—DDA) proposes to select an ICT Agency in accordance with the method of selection specified in this document. Applicants are advised that the selection of ICT 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 are final without any right of appeal whatsoever.
2. The Applicants are invited to submit Pre-Qualification, 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 ICT Agency. The ICT Agency shall carry out the assignment in accordance with the Terms of Reference of this RFQ – cum - RFP (-the TOR).
4. Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by DDA or any other costs incurred in connection with or relating to its Proposal. The DDA is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to grant of work order, without thereby incurring any liability to the Applicants.
5. DDA requires that the Applicant hold DDA's interests' paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of DDA and the Project.
6. It is the DDA's policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the DDA:
 - (i) will reject the Proposal for award if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing the work order in question;
 - (ii) will blacklist the Applicant and/or declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it at any time determines that the Applicant has engaged in corrupt or fraudulent practices in competing for and in executing the work order or has in any manner tried to defeat DDA's interest.

7. Dispute Resolution: If 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 dispute or difference arose, all and any disputes or differences shall be settled through a Sole Arbitrator to be appointed by the mutual consent of both the parties as per the procedure mentioned hereinafter.
8. Termination of Assignment: DDA will have the right to terminate the assignment by giving 90 (Ninety) days written notice. In the event of termination of assignment/closure of contract and their being no fault of the Applicant, the DDA will reimburse the justifiable cost incurred by the Applicant till the date of issuance of the notice of termination and nothing extra on any account, whatsoever, be it loss of profit, expenses, overheads, damages, interest, compensation etc. will be paid nor will the Applicant be entitled to claim the same. All the reimbursements will be paid only, if the Applicant submits justifiable & reliable proof of incurring the cost. This shall, however, be in addition to the fees payable to the Applicant for the actual work done by it.
9. The Applicant shall submit his proposal in Electronic form on the CPP portal. In case EMD is submitted in form of Bank Guarantee, one cover containing original EMD shall be submitted in physical form before the closing date of submission of Tender in the Tender Box available in the Office specified in the Data Sheet 1. **Pre-Qualification Proposal, Technical Proposal and Financial Proposal** shall be submitted only through Central Public Procurement Portal. A copy of the EMD 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 reason thereof.
 - (ii) Without prejudice to the generality of above, the DDA reserves the right to reject any Proposal if:
 - (a) At any time, a material misrepresentation is made or discovered, or
 - (b) The Applicant does not provide, within the time specified by the DDA, the supplemental information sought by the DDA for evaluation of the Proposal.
12. Disqualification
- (i) Any misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant.
 - (ii) If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the DDA reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the DDA, including annulment of the Selection Process.

- 13. Acknowledgement by Applicant:** It shall be deemed that by submitting the Proposal, the Applicant has:
- (i) made a complete and careful examination of the RFQ - cum - RFP;

- (ii) received all relevant information requested from the DDA;
- (iii) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ-cum-RFP or furnished by or on behalf of the DDA;
- (iv) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (v) acknowledged that it does not have a Conflict of Interest; and
- (vi) agreed to be bound by the undertaking provided by it under and in term hereof, and
- (vii) has properly and carefully done due-diligence so as to avoid any type of loss.
- (viii) To not hold DDA and/or any of its officers, & employees, responsible for any type of inadequate information, misinformation, wrong-information, non-information, defects, be it latent or patent, in the RFP/RFQ and/or anywhere else.
- (ix) To have submitted the bid/proposal after gathering all the required information from all the authorities, agencies, available sources etc. and after fully satisfying itself in all respects.
- (x) To have submitted the bid as per its own choice and without any type force, allurements, coercion or deception etc. from any person or authority.
- (xi) To have understood and clarified all the terms & conditions, stipulations, clauses etc. of this RFP/RFQ and that no ambiguity exists or is found in this RFP/RFQ.
- (xii) It can start the work immediately on receipt of work-order and without seeking any assistance from the DDA.
- (xiii) Shall not hold DDA responsible for any type of delay in commencement, execution and completion of the work.

- 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. The Tenderer are required to submit bid security/Earnest Money Deposit Declaration as per proforma attached (Data Sheet-8). Tenderers are required to deposit E-Tender Annual Charges of amount mentioned in the Data Sheet 1 through separate transactions with RTGS/NEFT to the accounts mentioned in Data Sheet 1. Details are as follows –
- (i) The unique transaction reference of RTGS/NEFT shall have to be uploaded by the prescribed date.
 - (ii) The Dy. CAO(Accounts) Main will get EMD verified from Sr. A.O Cash Main on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.
 - (iii) The unique transaction reference on RTGS/NEFT against E-Tender Annual Charges shall be placed online at specified location for Tender on the CPP Portal.
20. DDA will be entitled to blacklist and debar an Applicant from submitting any further tenders/bids for any type of work in/for DDA and also to claim loss and damage in regard to the RFQ - cum - RFP without prejudice to DDA's any other right or remedy under the following conditions:
- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ - cum - RFP (including the Standard Form of work order);
 - (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ-cum-RFP and as extended by the Applicant from time to time,
 - (iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security of specified amount within the specified time limit, or
 - (iv) If the Applicant commits any breach of terms of this RFQ - cum - RFP or is found to have made a false representation to DDA.
 - (v) If the Applicant commits any act which can or which causes any loss to DDA.

Disqualification to participate in the tender process

- 21 Any entity including an individual or a group of individuals which is adjudged/declared insolvent or 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.

22. 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..

Preparation of proposal

23. 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.
24. In preparing their Proposal, Applicants are expected to thoroughly examine the RFQ cum - RFP Document.
25. Bid should be valid for the period mentioned in the Data Sheet 1.
26. The Prequalification Proposal and technical proposal should provide the documents as prescribed in Data Sheet 2 and Data Sheet 3 respectively. No information related to financial proposal should be provided in the Prequalification/technical proposal.
27. Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, DDA will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.
28. The Proposals must be digitally signed by the Authorized Representative as detailed below:
 - a. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - b. by a duly authorized person under resolution of the Board, in case of a Limited Company or a Corporation;
29. 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.
30. 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, air fare,

- transportation, equipment, printing of documents, secondary and primary data collection, etc.
- c. The total amount indicated in the Financial Proposal shall be inclusive of all type of taxes, cess, levy, duties etc., 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.
31. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfill its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant.
 32. The applicant shall bear all taxes, duties, fees, levies and other charges including GST / service tax imposed under the Applicable Law as applicable on foreign and domestic inputs. In case of any statutory taxes/duties are levied after the award of work and during the period of contract, then it shall be payable by DDA. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

Submission, receipt and opening of proposals

33. 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 names should contain only first two words of its name.
34. The Authorized Representative of the Applicant should authenticate EMD Declaration, Pre - Qualification, Technical and Financial proposal using his digital signatures.
35. Authorized Representative's authorization should be confirmed by a resolution/power of attorney by the Board /competent authority accompanying the Proposal (Pre - Qualification Proposal).
36. 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.
37. Documents to be submitted /uploaded in Pre-Qualification proposal are given in Data Sheet 2. Applicant shall also submit/upload compliance sheet (certifying meeting the PQ criteria) as per format in para 2 of Data Sheet 2.
38. Documents to be submitted /uploaded in Technical Proposal are given in Data Sheet-3.

39. After the deadline for submission of proposals, (on -line) Pre-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 Technical and Financial Proposals shall remain sealed on the CPP portal at this stage. Similar will be the process for opening Technical Bids of bidders who qualify pre-qualification.
40. Preparation and submission of Financial Bids-
- Schedule of price bid in the form of BoQ_XXXXX.xls
 - The Tenderers shall submit the financial bid as provided in BoQ_XXXXX.xls along with this tender document. Bidders are advised to download and quote rates and upload in the site at the respective location.
 - Quoted rates must be inclusive of GST, all taxes and duties applicable, and any other charges (if any).
 - However, all applicable deductions on account of taxes and duties etc., shall be made by DDA.
 - The Form for submission of Financial Bid is Form N and Breakup of Cost is to be provided in Form O.
41. 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.
42. 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.
43. 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 tenderer shall be suspended for one year and shall not be eligible to bid for DDA/CPWD tenders from date of issue of suspension order as per declaration submitted by the bidder.

Proposal Evaluation

44. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ - cum-RFP. Subsequently the technical evaluation as specified in this RFQ-cum-RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared in the order of their merit. The Financial Proposals of technically qualified Applicant securing the minimum qualification marks will be opened.

45. As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (—Shortlisted Applicant), shall be checked for responsiveness in accordance with the requirements of the RFQ -cum-RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document.

46. Prior to evaluation of Proposals, the DDA will determine whether each Proposal is responsive to the requirements of the RFQ - cum - RFP at each evaluation stage as indicated below. The DDA may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

RFQ Stage

- a. The Pre-Qualification Proposal is received in the form specified in this RFQ cum - RFP;
- b. it is received by the Proposed Due Date including any extension thereof in terms hereof;
- c. it does not contain any condition or qualification; and
- d. it is not non-responsive in terms hereof.

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 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.

47. The DDA reserves the right to reject any Proposal which is non -responsive 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.

48. **Prequalification Evaluation:** As part of the PQ evaluation, the Pre-Qualification Proposals submitted [in Form A] should fulfill the Minimum Qualification Criteria specified in **Data Sheet 2**. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Technical Proposal of such an Applicant will not be opened and evaluated further. In such cases, the RFP details containing the Technical Proposal and Financial Proposal will not be opened after completion of evaluation of Pre - Qualification.

49. 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 and points system specified in **Data Sheet 3**.
- 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. Each evaluated Proposal will be given a technical score (St). If required, the DDA may seek specific clarifications from any or all Agency(ies) at this stage. The DDA shall determine the technical score (St) 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.

50. **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.

51. The sum total of all costs (column (e) in Form N) shall be taken as the Financial Bid. The Applicant achieving minimum qualifying Technical Score, 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

52. After the selection process is completed, a Work Order will be issued, in duplicate, by the DDA to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the said 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 Deposit 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, and the next highest ranking Applicant may be considered.

53. Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event DDA may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the DDA shall 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.

54. Simultaneously on acknowledging the receipt of work-order, the Tenderer (selected bidder) shall present itself in the office of the DDA and shall execute an agreement, as per Form Q annexed herein (Draft of Agreement).
55. 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 10 (ten) 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 nonresident, in compliance with applicable foreign exchange laws and regulations).
 - d. Performance Bank Guarantee shall be in form of a Bank Guarantee substantially in the form annexed with the work order (Form P).
 - e. For the successful bidder, the Security Deposit shall be retained for the entire duration of the contract. Initial PBG of 3% of the Tendered cost shall be retained till one year and 6 months time. Which on successful completion shall be replaced by another PBG of 3% tendered cost of 3 years O&M value (in terms of OM No. F-9/4/2020-PPD dated 12.11.2020). This Bank Guarantee shall be retained for the entire O&M period of 3 years. However, in case there is revision in guidelines related to performance Guarantee, the said guidelines will be made applicable for performance bank guarantee.
 - f. No interest or any other charge or cost, at all, will be paid by the DDA to the successful bidder on the performance security, earnest money, security deposit etc.
56. The Performance Bank Guarantee (PBG) will be invoked by DDA, in case the performance of the vendor is not found satisfactory during the period of Work.
57. 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

58. 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.

Grievance Redressal

59. 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.
60. 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.

Payment terms

61. The payment terms of the service charges as well as other charges quoted by the successful bidder shall be as per Data Sheet 6.

Confidentiality

62. 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.

Fraud and corrupt practices

63. The Applicants and their respective officers, employees, agents and advisers, partners, directors, stake-holders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ - cum - RFP, the DDA will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the DDA will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the DDA for, inter alia, time, cost and effort of the DDA, in regard to the RFQ - cum - RFP, including consideration and evaluation of such Applicant's Proposal.
64. 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 ICT 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 ICT Agency shall not be eligible to participate in any tender or RFQ - cum - RFP issued by the DDA for a period of not less than 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.

65. 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 any time has been or is a legal, financial or technical consultant/ adviser of the DDA in relation to any matter concerning the Project:

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

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

(d) **undesirable practice** means

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

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

Termination of Contract by DDA

66. 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 and approved till the time of termination, shall be made.

Termination for Default

67. 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 of its obligation(s)
 - (d) If the selected bidder fails in performance of Agreement, in any manner.
 - (e) If the selected bidder breaches any of the terms of this RFP/RFQ or the Agreement executed between the parties.
68. 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 selection against this tender will be cancelled and 8.5% of the Work order value will be levied as cancellation charges. DDA can get the work done through alternate sources with the difference in the cost of getting the work done to be borne by the successful bidder with capping of maximum 10% of the value of the goods/services for which alternative option is sorted to.
69. 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 address of the tenderer mentioned in the Agreement executed between the parties and provided by it at the time of submitting the RFP or through registered email address of the tenderer .
70. If the contract is terminated due to non-performance, under-performance, inferior-performance, defective-performance, non-submission of deliverables within prescribed time schedule, inferior quality of reports, non-compliance to instructions, fraudulent practices, corrupt practices and misrepresentation, then fee for that work will not be paid and the Security Deposit & Performance Security (PBG) deposited by Bidder will be forfeited.
71. If the contract is terminated due to violation in terms and conditions the Security Deposit and Performance Bank Guarantee will be forfeited.

Penalties

72. In case the Bidder 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 7: Service Level Agreement”. Measurement of Service Level Agreement (SLA).

73. However, it is made clear that, DDA shall be fully entitled to recover the actual loss, damage and/or compensation, if it suffers any type of loss or damage due to any act or omission of the selected bidder.

- i) The SLA metrics provided specifies performance parameters as baseline performance, lower performance and breach. **All SLA calculations will be done on quarterly basis.** The SLA also specifies the liquidated damages for lower performance and breach conditions.
- ii) Payment to the Successful Bidder is linked to the compliance with the SLA metrics.
- iii) The metrics specifies **three levels of performance**, namely,
 - (a) The Agency will get 100% of the Contracted value if all the baseline performance metrics are compiled and the cumulative credit points are 100;
 - (b) The Agency will get lesser payment in case of the lower performance. (For e.g. if SLA point score is 80, then the SI will get 20% less on the quarterly payment);
 - (c) If the performance of the Agency in respect of any parameter falls below the prescribed lower performance limit, debit points are imposed for the breach.
 - (d) The credit (+) points earned during the quarter will be considered for computing penalty. The quarterly payment shall be made after deducting the liquidated damages as mentioned above.
- iv) The aforementioned SLA parameters shall be measured per the individual SLA parameter requirements and measurement methods, through appropriate SLA Measurement tools to be provided by the SI and audit ed by the DDA or its appointed Consultant for accuracy and reliability.
- v) DDA shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit / revision of the SLA parameters. The SLAs defined, shall be reviewed by the Authority on an annual basis after consulting the Selected Bidder and other experts. All the changes would be made by the DDA after consultation with the Selected Bidder and might include some corrections to reduce undue relaxation in Service levels or some corrections to avoid unrealistic imposition of liquidated damages, which are noticed after project has gone live.
- vi) 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.
- vii) Liquidated damages to be levied during Post Implementation period shall be capped at 15% of the O & M contract value. Authority would also have right to invoke termination of contract in case cumulative debit point (breach points) are above 30 in 2 consecutive quarters.

74. Under The Service Level Agreements (SLAs) :

- a. The Selected Bidder shall accomplish the scope of work under this Agreement as per the Timelines and as per the Service Level Agreements (Data Sheet 7). If the Selected Bidder fails to achieve the Timelines due to reasons attributable to it, or if it fails to achieve the Service Levels (in the SLAs) for any reason whatsoever, the Systems Integrator shall be liable to pay penalty/liquidated damages as mentioned in the tender.
- b. In case the Selected Bidder is not solely liable for the breach of Timelines, amount of liquidated damages shall be deducted on proportionate / pro rata basis depending upon the Systems Integrator's extent of fault in such breach of Timelines.

- c. DDA shall have the right to determine such extent of fault and liquidated damages in consultation with Selected Bidder. Payment of liquidated damages shall not be the sole and exclusive remedies available to DDA and the Selected Bidder shall not be relieved from any obligations by virtue of payment of such liquidated damages. The liquidated damages will be capped as mentioned in Tender.
- d. Any additional personnel required for managing the operations (as directed by DDA with due notice of 2 months) shall be provided at the same cost as indicated in this financial quote.

Liquidity Damages

75. 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.
- iii) However, it is made clear that, DDA shall be fully entitled to recover the actual loss, damage and/or compensation, if it suffers any type of loss or damage due to any act or omission of the selected bidder.

Miscellaneous

- 76. The decision of the Vice-Chairman (VC), DDA with respect to any of the matters pertaining to the RFP-RFQ tender or the agreement or arising therefrom shall be final and binding, and shall not be called in question in any proceedings or at any forum whatsoever.
- 77. All procedure for the purchase of stores laid down in GFR 2017 (as amended from time to time) shall be adhered to strictly by the DDA and Bidders are bound to respect the same.
- 78. 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.
- 79. 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.
- 80. 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.

81. 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.
82. The DDA reserves the right to make inquiries with any of the Applicants about their previous experience record.

Important Note

83. 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.
84. 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.
85. 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.
86. 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

87. For any clarification regarding registration on CPP portal, Contact on 24x7 Helpline Desk - Toll Free No. 1800-30702232 or send a mail over to – ccppp-nic@nic.in.
88. 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.
89. Bidders are required to **pay INR 20,000** as “e-tendering annual charges”
90. 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.
91. Bidders will be required to submit “Integrity Pacts” on Rs. 100 non-judicial stamp paper in two original copies after prequalification.

Instructions for Online Bid Submission

92. 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.

93. 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.
94. Bidder need to login to the site thro' their user ID/ password chosen during enrollment/registration.
95. 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.
96. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
97. 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.
98. 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.
99. 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.
100. 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.
101. Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
102. From my tender folder, he selects the tender to view all the details indicated.
103. 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.
104. 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 2 MB, 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.
105. 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 bidders 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.
106. 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.
107. Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
 108. While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
 109. The bidder has to select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
 110. 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.
 111. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidder should 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.
 112. 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.
 113. If the price bid format is provided in a spreadsheet file like BoQ_xxxx.xls (XXXX-...), the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
 114. 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.
 115. 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.
 116. 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.
 117. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by anyone until the time of bid opening.
 118. 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.
 119. 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.

120. 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.
121. 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 ccppp - nic@nic.in.

Applicable Law

122. The law applicable in New Delhi, India shall be applicable upon the DDA and the bidders. DDA shall conduct the selection process as per its Rules, Regulations, Polices, Circulars, Orders etc. issued by the Competent Authority from time to time.
123. The Courts at New Delhi shall have the exclusive jurisdiction to entertain and deal with all types of disputes arising between the DDA and bidders

Modifications in RFP

124. 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.
125. 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
Data Sheet	2	Pre-Qualification Bid information and parameters
Data Sheet	3	Technical Bid Information and parameters
Data Sheet	4	About the Current Website
Data Sheet	5	Scope of Work and Duration of Project
Data Sheet	6	Milestones and Terms of Payment
Data Sheet	7	Section 5 : Standard Forms
Data Sheet	8	Proforma for Earnest Money Deposit Declaration

DATA SHEET 1

1. Important Information / data

Sl.No.	Section	Clause / para	Subject	Data
1.	1	6	URL of DDA website	http:// www.dda.gov.in
2.	1 2 3 4	6 1 36 85	URL of CPP Portal	http:// www.eprocure.gov.in
3.	2	1	Name of the work	Appointment of a well experienced agency (ICT Agency) for development Integrated Financial Management Information System (IFMIS) on turn key for Delhi Development Authority (DDA), Ministry of Housing & Urban Affairs, Government of India
4.	2	1	Name of the Client	Delhi Development Authority, Government of India
5.	2	4	Expertise required from the Agency	<p>a. Should have Experience of development and implementation of Enterprise wide computer based information systems for large sized IT projects comparable to the DDA's proposed IFMIS project.</p> <p>b. Should have Knowledge of software development processes & latest technologies in IT</p> <p>c. Should have Expertise in design, development and implementation of application software systems along with</p>

				<p>Knowledge of Hardware, System S/W & RDBMS etc.</p> <p>d. Should have Expertise in design, development and implementation of application software systems.</p> <p>e. Should have experience in handling large databases. DBA must be fully conversant of database installation , configuration , performance tuning , audit trails , backup and recovery procedures and tools etc.</p> <p>f. Should have Government wide experience of development and implementation of financial information systems.</p>
6.	2 3	6 45	Officer to whom Bid should be addressed / all correspondences should be made	Sh. Lalit Wadhwa, CAO, Second Floor, B Block, Delhi Development Authority Vikas Sadan, New Delhi 110 023. Email:- cao@dda.org.in

7.	2 3	6 15	Officer to whom submissions / request for clarification may be addressed / sent	-same as above -
8.	3	9	Address for Submission of original EMD (if mode of EMD is BG / DD)	-same as above-
9.	3	42	Venue for opening of Bids	-same as above-
10.	3	19	Account details for RTGS	RTGS should be made in the account of Sr. A.O. Cash Main, D.D.A having Account No. 3654096366 (IFSC Code CBIN0282695) with Central Bank of India, Vikas Sadan, I.N.A. Branch, New Delhi – 110 023.
11.	3	19	Amount of E-tender Annual Charges	The bidders who are not registered On CPP Portal and wish to bid in DDA tenders are required to pay annual charge of e-tendering of Rs. 20,000.
12.	3 3	19 & 20(i)	Amount of EMD	Rs Nil/ - Exempted (as per OM No. EM/CON/Misc./02 dated 10.12.2020 issued by EMI (Mon.)/DDA). However, the bidder will submit bid security/Earnest Money Deposit Declaration as per performa attached. In case of revision in instructions on Bid Security/Earnest Money Deposit by the MOF before the Tender submission date, then the latest guidelines will be applicable.
13.	3	20(i)	BG / DD to be made in favour of	A.O. Cash Main, DDA, New Delhi, payable at New Delhi
14.	3	21	Exemption to MSME	100% exemption of e-tender annual charges 50% exemption of EMD
15.	3	21	Exemption to Startups	100% exemption of e-tender annual charges 80% exemption of EMD
16.	3	28	Bid validity period	180 days from date of opening of Prequalification bids

17.	3	52(iii)	Minimum Qualifying Technical Score	Minimum Technical Score required for the Technical Bid to qualify is 90 Marks out of 120 (total) and 60% score in each category (A, B, C, and D of Data Sheet3)
18.	2	6	Selection Criteria	Technically Qualified and L1 in financial bid.
19.	Data Sheet 2	2(7)	Minimum Turnover required IT Business / ITES [Systems Development Projects and Application development]	INR 50.00 Crore
20.	Data Sheet 2	2(7)	Turnover requirement for three years for period ending	31.03.2021
21.	Data Sheet 2	2(13)	Number of technically qualified manpower required	25
22.	Data Sheet 2	2(14)	Projects, numbers and amounts required	(a) One Project of Value >= INR 25 Crore OR (b) Two Projects of Value each >= INR 10.00 Crore OR (c) Three Projects of value each >= INR 5.00 Crore

23.	Data Sheet 5	20	Project Duration	Development (12 Months) + Hand Holding (12 Months) + O&M (3 Years)
24.	Data Sheet 5	21	Annual Escalation rate for O&M	5% of base quoted rate annually .

2. Important Dates/ Tentative schedule for selection process:

1)	Release of this RFP (available on DDA website)	04.01.2022
2)	Pre Bid Meeting Date	14.01.2022
3)	Last Date for submission of bids [3 bids: Pre-qualification (PQ), Technical (T) and Financial/ Commercial (C)]	28.01.2022 by 3.00 PM
4)	Opening of Pre-Qualification (PQ) Bid	28.01.2022 at 3.30 PM
5)	Opening of Technical Bid (T) and Financial/ Commercial Bid (C)	Will be intimated later to shortlisted applicants

DATA SHEET 2

Prequalification Bid Information and Parameters

1. Eligibility Guidelines:

- The proposal can be submitted by an individual organization (Sole Bidder / Single Vendor). The Prime Bidder is encouraged to partner with expert organizations/Institutes/Startups (if required) that have expertise in individual components of the scope of work.
- The Tenderer will be designated as 'Bidder' or 'Vendor' for the remainder of this document.
- The Bidder should have the necessary legal registrations/ certifications/ clearances required for providing the services in scope of this RFP.
- Bidder should meet the requirements of parameters mentioned in Clause- 2 below.

2. Pre-Qualification (PQ) Parameters and Documents to be submitted in Prequalification bid

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

S No	Parameter	Documents to be Submitted	Page No of the bid
(1)	Covering Letter for Technical Proposal and undertaking on total responsibility	Covering letter as Form A. To be signed in original by the authorized representative	
(2)	Bidder has to be an ICT 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 five years as on 31 March 2021.	<ol style="list-style-type: none"> (1) Certificate of Incorporation (2) Any documentary proof indicating that the bidder is in the business of developing ICT applications. (3) certificate consequent to change of name, if applicable. 	
(3)	Bidder (Sole Bidder / Prime Bidder) should have valid (non-expired) ISO 9001: 2015 (or latest) or CMMi3 (or above) or ISO 27001: 2013 (or latest) certification or equivalent certification in ICT related area ,as on date of submission of the bid.	<ol style="list-style-type: none"> (1) Relevant Certificates with clearly mentioned details of expiry and organization name and their website URL. (2) Such certificate should figure in their website. (3) Print out of such certificate from the website to be attached. 	
(4)	Bidder (Sole Bidder should be registered with the appropriate	Valid documentary proof of:	

	authorities for all applicable statutory / regulatory authorities .	<ol style="list-style-type: none"> 1. Income Tax Registration (PAN and TAN) 2. Goods and Service Tax (GST) identification Number(GISTIN) 3. EPF Registration No. 4. ESI Registration No. 5. Income Returns for last three financial years as on 31 March 2021 (3 Returns) 	
(5)	Bidder (Sole Bidder) should have a presence in Delhi to qualify.	<p>Any Address Proof or Self Declaration</p> <p><u>or</u></p> <p>to give an undertaking of opening a local service support Centre after Award of the Work/ Contract in Form A.</p>	
(6)	Bidder (Sole Bidder / Prime Bidder) should have Annual Turnover of more than such amount as mentioned in Data Sheet 1 from ICT related projects for <u>each</u> of the last three Financial Years ending on such date as mentioned in data sheet 1.	<ol style="list-style-type: none"> 1. 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. 2. 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. 3. 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. 	
(7)	The bidder (Sole Bidder / Prime Bidder) should have experience in Design, Development /Customization, implementation & associated maintenance services of business applications software and supply installation and maintenance of hardware/system software/RDBMS /Network etc. and have designed, developed, implemented and operationalized such relevant projects in last 5 Years, as of Bid submission Date.	<ol style="list-style-type: none"> (1) Details of ONE work in Form F (2) Work Orders confirming area and year of activity. (3) Work Completion Certificate 	

(8)	<p>Net worth of Bidder (Sole Bidder) Company must be Positive in last three years (FY. 2020-21, 2019-20 and 2018-19) 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>	<ul style="list-style-type: none"> Chartered Accountant Certificate as per Form C 	
(9)	<p>Bidder (Sole Bidder) should not be an entity which has been black-listed by India Government / any State Government / Local Body / PSU/ any other government institution for any fraudulent activities, as on the bid submission date.</p>	<ul style="list-style-type: none"> Declaration in Form A 	
(10)	<p>Authorization</p>	<p>The bidders should submit Board resolution (attested by statutory auditor / Company Secretary clearly mentioning the registration number) along with power of</p>	

		attorney (In case Power of Attorney is submitted in copy the same should be attested by the statutory auditor / Company Secretary clearly mentioning the registration number) for authorizing the signatory [Form D]	
(11)	Proof of depositing EMD and Tender Annual Charges of requisite amount	<ul style="list-style-type: none"> • Copy of RTGS/ NEFT acknowledgment Or • Copy of BG or DD [Form E] 	
(12)	In case, the bidder (Sole Bidder / Prime Bidder) is claiming exemption of EMD / E -tender annual charges (see para 21 Section 3) being an MSME / Startups.	<ul style="list-style-type: none"> • A copy of the registration certificate under the MSME Act 2006 • A copy of the registration certificate under the Startup Guidelines ... • A self-declaration indicating that the bidder is entitled for the exemption under the Government of India Policy. [Form A] 	
(13)	Bidder(Sole Bidder / Prime Bidder) must have such number of minimum Technically Qualified (for providing application design, development, testing, installation, user acceptance, training, handholding and application support activities and activities of like nature) Human Resources, as on the date of Bid Submission, as mentioned in Data sheet 1.	<ul style="list-style-type: none"> • Self-declaration in this regard. [Form A] 	

<p>(14)</p>	<p>Bidder (Sole Bidder / Prime Bidder) shall have experience of executing Turnkey IT projects and should have executed / operationalized relevant projects (Related to development of computerized Accounting applications) in last 5 Years, as on Date of Bid Submission, Government (or its Autonomous/ PSU/Subordinate Organisation/ Local Bodies etc.) or Large Corporations in India: Projects of numbers and amount mentioned in Data Sheet 1</p> <p>(Specifically each project should have components of Software development, Installation and Application related training necessarily for this project)</p> <p>Explanation: Large Corporation means corporations with turnover \geq 100 Crores.</p>	<ul style="list-style-type: none"> • Details of Work executed [Form F] <p>Copy of work orders and project completion certificates to be enclosed.</p>	
--------------	--	---	--

DATA SHEET 3

Technical Bid Information and Parameters

1. Technical Proposal is to be submitted electronically as per Form G , enclosing Technical compliance sheet and relevant document to support their claim.
2. Technical Evaluation parameters and documents to be submitted with technical proposal

Technical Compliance Sheet

Sl.No	Criteria	Basis Valuation for	Max Marks	Supporting Documents (Forms to be used)	Ref.No ./ page
A. Bidder's Profile (45)					
1.	Strength of Bidder (Sole Bidder) : Average Annual turnover from IT Business / ITES [Systems Development projects and Application development] in last 3 Financial Years (Turnover in Rs. Crores) on the date of bid submission.	1. Greater than or equal to Rs. 150 Crores: 10 marks 2. Less than Rs.150.00 Crores but greater than or equal to Rs. 125 Crores: 8 marks 3. Less than Rs. 125 Crores but greater than or equal to Rs. 100 Crores: 6 marks 4. Less than Rs. 100 Crores but greater than Rs. 75 Crores: 4 marks 5. Less than Rs. 75 Crores but greater than Rs. 50 Crores: 2 Marks 6. Less than 50.00 Crores : 0 marks	10	Form C (Certificate from the Chartered Accountant)	

2.	Certification and Credentials of Bidder (Sole Bidder) (valid & Non-expired on the date of submission of bid) ISO 9001:2015 or latest; SEI-CMMiL3 or above Certification ;	1. SEI -CMMiL5: 5 Marks/ SEI-CMMiL3 : 3 Marks 2. ISO 9001:2015 or latest: 5 Marks	5	Copy of CMMI / ISO 9000 Certificate Certifying agency should be in the approved list of agencies on CMMI website. (https://www.cmmiinstitute.com) or ISO certificate issuing organization website . CMMI / ISO Certificate should have Appraiser ID and Appraisal - ID.	
----	---	--	---	--	--

3.	<p>Government Experience</p> <p><u>Bidder</u> (Sole Bidder/ Prime Bidder) should have completed / executed relevant project in any state/ central government agencies Government (or its Autonomous/ PSU/ Subordinate Organization/ Local Bodies etc.) in India, as on bid submission date.</p>	<p>1. At least 5 years of relevant working experience in Project related to development of ICT application for computerization of accounting processes/financial management information system—</p> <p>No of projects are equal to greater than 5:- 20 Marks + 10 marks for undertaking at least one PAN India project for State/Central Govt.</p> <p>No of projects are less than 5 but greater than or equal to three:- 10 marks + 10 marks for undertaking at least one PAN India project for State/Central Govt.</p>	30	<p>Form F</p> <p>Along with copy of work orders & work completion certificates</p>	
----	---	--	----	--	--

		<p>No of projects are equal to or less than 3 but greater than 1:- 5 marks+ 5 marks for undertaking at least one PAN India project for State/Central Govt. marks.</p> <p>Otherwise No marks</p>			
--	--	---	--	--	--

B. Relevant Strengths (35)					
1.	<p>Bidder (Sole Bidder / Prime Bidder) Past Experience of the design, development and operationalization of Projects for computerization of accounting processes/financial management information system during the last 5 years, as on Bid Submission date, for Government (or its Autonomous / PSU/Subordinate Organisation/ Local Bodies), Large Corporates etc., in India, as on Bid Submission Date".</p> <p>Note : Large Corporation means organisations that have turnover 100 Crore per year or more.</p>	<p>"Maximum Five Projects (Maximum marks 30):</p> <p>1. Projects undertaken in India, with project value \geq Rs. 25 Crore (each project will carry <u>15 Marks</u>)</p> <p>2. Projects undertaken in India, with project value \geq Rs. 10 Crore but $<$ 25 Crore (each project will carry <u>10 Marks</u>)</p> <p>3. Projects undertaken in India, with project value \geq 5.00 Crore but $<$ Rs. 10.00 Crore (each project</p>	30	Form F	Along with copy of work orders & work completion certificates

		will carry 5 Mark).			
2.	Bidder (Sole Bidder / Prime Bidder) having Past Experience of the Facility maintenance and management of software and databases	<p>No of projects are equal to greater than 5:- 5 Marks</p> <p>No of projects are less than 5 but greater than or equal to three:- 3 marks.</p> <p>No of projects are equal to or less than 3 but greater than 1:- 1 marks</p> <p>Otherwise No marks</p>	5	Form F Along with copy of work orders & work completion certificates	

C. Solution Proposed, Approach and Methodology (15)				
1.	Demonstration of understanding of the Department's requirements	Qualitative assessment based on Demonstration of understanding of the Department's requirements through providing: 1. SWOT Analysis of DDA's proposal /	3	Form I A Note to be attached covering points for evaluation

		<p>scope of work (1 marks)</p> <p>-----</p> <p>2. Issues and Challenges likely to be faced in implementation of project (0.5 marks)</p> <p>-----</p> <p>3. Mitigation strategies (0.5 marks)</p> <p>-----</p> <p>4. Understanding of Stakeholders' expectation (0.5 marks)</p> <p>-----</p> <p>5. New ideas for modification to scope of work (0.5 Marks)</p>			
2.	Portal Prototype Presentation by understanding the Scope – Comprehensive Financial Management Information System	<p>Qualitative assessment by the Tender Committee:</p> <p>Demonstration of a Prototype:</p> <p>3 Marks</p>	3	<p>Form J</p> <p>Please furnish Details of the Site Map of this Prototype.</p>	

(9)	Proposed solution	<p>Solution proposed and its components will be assessed on following parameters by the Evaluation Committee:</p> <ul style="list-style-type: none"> • Vision and Concept – 1 Marks • Approach to the assignment/ job – 1 mark • Methodology for carrying out the 	6	<p>Form K</p> <p>Please furnish a Detailed Note on the proposed solution covering the points for evaluation.</p>	
-----	-------------------	--	---	--	--

		<p>activities and obtaining the expected output – 0.5 Mark</p> <p>-----</p> <ul style="list-style-type: none"> • Design and Output of the Portal – 0.5 Mark <p>-----</p> <ul style="list-style-type: none"> • Project Life cycle – 0.5 Mark <p>-----</p> <ul style="list-style-type: none"> • Workflow Engine tool – 0.5 Mark <p>-----</p> <ul style="list-style-type: none"> • Dashboard & Analytical Tool – 0.5 Mark <p>-----</p> <ul style="list-style-type: none"> • Completeness and responsiveness to the Department's requirements – 1 Marks <p>-----</p> <ul style="list-style-type: none"> • Scalability of Solution – 0.5 Mark 			
--	--	--	--	--	--

(9)	Project work breakdown structure	<p>Qualitative assessment based on</p> <ul style="list-style-type: none"> • Work Plan (0.5 marks) ----- • Project components, (0.5 marks) ----- • timelines (0.25 marks) ----- • resource assignment, (0.25 marks) ----- • dependencies (0.25 marks) ----- • milestones (0.25 marks) ----- • Organisation and Staffing (0.25 marks) ----- • Plan for Capacity Building (0.25 marks) 	3	<p>Form L</p> <p>A Note to be attached covering points of evaluation.</p>	
-----	----------------------------------	--	---	---	--

		<p>-----</p> <ul style="list-style-type: none"> • Methodology for Technical Handover (0.25 marks) <p>-----</p> <ul style="list-style-type: none"> • Pert Chart of activities(0.25 marks) 			
D. Resource Profile - Lead Resources(25) / Manpower					
(10)	Project Manager/ Team Leader	<p>Evaluation Methodology of CV,</p> <p><u>CV: 5 Marks</u></p> <p>a. Qualification: 2 mark</p> <p>b. Adequacy for Assignment: 2 marks</p> <p>c. Relevant Experience: 4 marks</p> <p>d. Past experience of similar project : 2 mark</p>	10	CV of concerned Lead resource in (Form M)	
(12)	Systems Architect/ Designer/ Analyst	<p><u>CV: 5 Marks</u></p> <p>a. Qualification: 2 mark</p> <p>b. Adequacy for Assignment: 2 marks</p> <p>c. Relevant Experience: 4 marks</p> <p>d. Past experience of similar project : 2 mark</p>	10	CV of concerned Lead resource (Form M)	
(13)	Data base Administrator	<p><u>CV: 5 Marks</u></p> <p>a. Qualification: 1 mark</p> <p>b. Adequacy for Assignment: 2 marks</p> <p>c. Relevant Experience: 1 marks</p>	5	CV of concerned Lead resource (Form M)	

		d. Past experience of similar project : 2 mark			
--	--	---	--	--	--

3. Note : The value of the projects (or other parameter as the case may be) considered in the above criterion would be based on the Purchase Order or the LOI issued to the responding firm. In absence of the supporting documents, the projects would not be considered for evaluation

4. The Education and skill requirement of the resource persons shall be as below -

S.No.	Role	Education	Skills & Experience
1.	Project Manager	<ul style="list-style-type: none"> B. E/ B.Tech/ M. Sc/ M. Tech M.E./ M.S. (in Computer Science / IT / ECE), or MCA Diploma in Web Design and Development Certification in Project management Professional (PMP) / Prince2 Certification in Indian IT Laws 	<ul style="list-style-type: none"> Experience of development and implementation of Enterprise wide computer based information systems for large sized IT projects comparable to the DDA's proposed IFMIS project Knowledge of software development processes & latest technologies in IT He must have about 10 years of professional experience in the industry out of which at least 5 years must be as Project Manager for the similar sized IT projects comparable to the DDA's proposed IFMIS project
2.	Systems Architect/ Designer/ Analyst	<ul style="list-style-type: none"> B. E/ B.Tech/ M. Sc/ M.Tech M.E./ M.S. (in Computer Science / IT / ECE), or MCA Diploma in Web Design and Development Certification in Indian IT Laws Certification in Web Standards and Web Accessibility Standards 	<ul style="list-style-type: none"> Expertise in design, development and implementation of application software systems. Knowledge of Hardware, System S/W & RDBMS etc. Relevant Technical experience of at least 5 years

3.	Data base Administrator	<ul style="list-style-type: none"> • B. E/ B. Tech./ M. Sc/ M. Tech/ M.E./ M.S. in Computer Science / IT / ECE, or MCA • Diploma in Web Design and Development • Certification in UI and UX Design / Certification in Solution Architect. 	<ul style="list-style-type: none"> • Expertise in design, development and implementation of application software systems. • Must have experience in handling large databases. DBA must be fully conversant of database installation , configuration , performance tuning , audit trails , backup and recovery procedures and tools etc.. • Relevant Technical experience of at least 5 years
4.	Domain Expert	<ul style="list-style-type: none"> • B Com with professional qualification of CA/ICWA/MBA (Finance) 	<ul style="list-style-type: none"> • Should have knowledge of Generally accepted Accounting principles.

EXISTING HARDWARE/NETWORK at DDA

(a) Desktops at DDA

At present DDA has a sizeable infrastructure in terms of Desktops.

- The desktops are distributed amongst the different locations at Vikas Sadan , Vikas Minar , Other Zonal/Circle Offices, Sports Complexes, and other remote locations
- The desktops are of varying configurations , brand ,and age/dates of installation

(b) Servers Setup at DDA

In addition to other application servers , database servers installed in Vikas Sadan , following servers are also being used :-

- DDA has Antivirus servers in Vikas Sadan and Vikas Minar offices. The Antivirus software being used is Trend Micro Neat Suite Premier.
- DDA's Web server on Which DDA's Website is hosted at present is in Sify Data centre at Mumbai

(c) Existing LAN set-up at Vikas Sadan and Vikas Minar

The salient features of the existing LAN set-up are:

- At DDA Vikas Sadan office, there is a LAN with approximately 600 nodes and at Vikas Minar Office with approximately 300 nodes.
- The LAN has Cisco, D-Link and other manufacturer's switches and hubs connecting through the UTP cabling .
- There is Internet access provided to Vikas Sadan and Vikas Minar users through a 4 MBPS ILL each. In addition to this , there is an exclusive 4 MBPS ILL in Vikas Minar office for UTTIPEC users.
- 2 UTM (Vikas Sadan and Vikas Minar)

(d) WAN Setup at DDA

Salient features of the existing WAN are:

- Vikas Sadan is connected to Vikas Minar through 2 MBPS Lease line
- Vikas sadan is connected to following Six Offices through 128 KBPS E1 Channelised
 - CAU , Rohini
 - CAU (North) Ashok Vihar
 - CAU (South) Khel Gaon
 - CAU(EAST) Yamuna Pusta
 - CAU(Dwarka) Mangla Puri

(e) Presently, DDA prepares its accounts on single entry basis during the financial year by preparing Receipts and Payment Account. At the end of financial year, the accounts are converted on double entry basis by passing appropriate adjustment entries. Currently, Tally Accounting Software is being used for preparing the accounts of DDA.

Scope of work

This section details the scope of the work for IFMIS project

- I. Design , Development , Implementation , Commissioning of Integrated Financial Management Information System (IFMIS) comprising of Receipt System, Payment System and Accounting System in accordance with the broad application requirements specified at Annexure I.
- II. The successful bidder shall be required to carry out a detailed SRS in consultation with the Accounts department of DDA headed by Chief Accounts Officer and prepare detailed SRS document keeping in view the needs / requirements i.e. technical and financial bid of DDA that may emerge as per detailed Systems (hardware and software etc.) Requirements Study and get the same approved by Accounts department of DDA before developing the application as per terms and conditions of tender documents. The detailed SRS documents may also involve major modifications/refinements in the broad application requirements specified in Annexure I which is part & parcel of this document.
- III. To provide training to officers/staff of DDA as and when required and decided by the Accounts Department on the use, operation and maintenance of the entire system through seamless transfer of knowledge during the course of the implementation, Facility Maintenance & Management Services (FMS) specified period of IFMIS.

Training to be provided to :- Approx. 400 users subject to increase if so decided.

- IV. To provide handholding support during the entire duration of the implementation phase. After acceptance of the application implementation, the vendor will to the entire satisfaction of the department also provide a hand holding support for a period of 12 months or complete Commissioning of the IFMIS project, whichever is later. The period of twelve months may further be increased by the department depending on the pace of the project and its attainment.
- V. To provide Facility Maintenance & Management services for the project (IFMIS) for Three years after commissioning of the IFMIS project or handholding support of 12 months, whichever is later and subject to increase of period as mentioned in part III above if required . The vendor is required to place adequate trained personnel on-site at the DDA location decided by the department during this period in order to provide required support to the DDA . The task would essentially include :-

- (i) Maintenance and Management of Application software including incorporation of any required changes/up-gradations/enhancements and removal of defects/bugs noticed in the system , etc. during implementation ,commissioning & completion of project.
- (ii) System Administration & Management for all the servers/hardware that may be required for smooth and efficient operations including loading, installation of various application/system softwares (including O.S) , granting authorizations.
- (iii) System Integration within various modules, i.e. Receipts, Payment, Accounting and also API interface with the existing softwares operational in DDA.
- (iv) Data Base administration(DBA) activities for database Servers including loading, installation, granting authorizations , tuning of the RDBMS, back up strategy , taking regular backup and restoration from the backup , if required and to be done by the vendor to the entire satisfaction of the department.
- (v) Trouble shooting on servers and all the client machines etc.
- (vi) Conduct user training for usage of the application software.
- (vii) The vendor shall keep all the manuals for Application software up to- date and provide the copy of the up to-date documentation & the Source code quarterly on CDs
- (viii) Any other activity which is required for smooth operation of the project (IFMIS) as has been incorporated in the tender documents.

VI. System software & RDBMS/software tools etc.):- Installation, Integration, Testing, Commissioning and management/Maintenance of required System software & RDBMS / Software tools/ allied accessories during the entire contract period.

The vendor shall study the existing IT infrastructure in DDA and assess the Infrastructure (hardware/system software & RDBMS /software tools etc.) required for smooth implementation/commissioning and day to day operations/integration of the web enabled project(IFMIS). The vendor shall supply the required infrastructure(system software & RDBMS /software tools etc.) keeping in mind the existing Infrastructure in DDA (system software & RDBMS /software tools etc.) , the requirement for web enabled project , cost effectiveness , Industry standard , current and future needs of response time, security , data storage, etc .

The Vendor shall carry out following activities :-

- Supply, Installation, Integration, Testing, Commissioning of System software & RDBMS / Software tools/ allied accessories.

- Management/Maintenance of required System software & RDBMS / Software tools/ allied accessories including all the activities mentioned above at IV(i) to IV(viii) of point 2.1 dealing with scope of work during the entire contract period .

VII. Network components :- To study within reasonable period the existing Network prevailing in DDA and assess the network components required for smooth implementation and day to day operations of the web enabled project(IFMIS) . The vendor, after studying the requirements will submit the specifications of required Network infrastructure to DDA according to project plan at serial no.2.3 keeping in mind the existing Network Infrastructure in DDA , cost effectiveness , Industry standard , response time and security. Time factors and limitations prescribed under different heads/clauses will be essence of the contract.

Annexure – I Broad Application Requirements

Broad application Requirements are being provided to give the bidders sufficient information and background for preparation of the complete micro level SRS. It contains 8 pages in total.

PRELIMINARY INFORMATION:

No. of Accounts Rendering Units: 10

(List of units and their location attached – Please see table(b))

No. of estimated vouchers per month 16, 000 (approx.)

Software may need to be operated at approx. 600 nodes extendable to upto 1000 nodes.

Broad application Requirements

FEATURES

- I. Web enabled Software to be developed
- II. Implementation of Bilingual(Hindi , English) features .
- III. An On-line help module must be provided to facilitate detailed help (textual & visual) for each process/sub module of the IFMIS Application .
- IV. Software should have API interface and must be fully compatible mutually for the various modules and also to any other addition in software.
- V. The software must have interface to the databases of existing application software in use in various wings of DDA viz. AWAAS – Housing Software, Bhoomi Software for Lands. It must also have interface to the database of the Banks Software to automatically load the details of receipts and payments made by Banks on behalf of DDA.
- VI. Software must have features of online banking, reconciliation of receipts and payments and automatic instant generation of records/reports including Cash Book.
- VII. User Masters with different levels of Authorization, such as data entry, checking, approval, payment, etc. based on DDO system followed in Government organizations.

ACCOUNTS

A. Payment Module:-

- I. Bill/demand processing
- II. Vouchers generation, Voucher Approval/passing (Vouchers are of the nature of Salary Bills, Contractor's Bills, Pension Bills, Refund Bills, Contingency Bills, Medical Bills, fee bills of panel advocates etc. and may have one to multiple payees).
- III. Generation of bank advice and payment to the party through e-payment, i.e. (RTGS/NEFT).
- IV. Recording of payment transaction under the appropriate Budget code and updation of the entry in the relevant registers such as Works payment Register, advance register, concerned expense register, etc.

B. Receipt Module:-

- V. Online Challan Generation of various types of receipts containing the requisite fields.
- VI. Facilitate the customer to make payment via payment gateway linked to the software. The payment gateway provided by banks shall be integrated with the software.
- VII. Recording of receipt under the appropriate Budget code and updation of the entry in the relevant registers such as Demand & Collection Registers, Debtor's & Creditor's Ledgers, Property Registers, Sales Register, License fees ledger, etc.
- VIII. Generation & maintenance of records such as Property Registers , Demand & Collection Registers, PBRs, Debtor's & Creditor's Ledgers, Stores, Inventory, Deposit Registers, License Fees Register etc.
- IX. Generation & Maintenance of records for Asset Management (Fixed assets, moveable properties) , Material, Store, T & P, Machinery etc. as per accounting policies.
- X. Generation and Maintenance of records for Works Execution viz. Technical Sanction, AA&ES, Financial Concurrence, NIT, Call of Tender, Award, Contractor's Ledger, Works Abstract and Register of Works, Closure of works/schemes, Deviation, EOT, completion of work, Budget allocation.
- XI. Generation of Cash Books

- XII. Reconciliation of Bank, Stores, Ledgers & Tax records including GST, DVAT, Labour Cess, etc.

C. **Accounting Module:-**

- XIII. Should have provision for accrual /double entry system of accounting.
- XIV. Monthly Accounts & generations of various supporting schedules.
- XV. Generation of Trial Balance.
- XVI. Compilation of DDA's Annual Accounts comprising of Receipt and Payment Account, Income and Expenditure Account and Balance Sheet including various schedules, returns etc. (List of schedules attached - Please see table(a))
- XVII. Investments
- XVIII. Taxation – All tax returns including supporting details/records.
- XIX. Costing of Plots, Flats and Shops.
- XX. Records of Land management Wing – including records of expenditure incurred for acquisition of land and land acquired/physically handed over to DDA. It should also include provision for reconciliation with land and Development Offices of Govt. of Delhi.
- XXI. The software should contain provision for feeding of Legacy data relating to outstanding dues, inventory, etc.
- XXII. Auto population of all relevant records such as Record of receivables, payables, inventory, etc. as soon as the transaction is made, receipt or payment.

BUDGET AND BUDGETARY CONTROLS

- I. Budget Proposal at all Divisional/Units level
- II. Review at the level of Controlling Officers viz. SE/Director/CLA etc.
- III. Approval and compilation of Proposal at Zonal Levels
- IV. Compilation of Budget Proposal and process for its approval
- V. Budget appropriation and Re-appropriations including B. allocations
- VI. Authorisation of Budget operation.

- VII. Operation of Budget and its control over expenditure and receipt and periodical review.
- VIII. Processing for approval in anticipation of Budget Provisions as per rules
- IX. Creation of Budget Masters and Recording of each transaction under specific Budget code.

The above controls are to be exercised with respect to A/A & E/S, A/R & M/O Estimates etc. and shall be as per the approved accounting principles and formats.

INDICATIVE LIST of EXISTING APPLICATIONS /DATABASES

There are other running Applications/databases to which IFMIS project is required to provide interface. Please see table(c) for indicative list of the same.

Table (a): Indicative list of Records and registers relating to final accounts.

The following records and registers are being used

Sr.No.	Description
1.	Journal Register
2.	Cash Book
3.	Transfer Entries register
4.	Fixed Assets Register
5.	Housing Stock Ledger – Quantitative
6.	Housing Stock – valuation
7.	Finished Stock – Commercial
8.	Stock – Stores I & II
9.	Work in progress – Housing Stock
10.	Work in progress – Commercial Stock
11.	Investment Ledger
12.	Interest on investment
24.	Advances to Contractors
25.	Material with Contractors
26.	Sundry Creditors provision for works
27.	License fee Register

Table (b): Indicative List of locations where IFMIS project is to be implemented and networking is to be provided.

Sr.No.	Unit	Location
1.	CAU-East Zone	Shakarpur Laxmi Nagar
2.	CAU-North Zone	Ashok Vihar
3.	CAU-South Zone	Khel Gaon
4.	CAU-DWK	Dwarka
5.	CAU-Rohini	Rohini
6.	CAU-Project	Siri Fort
7.	Cash - Housing	Vikas Sadan
8.	Cash - Main	Vikas Sadan
9.	CAU Sports	Siri Fort
10.	PAO(EAST)	Vikas Minar
12.	UTTIPEC	Vikas Minar

Table (c): Indicative list of EXISTING APPLICATIONS/DATABASES

- Pay Roll Software
- AWAAS – Housing Software
- Bhoomi Software for Lands
- Tally Software
- Integrated Development of Land Information System (IDLI)
- E-MB software

The existing softwares as detailed above to be switched over after implementation of IFMIS.

Proposed Project Plan

The total project duration for development of IFMIS is **SIX MONTHS** from the date of award of contract for payment module and other modules in phases to be completed within 12 months from date of award of contract. Further, two months will be given for successful trial run and implementation of IFMIS. After acceptance of the application implementation, the vendor will provide a hand holding support for a period of 12 months or Commissioning of the application whichever is later. Thereafter the vendor would provide Facility Maintenance & Management Services for the project (IFMIS) for three years.

Time line/schedule is the essence of the contract. If the vendor fails to adhere to the timeline for the various activities concerning the project as indicated above, he/she would be liable to pay the damage to DDA with standard interest and the quantum of damage would be decided by a committee constituted by V.C., DDA at that time and would also be at liberty to take legal recourse to the court of law for seeking appropriate remedy against the vendor for violation of terms and conditions of the contract.

Project Deliverables

The list of deliverables required to be submitted by the successful vendor for various stages of the project are given below. The dates of submission of deliverables will have to be furnished along with the firm project plan

Name of Report	Report Contents
Training Plan	Proposed training programme and course contents
System Requirements Specification Document	Detailed System requirements Specifications including user interface screens
Technical Design Document	Detailed System Design, Application Architecture, Database Design and Systems Integration Plan
Systems Integration Plan	Systems Integration plan by the Vendor
Document for specifications of Network components	Detailed specifications to be submitted by the vendor for Network components required for smooth implementation of the project
Software testing report	Results of the testing of Software by Vendor
Software Deployment Plan	Approach for Deployment of the Software
<ul style="list-style-type: none">• Project Completion Reports• SOP Manuals(to be prepared by the Vendor in consultation with Accounts department of DDA)• User Manuals and other manuals including programming specifications manual	Project completion reports , SOP Manuals , user manuals for all modules of the software and other manuals including programming specifications manual
Source Code of the IFMIS Software	Source code of the application software to be handed over by the Vendor to DDA

All deliverables including source code will be submitted by the successful vendor to DDA in hard as well as soft copy both.

DATA SHEET 6

Payment Terms

- a) **Payment for System Analysis, Design, Development, Implementation, Commissioning including handholding support and training to be imparted for IFMIS project** . Each payment as indicated below will be released against the Bank Guarantee of equivalent amount valid for the period of Commissioning of the application or end of handholding support whichever is later.
- **10%** of the total amount payable for development of IFMIS project shall be released upon
 - Acceptance of the Detailed SRS Document
 - Submission of Technical Design Document
 - Submission of System Integration Plan
 - Submission of document containing specifications for Network Components required for smooth implementation of the IFMIS project
 - **25%** of the total amount payable for development of IFMIS project shall be released upon successful testing of Accounts module as well as User Acceptance of Accounts module.
 - **25%** of the total amount payable for development of IFMIS project shall be released upon successful testing of Budget and Budgetary Controls module as well as User Acceptance of Budget and Budgetary Controls module.
 - **10%** of the total amount payable for development of IFMIS project shall be released upon successful implementation and complete integration, testing and User Acceptance of IFMIS Application and submission of various reports.
 - **10%** of the total amount payable for development of IFMIS project and one-year warranty period shall be released on submission of Standard Operating Procedures (SOP) and other manuals along with successful completion of all the trainings as per the tender document.

- **20%** of the total amount payable for development of IFMIS project shall be released after Commissioning of the application or end of handholding support whichever is later. This payment will be released against submission of a performance Bank Guarantee of the equivalent amount valid for the entire period of Facility Maintenance and Management Services(FMS) for IFMIS project. Performance bank guarantee will be invoked by DDA in case the performance of the vendor is not found satisfactory during the period of Facility Maintenance and Management Services for IFMIS project.

All the above payments shall be released in a period of 15 days after the successful bidder has submitted the bill, complete in all respects and supported with all the required documents showing that the required stage has duly been achieved without any fault.

DDA shall not be liable to make any payment against any work, unless the bill, complete in all respects, is submitted by the successful bidder.

- b) **Payment for completion of Security/Compliance Audit:-** The same will be made on successful completion of Audit.

- c) **Payment for Facility Maintenance and Management Services(FMS) for IFMIS project :-**

Vendor assigned to develop and implement IFMIS project shall also provide Facility Maintenance and Management Services(FMS) for IFMIS project for Three years after Commissioning of the application or end of handholding support whichever is later. The payments for the Facility Maintenance and Management Services(FMS) for IFMIS project will be made on quarterly basis on the completion of each quarter on performance of satisfactory services by the vendor.

The above would be released subject to the performance being to the entire satisfaction of DDA.

DATA SHEET 7

SECTION 5: STANDARD FORMS

TABLE OF CONTENTS

Form	A	Covering letter / Pre - Qualification Proposal Submission Form
Form	B	Integrity Agreement
Form	C	Format for Chartered Accountant Certificate
Form	D	Format for Power of Attorney for Authorized representative
Form	E	Format of Bank Guarantee for Earnest Money Deposit
Form	F	Details of projects Executed
Form	G	Technical Proposal Submission Form
Form	H	Form for Submission of details about past work
Form	I	Demonstration of understanding of the Department's requirements
Form	J	Details of Prototype Portal and Use case.
Form	K	Proposed Solution
Form	L	Project work break down Structure
Form	M	Curriculum Vitae (CV) of Key Personnel
Form	N	Financial Bid Submission Form
Form	O	Summary of Costs
Form	P	Standard Form of Work Order
Form	Q	Standard Form for agreement
Form	R	Form for submission of pre-Bid Query / Suggestion
Form	S	Form for Indemnity Bond (to be submitted after qualifying in PQ)
Form	T	Form for Performance Bank Guarantee

Form A: Covering Letter / Pre -Qualification Proposal Submission Form

[Location, Date]

To

Chief Accounts Officer
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 is not blacklisted as on date, in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
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 we have not 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 i n 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 beingsubmitted 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 R FP 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 have the necessary capabilities to undertake the project: If at any time it is found out that we do not have the capabilities as enumerated above, Delhi Development Authority may put the Agency in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit.
30. I / We acknowledge that DDA is committed to follow the principles there of as enumerated in the integrity Agreement enclosed with the tender/bid document. I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I / We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I / We will stand disqualified from the tendering process.
31. I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by DDA. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article -1 to the enclosed Integrity Agreement.
32. I / We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, DDA shall have unqualified, absolute and unfettered right to disqualify the 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 Pre-qualification, 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

remain, 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.

[Please attach duly filled PQ Compliance Sheet (as per para 2 Data Sheet 2) with this letter]

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.

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this Day of 20

BETWEEN

Chairman DDA represented through CAO, DDA

..... (Name
of Division)

DDA, (Hereinafter referred as the
(Address of Division)

‘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 the 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) / Contractors(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s) / Contractor(s) will not directly or through any other person or firm indulge

in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/ or to influence the procurement process to the detriment of the Government interest.

- (5) The Bidder(s) / Contractors(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the principal / Owner under law or the Contractor's 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 Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / contractor.
3. Criminal Liability: If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitute s corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal / Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

1. The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/ Pact by any of its Subcontractors/sub/ vendors.
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. For all intents & purposes, and irrespective of the fact that the Agreement between the parties has been executed or not, the date of start of the work shall be deemed to be the seventh day of the issuance of the work-order. The agreement expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period of five years, whichever is later and for all other bidders, till the Contract has been awarded.
2. If any claim is made/lodged by the DDA during the above-referred time period, the same shall be binding upon the successful bidder and shall continue to be valid despite the lapse of this Pact, unless discharged by the Competent Authority, DDA.

Article 7 – Other Provisions

- 1. Changes and supplements need to be made in writing. Side agreements have not been made.
- 2. If the Contractor is a partnership, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 3. 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.
- 4. 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

Except for what has otherwise been agreed in this RFP/RFQ/Agreement, all the rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under law.

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

..... (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)
2020-2021		
2019-2020		
2018-2019		

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)), 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 that all acts, deeds and things done or caused to be done by our said Attorney shall always be deemed to have been done by us and shall always be deemed to have been duly ratified 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 Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

FORM E :

Format of Bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you, the Delhi Development Authority, Vikas Sadan, INA, New Delhi(hereinafter referred to as the —Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company],(hereinafter referred to as the —Bidder |which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Agency for [name of assignment] pursuant to the RFQ -cum-RFP Document dated [date] issued in respect of the Assignment (hereinafter collectively referred to as —RFQ-cum-RFP Documents), we [Name of the Bank] having our registered office at [registered address] and one of its branches at[branch address](hereinafter referred to as the —Bank), at the request of the Bidder, do hereby irrevocably, unconditionally and without any reservation guarantee and undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words])(hereinafter referred to as the —Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder.
2. (2)The aforesaid amount shall be paid and credited to the Account of the Authority immediately on receipt of a written demand without any question or reservation by the Bank. Any written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFQ - cum - RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of fulfillment and compliance with the terms and conditions contained in the RFQ - cum-RFP Document and Agreement.
3. The amount shall be paid & credited to the Authority irrespective of the fact that the Bidder has raised any claim against the Authority or has disputed Authority's claim in any manner or that it has filed any Suit/Writ/Appeal/Application/Petition etc. before any Authority, Tribunal or Court of Law.
4. Any such demand made on the Bank shall be conclusive, binding & final as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).
5. This Guarantee shall be irrevocable and remain enforceable for the entire duration of the Agreement and even, thereafter, for a period of 180 (one hundred eighty) days from the expiry of defect liability period or for such period as may be agreed by the Authority and the Bank.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor and shall be fully authorised & entitled to invoke this Guarantee even without raising/making any claim or litigation against the Bidder. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ - cum - RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the

period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFQ -cum-RFP Document by

the said Bidder or to postpone for anytime and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ - cum - RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty wit

h reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise here under shall be sufficiently given or made if addressed to the Bank and delivered personally or either through email or courier or speed-post or registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered a tour above branch which shall be deemed to have been duly authorized to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 here of, on or before [date].

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of

issuing Branch should be mentioned on the covering letter of issuing Branch.

Form F :

Details of 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
Name of Associated Consultants, if any:	and functions performed (indicate most significant profiles such as Project Director/ Coordinator, Team Leader):
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

[Location, Date]

To
Chief Accounts Officer
Delhi Development Authority
Vikas Sadan
New Delhi-110007

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 Dara Sheet 3)

Form H

[Location, Date]

Form for Submission of details about past work

Following [Creative Mobile App Developed / IT based information system about any physical location]
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 Application was
developed Features of the Application:

Certified that the aforesaid application/ system was developed by [name of the
company] [Authorised signatory]
Please enclose copy of work order & work completion certificate

FORM I

Demonstration of understanding of the Department's requirements

In this chapter you should explain your understanding of the objectives of the assignment/ job, understanding of the expected structure, design and outputs of the portal,. You should highlight the problems/project specific risks and their importance and explain the technical approach you would adopt to address them

Accordingly, Please provide a Note on the Following -

1. SWOT Analysis of DDA's proposal / scope of work
 2. Issues and Challenges likely to be faced in implementation of project
 3. Mitigation strategies
 4. Understanding of Stakeholders' expectations
 5. New ideas for additions to scope of work
-

FORM J

Details of Prototype Web Portal Proposed to be Deployed

Name of CMS Engine:	
Developer Details	
Details of Enterprise Edition (if any)	
Overview:	
Key Features	
Design	
Deployment	
Performance Analysis	
Use Cases	

FORM K

Proposed Solution

Please provide a Note on Bidder's idea of proposed solution to the DDA's scope of work, covering the Following-

1. Concept and Vision
 2. Approach to the assignment/job,
 3. Methodology for carrying out the activities and obtaining the expected output
 4. Justification of the main activities of the assignment/job,
 5. Strategy for collection of information / data
 6. Design and Output of the Portal
 7. Project Life cycle
 8. CMSTool details
 9. Completeness and responsiveness to the department's requirements
 10. Scalability of Solution
-

FORM L

Project work break down structure

Please provide Note on Following Points -

1. Work Plan (the proposed work plan should be consistent with the technical approach and methodology showing understanding of the scope of work and ability to translate them into a feasible working plan.)
2. Components of project, their content and duration, phasing and interrelations, milestones
3. Detailed plan for Portal development including timelines, milestones
4. Dependencies
5. Plan for capacity building of DDA staff
6. Methodology for technical handover of the system to DDA.
7. Organization and staffing (O&M phase):
The bidders should propose and justify the structure and composition of the proposed team structure, separately for the development and O&M phases. You should list the main disciplines of the assignment, key personnel responsible and proposed support technical staff.
8. Manpower deployment

While preparing Work Break Down Structure, please refer to Project deliverables and Timelines given in Data Sheet5 (Development Phase and O&M Phase)

Department: Systems

Sr. No.	Work Descriptions	Timelines in weeks											
1													
2													
3													
4													
5													
6													
7													

FORM M

Curriculum Vitae (CV) of Key Personnel

- a. Proposed Position [*only one candidate shall be nominated for each position Expert*]:
- b. Name of Firm [*Insert name of firm proposing the staff*]:
- c. Name of Resource Person [*Insert full name*]:
- d. Date of Birth :
- e. Education [*Indicate college/ university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:
- f. Total No. of years of experience :
- g. Total No. of years with the firm :
- h. Areas of expertise and no. of years of experience in this area (as required for the Profile mandatory):
- i. Details of Involvement in Projects (*only if involved in the same*):
- j. Employment Record [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From (Year)	To (Year)	Date Employment	of Purchaser	Position held
----------------	--------------	--------------------	-----------------	------------------

- k. Detailed Tasks Assigned [List all tasks to be performed under this assignment]
- l. Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)
(*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated'*)
 - Name of assignment or project:
 - Year:
 - Location:
 - Purchaser:
 - Main project features:
 - Positions held:
 - Value of Project (approximate value or range value):
 - Activities performed:

m. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

(*Signature of staff member or authorized representative of the staff*) Day/Month/ Year

Full name of Authorized Representative:

FORM N

Financial Proposal Submission Form

[Location] [Date]

To
 Dy. Dir (Systems)
 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-

Item	Estimated No of Units	Unit rate (Excl GST)	GST Rate (%)	Total Amount (including GST)
(a)	(b)	(c)	(d)	$(e) = \frac{(b) * (c) *}{(1+(d)\%)}$
License Fee	1 (lump-sum)			
Portal Development Fee	1 (lump-sum)			
Total Development Cost for implementation of IFMIS				
CERT-IN Security Audit Fee :	1 (lump-sum)			
STQC GIGW Compliance Audit	1 (Lump-sum)			
Annual O&M Fee	3 years	INR_____per year		
Grand Total	---	---	--	
OUR FINANCIAL PROPOSAL (INCLUSIVE OF ALL TAXES) THEREFORE IS-				
Total Amount incl . Tax				
Total Amount in Words				

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

Break-up of costs in Form O is enclosed.

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 (Pre -qualification Proposal).

We understand that our fee will be paid in accordance with 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:

Encl : Form O

Form O: Summary of Costs *

Breakup of costs (Table
1) IFMIS Development

Sr. No.	Module	Man Months (Development Phase)	Development Fee	GIGW Compliance Audit Fee	CERT-IN Security Audit Fee	Annual O&M Fee
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
19.						
20.						
Total Cost						
Taxes						
Grand Total						

Note: The modules / applications listed above are only illustrative. The Bidder can add to / delete / modify / merge the modules listed above, without compromising on the expected functionalities (Data Sheet 5) and submit the bid document accordingly.

Cost Break up Details for Resources
Deployed (Table-2)

Development Fee						
S.No	Item	Cost per man-month (INR)	Number of months deployed	On-site/ Off-site	Total Cost (INR)	
1	Team Leader – Project Manager					

2	Web Portal Solution Development Lead/ Lead Coder				
3	Solution Architect / User Experience (UX) & User Interface (UI) Expert				
4	CMS Management Expert				
6	Web /Cyber Security Expert				
7	Support Technical Team (comprised of Coders, Web Portal	Lump sum			

	designers, user interface designers, tester, and professionals trained in Web Technology and Open Technology CMS Engine etc, to undertake development work)				
10	Miscellaneous (printing, travel, overheads etc.)	Lump sum			
	Total Development Fee (INR)				
Annual O&M Fee					
S.No	Item	Cost per man-month (INR)	Number	Onsite / Off-Site	Total Cost (INR) per year
1.	Operations Head				
2.	CMS / Portal Development Lead				
3.	Web Developer - Engineers/ Coders* (for application maintenance, modifications etc.)				
4.	System Operators*				
5.	Helpdesk support*				
6.	Supporting Office Staff				
7.	Miscellaneous (printing, travel, overheads etc.)	Lump sum			
	Total Annual O&M fee (INR)				

** Any additional personnel required for managing the operations (as directed by DDA with due notice of 2 months) shall be provided at the same cost as indicated in this financial quote*

FORM P: Standard Form of Work Order

DELHI DEVELOPMENT AUTHORITY
(SYSTEMS DEPARTMENT)

B BLOCK, 1 ST FLOOR
VIKAS SADAN, INA
NEW DELHI

No _____

To
M/S[_____]

[Date , Place]

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

Sir,

We are pleased to inform you that the bid submitted by you against the RFP/RFQ No. dated for the work of has been accepted by the Delhi Development Authority and you have been declared as successful bidder. Accordingly, in terms of the aforesaid RFP/RFQ No. dated, you are required to acknowledge this work-order and to sign the Agreement withing seven days of receipt of this Order and also to submit the performance/bank guarantee (in the form prescribed in RFP/RFQ) , security deposit, earnest money, as applicable, per the terms & conditions of the said RFP/RFQ.

It be noted that the above referred RFP/RFQ, as such and in whole, shall form part of the Agreement to be executed for proper execution of the work.

The final rates quoted by you and as mentioned herein-below shall always be considered as final & binding and shall be inclusive of all types of taxes, levy, cess etc. as may be applicable on the date of issuance of this Order.

Nothing extra or over & above the final rates quoted by you and mentioned hereinafter, shall be paid by the Authority.

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

—

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

We Remain,
()
Dy Dir Systems

FORM Q
Form for Agreement

AGREEMENT

THIS AGREEMENT is made on the day of 2021 at New Delhi, India

BETWEEN

The Delhi Development Authority, a Statutory Authority established under the Delhi Development Act, 1957 having its office at Vikas Sadan, INA, New Delhi, e-mail (hereinafter referred to as "the Authority") 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 Authority 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 Authority 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) The aforesaid RFP/RFQ (tender-document), as such and as a whole, alongwith all the corrigendum & clarifications etc. issued by the Authority from time to time and the correspondence exchanged between the parties shall deemed to be a part & parcel of this Agreement and shall always be binding upon the parties.
- 3) All the terms and conditions as mentioned in the tender document vide no. < *insert Tender Refence details*> Dated<*insert date*> shall ipso facto form part of this Agreement and shall be duly applicable, adhered to & complied with by the parties.. The Agency, Selected Bidder/Applicant shall not be entitled to seek any deviation in the Agreement.
- 4) The Agency shall always act in the best interest of the DDA and shall always endeavor to protect DDA's interest and shall always indemnify the DDA, its officers, employees, staff members, agents, assigns etc. against all the actions, proceedings, claims, demands, loss, damage/damages, costs & expenses, whatsoever, arising out of or, in connection with the all & any matters in connection with this Agreement, RFP/RFQ and work awarded to the Agency and also against all actions, proceedings, claims, demands, loss, damage, damages, costs and expenses, whatsoever, arising out of any act or omission/commission or failure by the Agency in the performance of any of its obligation, whether under this Agreement or otherwise and the amount of loss or damage suffered and/or costs incurred by the DDA shall be decided by the Vice-Chairman, DDA whose decision shall be final & binding and shall always be beyond the jurisdiction & scope of Arbitrator and all type or arbitration proceedings.
- 5) It is an admitted term of the Agreement that unless the Agency has given a notice in writing invoking the force-majeure clause or unless the Agency has received from DDA an order in writing asking the Agency to stop the work, the Agency shall be bound to continue with the execution of the work and shall not stop the same under any other circumstances. The work shall be commenced and taken-up by the Agency immediately and as soon as the force-majeure is over and Agency shall always make its best endeavor to compensate the loss of work during the force-majeure period and shall prevent all types of losses. It shall also ensure that no or minimum loss is caused to the DDA due to force-majeure.
- 6) The Agency shall always keep with it one spare copy of all the record, documents, drawings, bills, vouchers, report, registers etc. used or required by it for the execution of the work in question or submitted by it to the DDA. All the said record/document shall be kept and maintained intact, by the Agency for a period of three years from the date of satisfactory completion of the work or of the final payment, whichever is later and shall be presented to the DDA, whenever asked by it. No claims, whatsoever, raised by the Agency shall be entertained, if the Agency fails to provide any such record/document, whenever asked by the DDA, whether during or prior to the arbitration proceedings.

- 7) D.D.A. shall always be entitled to call for any such record or document relating to the work, RFP or Agreement, which is required to be kept by or maintained by the Agency.
- 8) The Agency shall furnish to the DDA such information relating to the Work, Services and the Project as the DDA may from time-to-time request.
- 9) Agency shall not sub-let, part-with or assign the work awarded to it and any such assignment, sub-letting or petty-contract even, if executed by the Agency shall be void ab-initio and DDA shall not be liable to make any payments for any such work.
- 10) The Agency shall always maintain the confidentiality of the work assigned to it by the DDA and shall neither disclose any information nor make public any information with respect to the work, Agreement, RFP/RFQ or any such information received by it from any source.
- 11) All the documents/record submitted by the Agency and the work done by the Agency shall deemed to be the property of the DDA and the DDA shall always be free to use any/all such information or document/record/report/suggestions/conclusions etc.
- 12) The outcome of work done by the Agency, its offshoots and any subsequent or consequent development shall be in the exclusive ownership of the DDA and Agency shall never lay any claim/right over it nor shall put to use that knowledge for any future projects out of DDA.
- 13) During the period of contract and, at least, for a period of three years thereafter, the Agency shall hold DDA's interest paramount and shall strictly avoid taking any such work/assignment etc. which is in direct or indirect or even remote conflict with DDA's interest.
- 14) The Agency shall at its own cost take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the DDA.
- 15) The entire work shall be executed by the Agency at its own risk & cost and DDA neither undertakes any responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the performance of the work awarded to the Agency nor shall ever be held responsible for any type of loss or damage which may be caused to any person or authority due to any type of act/omission of the Agency.
- 16) The time allowed for carrying out the work in different stages as specified in the RFP/RFQ shall be strictly adhered by the Agency. The work shall be performed by the Agency diligently throughout the stipulated period of the contract and unless directed in writing, the Agency shall not stop.
- 17) The Agency will be required to complete the entire work within stipulated indicative time & payment schedule. In case the Agency fails to complete the work within the indicative time, it shall compensate the DDA @ 0.5% of accepted fee per week of the total accepted fees subject to a maximum of 10% of the total fees payable shall be levied on the Agency.

- 18) DDA at any time reduce the scope of the work or may even terminate the entire work by giving 90 days notice to the Agency.
- 19) Neither the Agency shall ever claim any type of claim or amount on account of escalation in prices of material and/or wages nor on account of loss of profit, compensation, damages, overheads, interest, costs etc. due to reduction in scope of work, termination of contract prior to its due period or scope nor on account of delay in completion of work, nor shall it be entitled to receive the same nor shall the same be granted by the Arbitrator. However, for any extra work done by the Agency during or after the period of Agreement, the Vice-Chairman, DDA may, in his sole discretion, allow such increase in rates which is found justifiable by him and his decision shall be final, binding and beyond challenge by the Agency in any arbitration proceedings.
- 20) Any notice, approval, instruction, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered only, if send through registered mail acknowledgement due (RAD), Speed-Post, duly approved Courier Service or if got received at Proper Dak Counter of DDA and a copy thereof shall always be send through email.
- 21) During the Force Majueure 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.
- 22) The payments shall be made to the Agency only after the bill, complete in all respects, for each stage is submitted by it alongwith all the required documents showing the successful completion/achievement of the stage for which the bill is raised.
- 23) In case, the Agency does not raise the bill, as aforesaid, the bill & payment as may be finalized by the D.D.A. shall deemed to be full & final towards the entire work done by the Agency and, thereafter, no amount, whatsoever, shall deemed to be left payable to the Agency nor shall be paid to it.
- 24) Any amount or work which is not raised nor mentioned in the bills raised by the Agency, whether running or final, shall not be taken into consideration nor be paid and shall always be deemed to have been waived.
- 25) The amount of security deposit, performance guarantee, earnest money and/or any other amount deducted or withheld shall always be interest free and no interest shall be paid thereon under any circumstances.
- 26) Agency shall always ensure that under all circumstances no loss/damage is caused and shall always comply with the principle of mitigation of losses.

- 27) 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. However, if, after 30 (thirty) days of the receipt of the aforesaid communication, the DDA and the Agency are unable to resolve amicably, same shall be decided 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 such 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 aforesaid list and specifically been referred to it. The Arbitral Tribunal shall not award any past, pre-reference & pendent-lite interest and shall also not award the amount more than what is claimed in the said list. All the amounts awarded by the Arbitrator shall not bear any interest for a period of 90 days from the date of Award. 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. The venue or arbitration shall always be Delhi and the Courts at Delhi alone shall have the exclusive jurisdiction to deal & entrain all applications & petitions with respect to the Arbitration & Award so published.
- 28) 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

- 29) The Terms and Conditions and Clauses mentioned in the Tender Document (Annexure -B), subject to Corrigendum issued (Annexure – C) shall deemed to be the clauses of this agreement.

- 30) 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 .
- 31) 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.
- 32) The total value of the Contract shall not exceed ₹xxxxxxxxxxx/- (Rupees xxxxxxxxxxxxxxxxxxxxxx Only) (GST extra as applicable) .
- 33) 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

- 34) 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.
- 35) 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.
- 36) 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 complete and all payments have been made at the end of such time period after the Effective Date.
- 37) 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

- 38) 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.
- 39) 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 Contact, such other activities as may be specified in the SC.
- 40) Confidentiality : The Agency, their Sub -consultants, and the Personnel of either of them shall not, either during the term or within two(2) years after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the DDA's business or operations without the prior written consent of the DDA.
- 41) 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.
- 42) 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).

- 43) 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.
- 44) 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

- 45) 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;
- 46) 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

- 47) 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.
- 48) Advance payment will not be considered.
- 49) The Agency will submit pre-receipted invoices in triplicate, complete in all respects, 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.
- 50) The final payment, each year, shall be released only after completion of the required work for the year and on submission of a statement of work having been executed as per the requirements detailed in the RFP Document, or communicated subsequently by DDA.
- 51) Currency: The price is payable in local currency i.e. Indian Rupees.
- 52) Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.
- 53) 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.

Assignment and Charges

- 54) 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.
- 55) The DDA is entitled to assign any rights, interests and obligations under this Work order to third parties.

Force Majeure

- 56) 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.
- 57) 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.
- 58) 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 .

59) 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.

- 60) If a Party has given the notice specified above, neither of the Parties shall be able to terminate, suspend or excuse the non- performance of its obligations hereunder n or shall either party have any claim for damages against the other in respect of such non -performance or delay in performance .
- 61) Deliveries under the contract shall be resumed as soon as practicable after such event has come to a n end or ceased to exist and the decision of the DDA as to whether the deliver ies have so resumed or not, shall be final and conclusive, provided that if the performance in whole or in part or any obligatio n under the contract is prevented or delayed by reason of any such event for a period exceeding 60 day s, the DDA may, at his option, terminate the Contract.
- 62) 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.
- 63) Payments: During the period of their inability to perform the Services as a result of an event of Fo rce Majeure, the Agency shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed f or additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such perio d.

Termination

- 64) 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.
- 65) 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 .
- 66) 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.
- 67) 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 Work order is terminated pursuant to Clause 3.2.1a), b), d), e) or f), the Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the DDA may consider to make payment for the part satisfactorily performed on the basis of the quantum meruit as assessed by it, in its sole discretion, if such part is of economic utility to the DDA. Under such circumstances, upon termination, the DDA may

also impose liquidated damages as per the provisions of relevant clauses of this Work order.

- c) The Agency will be required to pay any such liquidated damages to DDA within 30 days of termination date.
- 68) Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Severability:

- 69) 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

- 70) 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.
- 71) 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

- 72) Neither the Party shall be liable to the other Party for any indirect or consequential loss or damage (including loss of revenue and profits) arising out of or relating to the Contract.
- 73) Except in the case of Gross Negligence or Wilful Misconduct on the part of the Agency or on the part of any person acting on behalf of the Agency executing the work or in carrying out the Services, the Agency, with respect to damage caused by the Agency including to property and/or assets of DDA or its clients shall regardless of anything contained herein, not be liable for any direct loss or damage that exceeds (A) the Contract Value or (B) the proceeds the Agency may be entitled to receive from any insurance maintained by the Agency to cover such a liability, whichever of (A) or (B) is higher.
- 74) This limitation of liability stated in this Clause, shall not affect the Agency's liability, if any, for direct damage by Agency to a Third Party's real property, tangible personal property or bodily injury or death caused by the Agency or any person acting on behalf of the Agency in executing the work or in carrying out the Services.
- 75) 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

- 76) 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/ 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 fulfillment of the purchase orders.

- 77) The Agency agrees to indemnify and hold harmless the DDA from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys fees and other costs of defense or investigation related to or arising out of, whether directly or indirectly,
- (a) the breach by the Agency of any obligations specified in relevant clauses hereof;
 - (b) the alleged negligent, reckless or otherwise wrongful act or omission of the Agency including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the DDA;
 - (c) any Services related to or rendered pursuant to the Work order (collectively — Indemnified matter).
- 78) 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,

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.

- 79) The obligation 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.
- 80) The foregoing provisions are in addition to any rights which the DDA may have at common law, in equity or otherwise.
- 81) 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.
- 82) 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.
- 83) 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.
- 84) All claims regarding indemnity shall survive the termination or expiry of the Work Order.

Settlement of disputes and Arbitration

- 85) Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation. The DDA and the Agency shall make every effort to resolve amicably, by direct formal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 86) If, after 30 (thirty) days from the commencement of such formal negotiations/Claims (through written communications), including the final bill for payment, to the Project -In-Charge, the DDA and the Agency are unable to resolve amicably such dispute, the matter will be referred to the Vice-Chairman of the DDA, for his/her opinion.
- 87) If the Agency doesn't agree with the opinion of the Vice-Chairman of the DDA, the matter shall be referred to a panel of three Arbitrators: one Arbitrator to be nominated by DDA, the other one to be nominated by the Agency and a third arbitrator to be appointed by the two arbitrators jointly. The award of the Arbitrators shall be final and binding on the parties. Proceedings under this clause shall be subject to applicable law of the Arbitration and Conciliation Act, 1996 and the venue of such arbitration shall be Delhi. Cost of arbitration shall be borne by each party proportionately, as per the Schedule IV of the Arbitration and Conciliation Act, 1996 as amended upto date. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. The provisions of this clause shall survive termination of this Agreement.

Notices

- 88) 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.
- 89) 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

- 90) In case of Bespoke development of the application: Agency shall disclose all such Intellectual Property Rights arising in performance of the Services to the DDA and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals as may be necessary as per the existing laws in India to effectively transfer such rights to the DDA. Once transferred, the DDA shall own and have a right to use all such Intellectual Property Rights which have been developed solely during execution of this Contract, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Agency solely during the performance of Services and for the purposes of inter -alia use or sub-license of such Services under this Contract.

- 91) 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.
- 92) 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.
- 93) 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 of 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.
- 94) Documents Prepared by the Agency to be the Property of the DDA: All 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

- 95) 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.
- 96) 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

- 97) 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

- 98) 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.
- 99) 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.
- 100) 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.
- 101) 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 3.2.1 of this Work Order;
 - c) any material breach of the terms hereof; and/or
- 102) 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 :
Place : New Delhi

Date :
Place : New
Delhi

In the presence of:

In the presence of:

Signed :

Name :

Date :

Place : New Delhi

Signed :

Name :

Date :

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 R

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 S

INDEMNITY BOND

THIS BOND is made on this day of, ---by M/sthrough 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, ----- with the Authority (hereinafter referred to as "The said Agreement") for the "<Name of the tender> "

ANDWHEREASM/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

FORM R

For
(Authorized representative
of Bidder)

M/s

Witness

- : 1.
- 2.

FORM T

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 an or, all monies payable by the Agency to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Agency. Any such demand made by the DDA on the Bank shall be conclusive and binding notwithstanding any difference between the DDA and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

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

The DDA shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Agency nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The DDA shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the DDA and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order 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.

FORM T

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

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

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

WITNES

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

[Official Address]
[With Bank Stamp]

Designation

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

Dated Strike out,

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

In lieu of E.M.D. the bidders have to submit bid security/EMD Declaration as per following proforma.

Proforma for Earnest Money Deposit Declaration

Whereas, I/we(name of agency).....have submitted bids for.....(name of work).....

I/we hereby submit 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 award of work, I/we fail to sign the contract, or to submit performance guarantee before the dealing defined in the tender documents.

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

Signature of the Contractor(s)

