



## **NOTICE INVITING PROPOSAL (NIP) FOR ORGANIZING GOLF TOURNAMENT (LG CUP) AT DDA, QUTAB GOLF COURSE**

### 1. **Introduction:**

The Delhi Development Authority (DDA) has been organizing the prestigious golf tournament “The Lt. Governor’s Golf Cup” at the Qutab Golf Course as an annual event since the year 2000 wherein more than 1000 golf enthusiasts including professionals participate over a period of 6 days. DDA is in the process of organizing the LG Cup at Qutab Golf Course, Press Enclave Road, New Delhi- 110017 in March - 2024.

The duration of the tournament will be six days i.e. Friday, Saturday and Sunday over two weeks with a total number of 1300 participants (approx.). The Hon’ble Lt. Governor of Delhi is the Chief Guest on the final day of the event.

Applications are invited from event management agencies who have expertise in the field of organizing golf tournaments in totality including garnering sponsors.

### 2. **Scope of work:**

The expenditure involved in conduct of tournament “The Lt. Governor’s Golf Cup” will be under following heads: -

- Food & Beverages (F&B) (including alcoholic beverages) for players (1300) (Breakfast, Lunch, High Tea, Refreshment at Kiosks at Hole numbers 4 & 16).
- F&B for caddies/staff.
- Tentage and associated furniture including stage & flower arrangements on all days.
- Giveaways (1300).
- Provision of Scorer and final result.
- Photography (Still/Video) including Drone. Four ball picture to be handed over to each golfer.
- Mementos / Trophies for Winner, Runners up and sponsors (Details will be given by management).
- Brandings (fixing of hoardings, collage etc.).
- Printing material.
- Caddie Fee.
- 4-persons band for live music (For the final day, tentatively from 12 PM to 3 PM).
- Medical expenses (Facility to be provided every day).
- RSVP including making of draw sheet.

- Caddies tournament before the conduct of LG Cup (on the Wednesday immediately preceding start of LG Cup).
- Above list is not exhaustive and agency shall have to make arrangement as per site requirement for successful completion of the event.

The event management agencies would work under the instructions and overall supervision of the Commissioner (Sports) and Secretary, QGC.

Design and quality of giveaways will be required to be approved from the QGC management.

**The contract will be for 3 annual golf tournaments of the LG Cup, subject to satisfactory performance of the event management agencies determined by the Commissioner (Sports).**

3. **Eligibility Criteria:**

- The event management agency must be a registered legal entity and having a valid GSTIN and PAN.
- Minimum annual turnover of the bidder should be at least Rs. One Crore during any three financial years in the last five financial years ending in 2022-23.
- The bidding entities must have experience of conducting at least 4 golf tournaments per year having at least 100 participants in each tournament, in any 3 financial years in the last 5 financial years (until 2023-24). Documentary proof for the same will be required to be attached with the proposal.
- The bidding entities should not have been blacklisted or debarred by any Government (Central or State) or PSU or Autonomous body or any Golf Course in India.
- The bidding entities should not have any criminal proceeding pending/in progress in any court of Law.

4. **Selection Criteria:**

Selection of event management agencies will be done based on marks obtained in evaluation as under.

**Total Mark Allocated - 100**

**Qualifying Marks - 60**

S. No	Technical Evaluation	Max. Marks
1	Average Turnover of highest three financial years in last five financial years <ul style="list-style-type: none"> <li>• Average Turnover from Rs. 1 cr to Rs. 2 cr – 8 marks</li> <li>• Average Turnover above Rs. 2 cr and up to Rs. 3 cr – 16 marks</li> <li>• Average Turnover above Rs. 3 cr – 25 marks</li> </ul>	25
2	Experience <ul style="list-style-type: none"> <li>• Conducted at least 4 golf tournaments per year (with minimum 100 participants in each) for 3 years – 8 marks</li> <li>• Conducted at least 4 golf tournaments per year (with minimum 100 participants in each) for 4 to 5 years – 16 marks</li> <li>• Conducted at least 4 golf tournaments per year (with minimum 100 participants in each) for more than 5 years – 25 marks</li> </ul>	25

3	Number of tournaments organized in last 3 years <ul style="list-style-type: none"> <li>• Conducted up to 12 tournaments in last 3 years – 8 marks</li> <li>• Conducted 13 to 18 tournaments in last 3 years – 16 marks</li> <li>• Conducted above 18 tournaments in last 3 years – 25 marks</li> </ul>	25
4	Revenue to be shared with DDA by the agency <ul style="list-style-type: none"> <li>• Up to Rs. 20 lakhs – 1mark per Rs. 1 lakh rounded off to lowest lakh. (for e.g., if proposed revenue shared with DDA is Rs. 6.50 lakhs, then 6 marks are awarded)</li> <li>• Rs. 21 lakhs and above – 25 marks</li> </ul>	25

In case two or more agencies have the same number of marks, then the agency having higher marks in Serial number 4 in table above will be selected. In case marks obtained in serial number 4 are also same, then draw will be conducted for selection of the agency.

5. **Security Deposit:-**

- The selected Agency will be required to deposit a sum of Rs. 10.00 lacs (Rs. Ten Lac only) as security deposit in the form of Fixed Deposit/ RTGS which will be refunded 1 month after completion of period of agreement, without interest.
- In case of Fixed Deposit, the same may be issued in name of “CAU Sports, DDA”. In case of RTGS, the account details are as follows:

Name: CAU Sports DDA

Account no: 1611994900

IFSC: KKBK0000184

- Conditions under which forfeiture of Security Deposit will take place are listed in Section 10 of this document and the Integrity Pact. However, this is not an exhaustive list and DDA reserves the right to forfeit the Security Deposit in such cases as deemed by Commissioner (Sports), DDA to consider violations/ transgressions on the part of the agency.

6. **Pre-bid meeting:-**

- A pre-bid meeting will be held on **1st May 2024 at QGC at 10.00 AM** to clarify issues, if any related to notice inviting proposal (NIP) at Qutab Golf Course, Press Enclave Road, New Delhi- 110017
- The management of Qutab Golf Course reserves the right to modify the time lines on administrative exigencies.

7. **Facilities provided by DDA to the event organizer:-**

- No capitation fee on course.
- Hoardings/display for the duration of tournament.
- Sufficient area earmarked for storage of goodies.
- Maximum 100 hoardings of size 12' x 12' including back drop.
- Display space for not more than 2 cars or 4 two-wheelers per brand for the duration of the tournament per auto sponsor.(Any excess display will be charged).
- One kiosk per sponsor. (Any excess display will be charged).



- Permitted to display upto 5 hoardings in each sports complexes/golf courses of DDA for the duration of the tournament.(Any excess display will be charged).
- Liquor license will be procured by DDA.
- The following manpower will be provided by DDA: 2 caddie masters, 4 starters and 6 marshalls.

8. **Documents to be submitted by bidders**

- Scanned copy of Proposal Acceptance Letter (To be given on Company Letter Head).
- Scanned copy of PAN No.
- Scanned copy of GST registration.
- Scanned copy of IT returns for last five years ending in 2022-23.
- Scanned copy of Turnover Certificate duly audited and certified by Chartered Accountant having valid UDIN.
- Scanned copy of experience certificate as mentioned in para 2, para 3 of Sl. 4 (Selection criteria).
- Scanned copy of undertaking on a non-judicial stamp paper of Rs. 100/- that the bidding agency is not blacklisted or debarred by any Government (Central or State) or PSU or Autonomous body or any Golf Course in India and that there are no criminal proceedings pending/ in progress in any court of Law.
- Letter of Integrity Pact.
- Any other document required as per clauses of NIP.

Any proposal found lacking with respect to the necessary information and /or documents will not be considered. The intending bidders are advised to upload only relevant documents for proposal submission.

9. **Terms & Conditions**

- The complete expenditure will be borne by the individual/ event manager and no expenses will be borne by DDA.
  - Details of giveaways and F&B (menu) shall be obtained from Secretary, QGC.
  - Complete F&B will be catered by the club licensee.
  - Club members will not be charged any tournament fee by the organizer.
  - The duration of the contract would be for organizing 3 (three) annual golf tournaments of the LG Cup. This may be extendable for further 2 (two) annual golf tournaments on satisfactory performance of the event management agency and on mutual consent.
  - In the year 2024, the LG Cup will be held in Sep./Oct. 2025 onwards, it will be held in Feb./Mar.
10. The validity of the NIP shall be for 75 days from the date of opening of bid.
11. Commissioner (Sports) or any other officer of DDA authorized by him reserves the right to satisfy himself about the quality of the services provided by the agency. In case of unsatisfactory performance, DDA reserves the right to terminate the contract during the currency of the contract. Further, DDA shall forfeit the Security Deposit in case of failure on the part of the agency to provide satisfactory service. The decision of the Commissioner (Sports) DDA will be final in this regard.
12. The agency will be responsible for depositing all taxes/ levies including GST with concerned authorities.



13. In case there are vacant slots, then QGC reserves the right to allow non-participants
14. The agency along with its agents, representatives or employees will be allowed to enter into the premises for the purpose of rendering the said service. The Agency will be responsible for any loss, damage or theft caused to DDA by Agency's agent, representatives or employees while rendering the said services which will be recovered from the Agency's Security Deposit.
15. The Agency shall not be allowed to give its work to some other party, or sub-Agency during the proposed agreement / contract period, nor change of the name of the firm or change in the constitution of the entity shall be allowed without the prior approval of D.D.A.
16. Notwithstanding any other practice in existence, or any prior agreement or written negotiations having taken place, or any tender condition, or any other clause or covenant in this agreement or any document referred to in this agreement, any provision in the GCC or CPWD Manual, or any circular, guideline, direction or any rule or regulation, it is hereby agreed that any dispute between the parties to this agreement shall be resolved by decision of the courts at Delhi and the dispute shall not be resolved by way of arbitration or any other alternate dispute redressal mechanism.
17. **Termination of Contract**
  - This contract is non-transferable under any circumstances. Management may recommend termination of this contract if there is any violation of the rules and regulations mentioned above.
  - In case of any dispute/difference between the parties, the matter will be referred to the Commissioner (Sports), DDA. The decision of the Commissioner (Sports), DDA shall be binding upon both the parties.
  - The agency is not permitted to sub-contract, or lease out, or rent out the services for the golf course premises unless agreed to mutually and in writing between the DDA and the agency/individual.
  - The agency/individual shall be responsible for all third party claims, and any liability whatsoever, arising out of any claim, complaint, or other action initiated by any party on account of poor quality food, or service, or on account of any complaint pertaining to the products and services of the agency/individual. The agency/individual indemnifies and agrees to keep indemnified, QGC and DDA against any loss or damage that may be suffered by it on account of any breach of law, contract, or on account of the breach of any other obligation committed by the agency/individual towards any party.
  - By entering into a contract with DDA, the agency will not acquire any right, title, or interest whatsoever, over any part of the property of QGC, DDA or its premises. All that the contract confers is the right to use the designated portion of the golf course during the period of tournament. This arrangement does not, in any manner, create either a lease or lien in favour of the licensee.
18. **Force Majeure:**

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



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

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

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

19. Interested event management agencies may forward their complete proposal including financial aspects latest by **06th May, 2024** to Secretary, QGC, Press Enclave Road, New Delhi- 110030 (Telephone No. 011-20861731). A copy may also be sent by email to [ggcdda@yahoo.co.in](mailto:ggcdda@yahoo.co.in) and [commrsprts@dda.org.in](mailto:commrsprts@dda.org.in). Incomplete proposals in either the physical mode or electronic mode will lead to cancellation of application.



RE/AE ..

**Delhi Development Authority**

**PROPOSAL ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

**Date:**

**To,**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Acceptance of Terms & Conditions of Proposal.**

**Name of Work:**

**S.H:**

**Dear Sir,**

**1. I / We have downloaded/obtained the proposal document(s) for the above mentioned 'Proposal/Work' from the website(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).**

**2. I / We hereby certify that I / we have read the entire terms and conditions of the proposal document from page no. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc., which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.**

**3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.**

**4. I / We hereby unconditionally accept the proposal conditions of the above mentioned proposal document(s) / corrigendum(s) in its totality / entirety.**

**5. In case any provisions of this proposal are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this proposal/bid, and if any violations are noticed after acceptance of proposal, forfeit the full security deposit absolutely.**

**Yours faithfully,**

**(Signature of the bidder, with official seal)**



**INTEGRITY PACT**

To

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**Sub: Submission of Proposal.**

**Name of Work:**

**Sub Head :-**

**Dear Sir,**

I/We acknowledge that D.D.A. is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the proposal/bid document.

I/We agree that the Notice Inviting Proposal (NIP) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of proposal documents, failing which I/We will stand disqualified from the bidding process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIP.

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 proposal/bid is finally accepted by D.D.A. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the proposal/bid, D.D.A. shall have unqualified, absolute and unfettered right to disqualify the bidder and reject the proposal/bid in accordance with terms and conditions of the proposal/bid.

Yours faithfully



**INTEGRITY PACT**

**(To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of D.D.A.)**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made on.....on this.....day of.....20.....

**BETWEEN**

Delhi Development Authority, a statutory authority constituted under section 3 of the Delhi Development Act, 1957 represented through AD/RE/AE/JE \_\_\_\_\_ (Address of Sports Complex / golf course) \_\_\_\_\_ (Hereinafter referred as the ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....

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

Through..... (Hereinafter referred to as the “Bidder/Agency” 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 Proposal NIP No.....(hereinafter referred to as “Proposal/Bid”) and intends to award, under laid down organizational procedure, contract for **M/o** \_\_\_\_\_  
Name of Work: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**S.H:** \_\_\_\_\_.

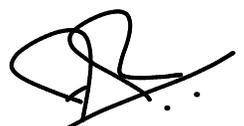
Hereinafter referred to as the “Contract” AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Agency(s).

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 Proposal/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 Proposal, 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 Bidding process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the bidding 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 Bidding process or the Contract Execution.
  - c) The Principal/owner shall Endeavour to exclude from the Bidding process any person, whose conduct in the past has been of biased 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 or 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)/Agency(s)**

1. It is required that each Bidder/Agency (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 bidding process and throughout the negotiation or award of a contract.
2. The Bidder(s)/Agency (s) itself to take all measures necessary to prevent corruption. It commits itself to observe the following principles during its participation in the Bidding process and during the Contract execution.
  - a) The Bidder(s)/Agency(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 Bidding 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 obtain in exchange any advantage of any kind whatsoever during the Bidding process or during the execution of the Contract.
  - b) The Bidder(s)/Agency(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal.  
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)/Agency(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Agency(s) shall 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)/Agency(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidders(s)/Agency(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a proposal but not both. Further, in cases where an agent participates in a proposal on behalf of one Agency/service provider, he shall not be allowed to quote on behalf of another Agency/service provider along with the first Agency/service provider in a subsequent/parallel proposal for the same item.
  - e) The Bidder(s)/Agency(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)/Agency(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



4. The Bidder (s) /Agency(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful 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 interests.
5. The Bidder(s)/Agency(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 bidding process.

### **Article 3: Consequences of Breach**

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

- 1) If the Bidder(s)/ Agency(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 Agency shall have powers to disqualify the Bidder(s)/ Agency(s) from the Bidding process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Agency 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 Security Deposit:** If the Principal/ Owner has disqualified the Bidder(s) from the Bidding 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 Security Deposit of the Bidder/ Agency.
- 3) **Criminal Liability:** If the Principal / Owner obtains knowledge of conduct of a Bidder or Agency, or of an employee or a representative or an associate of a Bidder or Agency which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

### **Article 4: Previous Transgression:**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anti-corruption 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 Bidding process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Bidding process or action can be taken for banning of business dealings/holiday listing of the Bidder/Agency as deemed fit by the Principal/Owner.
- 3) If the Bidder/Agency can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, in its own discretion, revoke the exclusion prematurely.



**Article 5: Equal Treatment of all Bidders/Agencys/SubAgencys:**

- 1) The Bidder(s)/Agency(s) undertake(s) to demand from all sub-Agencies a commitment in conformity with this integrity Pact. The Bidder/Agency shall be responsible for any violation(s) of the principle laid down in this agreement/Pact by any of its Sub-Agency/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Agencies.
- 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 Proposal or violate its provisions at any stage of the Bidding process, from the Bidding process.

**Article-6 - Duration of the Pact:**

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

**Article 7- Other Provisions:**

- 1) This Pact is subject to Indian Law, and jurisdiction at New Delhi in general and place of performance communicated by the Principal/Owner.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Agency is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intention.
- 5) It is agreed term and condition that any dispute or difference arises between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or Interpretation thereof shall not be subject to arbitration.

**Article 8- LEGAL AND PRIOR RIGHTS**

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

IN WITNESS WHEREOF 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 Principal/Owner)

.....

(For and on behalf of Bidder/Agency)

WITNESSESS:

- 1. ....



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

(Signature, name and address)

Place:

Dated:-

A handwritten signature in black ink, consisting of a stylized, cursive script with a large initial 'R' and a long horizontal stroke extending to the right.