

RFP

**GOVERNMENT OF INDIA DELHI DEVELOPMENT AUTHORITY
New Delhi**

National Competitive Bidding (NCB)

**APPOINTMENT OF SERVICE PROVIDER FOR E-AUCTION PORTAL SERVICES
DELHI DEVELOPMENT AUTHORITY, GOVERNMENT OF INDIA**

Request for Qualification
Cum Request for Proposal

Version:- ~~December~~October 2019

**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, Government of India (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), 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 maybe, for the services and DDA reserves the right to accept/reject any or all of proposals submitted in response to RFP document at any stage without assigning any reasons whatsoever. DDA also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted RFP Application.
5. The information given is not exhaustive because 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.
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).

6.7. 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.

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SECTION 2: LETTER OF INVITATION

New Delhi Date: June ____, 2019

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.

Objective

- 2. The objective of this assignment is to seek services of a Service provider Agency for engagement of services of an E-Auction Portal for e-auction of DDA Properties (Housing as well as Land). The details of procedure followed for E-Auction and sample Terms and Condition for Auction are given in Data Sheet 4. The Agency will work with DDA, develop (if need be), customize and provide services of E-auction Portal / Application that will be used both by citizen and DDA authorities. By DDA, we mean Delhi Development Authority, its subordinate offices, programmes and various initiatives taken from time to time.

Selection procedure

- 3. The Agency will be selected as per Quality and Cost {Technically qualified, least Cost (L1)} Based Selection.
- 4. All agencies (or Consortiums) having capacity/expertise as per Data Sheet 1 are invited to participate in the RfP – cum – RFQ.
- 5. The RFQ - cum - RFP includes the following documents:

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

- 6. Request for clarifications / suggestions for change in the RFP conditions may be made before last date mentioned in the Data Sheet 1 through e-mail in Form 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.
- 7. 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.
- 8. Tentative schedule for selection process has been specified in the Data Sheet 1. Interested applicants are requested to submit their responses to the RFP at the

address mentioned on Central Public Procurement Portal on or before the last date.

Yours sincerely,

Dy. Director (Systems),

DELHI DEVELOPMENT AUTHORITY

SECTION 3: INSTRUCTIONS TO APPLICANTS

Introduction

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

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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 above-mentioned dispute or difference arose, such dispute or difference shall be finally settled VC, DDA, whose decision shall be final
8. Termination of Assignment: DDA will have the right to terminate the assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of Applicant, the DDA will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project.
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 reasons thereof.
 - (ii) Without prejudice to the generality of above, the DDA reserves the right to reject any Proposal if:
 - (a) At any time, a 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 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~~ and

~~(vi)~~(vii) has properly and carefully done due-diligence so as to avoid any type of loss.

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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.

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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 endeavor 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. 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.
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.

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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 ~~no.~~ 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~~ ending 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 Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the DDA. The DDA will endeavor 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. Tenderers are required to deposit E-Tender Annual Charges and EMD 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. Director (Systems) 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 EMD, E-Tender Annual Charges shall be placed online at specified location for Tender on the CPP Portal.
20. Alternate / Option for EMD deposit
 - (i) Earnest Money Deposit may also be deposited in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of officer mentioned in Data Sheet 1, for the sum as mentioned in the Data Sheet 1. The Bank Guarantee shall be in the format of Form E.
 - (ii) The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as
<EMD [Tender ID],
[name of assignment],
[Name and Address of the Bidder]>
 - (iii) In addition, a scanned copy of BG/DD (in PDF format) shall also be uploaded on Central Public Procurement Portal (hereinafter referred to as CPP Portal).
21. MSMEs under the Micro, Small & Medium Enterprises Development Act, 2006 shall be eligible for part exemption of EMD/ E-tender Annual Charges, to the extent mentioned in Data Sheet 1. Further, the bidder must keep the [Purchaser-DDA](#) informed of any change in the status of the company.
22. Miscellaneous regarding EMD –
 - (i) Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.
 - (ii) DDA will not ~~be liable to~~ pay any interest on Earnest Money Deposit.
 - (iii) Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by DDA.
 - (iv) The Selected Applicant 's Earnest Money, if it is in form of BG, shall be returned, without any interest upon the Applicant accepting the work order

and furnishing the Performance Security in accordance with provision of the RFQ-cum-RFP and work order.

- (v) The Tenderer's Earnest Money, deposited in the form of NEFT/RTGS, will be retained by DDA as part of security deposit, in case tender is accepted, otherwise it will be refunded after the Award of work. However, no interest shall be payable on the Earnest Money.

23. DDA will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to DDA regarding 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.

~~(iv)~~(v) If the Applicant commits any act which can or which causes any loss to DDA.

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Disqualification to participate in the tender process

- 24. Any entity including an individual or a group of individuals which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- 25. An Applicant should have, during the last 3 (three) years, 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 been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

Preparation of proposal

- 26. 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.
- 27. In preparing their Proposal, Applicants are expected to thoroughly examine the RFQ cum - RFP Document.
- 28. Bid should be valid for the period mentioned in the Data Sheet 1.

29. 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.
30. 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.
31. The Proposals must be digitally signed by the Authorized Representative as detailed below:
 - (i) by the proprietor in case of a proprietary firm; or
 - (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (iii) by a duly authorized person under resolution of the Board, in case of a Limited Company or a corporation;
32. Supplementary information –
 - (i) 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 based on Documents received by the closing time of Proposal Due Date as specified in Data Sheet 1.
 - (ii) 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.
 - (iii) For the avoidance of doubt, the DDA reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
33. Preparation of Financial proposal - While submitting the Financial Proposal, the Applicant shall ensure the following:
 - (i) 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.
 - (ii) 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.
 - (iii) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (iv) 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.

- (v) The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ - cum - RFP.
 - (vi) Applicants shall express the price of their services in Indian Rupees (INR) only.
34. 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.
35. The applicant shall bear all taxes, duties, fees, levies and other charges including service tax imposed under the Applicable Law as applicable on foreign and domestic inputs. The Applicant shall not be paid GST over and above the cost of Financial Proposal. 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

36. The Proposal shall be submitted through e-procurement portal (CPP Portal, URL mentioned in data sheet 1). The procedure for filing of e-tender is provided on the portal. The applicants are advised to familiarize themselves with the process in advance to avoid any inconvenience at a later stage. Files uploaded on the portal should have file name in accordance to following format [form_name.applicant_name]. Applicant name should contain only first two words of its name.
37. The Authorized Representative of the Applicant should authenticate EMD Details, Pre-Qualification, Technical and Financial proposal using his digital signatures.
38. Authorized Representative's authorization should be confirmed by a resolution/power of attorney by the Board/competent authority accompanying the Proposal (Pre - Qualification Proposal).
39. 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.
40. 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.
41. Documents to be submitted / uploaded in Technical Proposal are given in Data Sheet 3.
42. After the deadline for submission of proposals the EMD and (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.

43. Preparation and submission of Financial Bids-
 - (i) Schedule of price bid in the form of BoQ_XXXXX.xls
 - (ii) 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.
 - (iii) Quoted rates must be inclusive of GST, all taxes and duties applicable, and any other charges (if any).
 - (iv) However, all applicable deductions on account of taxes and duties etc., shall be made by DDA.
 - (v) The Form for submission of Financial Bid is Form N and Breakup of Cost is to be provided in Form O.
44. 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.
45. 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.
46. Modification and Withdrawal of Bids: No bid ~~may~~ 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 entire amount of Earnest Money would liable to be forfeited.

Proposal Evaluation

47. 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.
48. 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.
49. 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

- (i) The Pre-Qualification 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.

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.

50. 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.
51. **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.
52. **Technical Evaluation:**
- (i) The evaluation committee appointed by the DDA will carry out the evaluation of Technical Proposals [Form G] based on the evaluation criteria and points system specified in **Data Sheet 3**.
 - (ii) Based on 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.
- (iii) 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.
 - (iv) 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.

53. **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.

Grant of Work Order

54. After selection, a Work Order will be issued, in duplicate, by the DDA to the Successful Applicant and the Successful Applicant shall, within seven days of the receipt of the work order sign and return the duplicate copy of the work order in acknowledgement thereof. In the event, the duplicate copy of the work order duly signed by the Successful Applicant is not received by the stipulated date, the DDA may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money 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.
55. Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event [Purchaser-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 [Purchaser DDA](#) shall invoke the PBG of the successful Bidder.
56. Once the quotation of the Tenderer is accepted and the acceptance is communicated to the Tenderer, the Tenderer shall present itself in the office of the DDA and shall execute an agreement within 7 days, as per Form Q (Draft of Agreement).
57. Performance Security:
- (i) 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 after adjusting the earnest money.
- (ii) 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 [Purchaser-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.
 - (iii) 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).
 - (iv) In the event the Successful Bidder is a joint venture consortium, the Performance Security shall be provided by Lead Bidder.
 - (v) Performance Bank Guarantee shall be in form of a Bank Guarantee substantially in the form annexed with the work order (Form P).
 - (vi) For the successful bidder, the Performance Security will be retained by DDA until the completion of the assignment by the Applicant and be released 60 (Sixty) Days after the completion of the assignment, or 5 (five) years from the date of signing of agreement, whichever is later.

58. 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.
59. 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

60. 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

61. 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 VC, DDA or Nodal Officer authorized by VC, DDA, for grant of extension of time.
62. The extension can be granted by the VC, DDA or Nodal Officer authorized by VC, DDA, in their absolute discretion and if the cause shown is genuine and sufficient.

Payment terms

63. 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

64. 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

65. 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, regarding the RFQ - cum - RFP, including consideration and evaluation of such Applicant's Proposal.
66. Without prejudice to the rights of the DDA under this Clause, hereinabove and the rights and remedies which the DDA may have under the WORK ORDER or the Agreement, if an Applicant or Agency, as the case may be, is found by the DDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the WORK ORDER or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFQ - cum - RFP issued by the DDA during a period of 2 (two) years from the date such Applicant or 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.
67. 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

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Selection Process

(ii) for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the DDA who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the DDA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process;

(iii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the work order or the Agreement, who at anytime has been or is a legal, financial or technical consultant/ adviser of the DDA in relation to any matter concerning the Project:

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

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

(d) undesirable practice means

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

(ii) having a Conflict of Interest;

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

Termination of Contract by DDA mutual agreement

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

Termination for Default

69. Default is said to have occurred

(a) If the selected Bidder fails to accept the Purchase-Work Orders

(b) If the selected Bidder fails to deliver any or all of the services within the time period(s) specified in the purchase-Work order or during any extension thereof granted by the Purchaser/DDA.

(c) If the selected Bidder fails to perform any other material obligation(s) under the contract

70. 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. [Purchaser-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. [In case of any Termination, the Purchaser shall be liable to pay the selected bidder for all the goods and services accepted till the effective date of termination.](#)
71. The Contract to be executed with the tenderer (selected agency) may be terminated by DDA for non-performance of any of the clauses of the contract and/or for violation for any terms and conditions of the contract by the tenderer, after serving a prior notice of one month on the registered address of the tenderer or through registered email address of the tenderer.
72. 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.

Penalties

73. The Bidder shall perform its obligations under the agreement entered with DDA, in a professional manner.
74. DDA may recover amount of penalty from any payment being released to the successful bidder, irrespective of the fact whether such payment is releasing to this contract or otherwise.
75. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the DDA must take corrective actions to ensure functionality of its property, the DDA reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
76. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the DDA reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non- performance.
77. 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)
 - 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 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 audited by the [Purchaser-DDA](#) or its appointed Consultant for accuracy and reliability.
- v) [Purchaser-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 [Purchaser-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, [Authority-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.

78. Under the Service Level Agreements (SLAs):

- (i) 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.
- (ii) 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.
- (iii) [Authority-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 [Authority-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.

- (iv) 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

79. 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 the conditions precedent set forth in the RFP-RFO tender, and
 - ii) the delay has not occurred as a result of breach of this Contract by the Authority DDA or due to Force Majeure,
- the Selected bidder shall pay to the ~~Authority DDA~~, damages in an amount calculated at the rate of 0.5% (zero point five per cent) of the Performance Bank Guarantee for each week (part of a week being treated as a full week) of delay, up to a maximum deduction of 10% (Ten percent) of the total contract price until the fulfilment of such conditions precedent.

Miscellaneous

80. The decision of the Vice Chairman (VC), DDA with respect to any of the matters pertaining to the RFP-RFO tender or the agreement or arising there from shall be final and binding and shall not be called in question in any proceedings or at any forum whatsoever.
81. 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 Purchaser DDA and Bidders are bound to respect the same.
82. 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.
83. The DDA, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (i) 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;
 - (ii) consult with any Applicant in order to receive clarification or further information;
 - (iii) retain any information and/or evidence submitted to the DDA by, on behalf of and/or in relation to any Applicant; and/or
 - (iv) reject any tender(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing stage.
84. 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.
85. 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 Agency 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.

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

86-87. Even the selected bidder shall not be entitled to any loss of profit or damages on any account, except for the actual loss, if any, which may cause due to any reason, which can be fully attributable to DDA and for which despite receiving a notice from the selected bidder, DDA has not taken remedial steps. The notice shall have to be served by the selected bidder immediately on coming to know of any breach or non-fulfillment of any obligation on the part of DDA. All such notice shall clearly state the amount of loss, reason of loss and the period therefor. Further, under all circumstances the amount of any such loss & damages, together shall not be more than 10% of the contact value.

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Important Note

87-88. 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.

88-89. 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.

89-90. 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.

90-91. 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

91-92. For any clarification regarding registration on CPP portal, contact on 24x7 Help Desk - Toll Free No. 1800 30702232 or send a mail over to – cphp-nic@nic.in.

92-93. 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.

93-94. Bidders registered in Contractor’s Registration Board (CRB) of DDA are required to pay the e-tendering annual charges as under:

S.No	Class of Contractor	Amount to be paid p.a.
1	Class-I	Rs. 20,000
2	Class-II	Rs. 16,000
3	Class-III	Rs. 14,000
4	Class-IV	Rs. 10,000
5	Class-V	Rs. 6,000

94-95. 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.

95-96. 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

- ~~96-97.~~ 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.
- ~~97-98.~~ Bidder should do the enrollment in the e-Procurement site using the [“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.
- ~~98-99.~~ Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
- ~~99-100.~~ 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.
- ~~400-101.~~ The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- ~~401-102.~~ 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.
- ~~402-103.~~ 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.
- ~~403-104.~~ 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.
- ~~404-105.~~ 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.
- ~~405-106.~~ Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- ~~406-107.~~ From my tender folder, he selects the tender to view all the details indicated.
- ~~407-108.~~ 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.
- ~~408-109.~~ Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in .PDF/.xls/.rar formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through .rar format and the same can be uploaded, if permitted. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- ~~409-110.~~ 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](#)

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by the DDA, the selected bidder should submit its bid at its own risk & cost and shall be estopped from making any claim on that account at any later stage. No such claim at any later stage shall be admitted.

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- ~~410.111.~~ 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.
- ~~414.112.~~ 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.
- ~~412.113.~~ While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- ~~413.114.~~ The bidder may select the payment option as offline to pay the EMD as applicable and enter details of the instruments.
- ~~414.115.~~ 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.
- ~~415.116.~~ The bidder must digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- ~~416.117.~~ The bidder must upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- ~~417.118.~~ If the price bid format is provided in a spread sheet 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.
- ~~418.119.~~ 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.
- ~~419.120.~~ 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 tender and will also act as an entry pass to participate in the bid opening date.
- ~~420.121.~~ 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.
- ~~421.122.~~ 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 viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- ~~422.123.~~ 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.

423.124. The confidentiality of the bids is maintained since the secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.

424.125. 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.

425.126. 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 cppp-nic@nic.in.

Applicable Law

426.127. The Tender and selection process shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

427.128. the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

Modifications in RFP

428.129. 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.

429.130. 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.

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SECTION 4 – DATA SHEETS

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Data Sheet	7	Service Level Agreement requirements
Data Sheet	8	Standards and Rules to be followed by the E-Auction Service Provider

DATA SHEET 1

1. Important Information / data

Section	Clause para /	Subject	Data
1	6	URL of DDA website	http://www.dda.org.in
1 2 3 4	6 1 36 85	URL of CPP Portal	http://www.eprocure.gov.in
2	1	Name of the work	Selection of Service Provider Agency for E-Auction Services in DDA
2	1	Name of the Client	Delhi Development Authority, Government of India
2	4	Expertise required from the Agency [condition can be met by any of the consortium partner]	<ol style="list-style-type: none"> 1. As System Integrator for providing solution for e-Auction, included but not limited to design and host fully secured Internet based web enabled interface in India for conducting e-Auction events. 2. As Infrastructure as a Service (IaaS) viz., Web portal, Hardware, Software, Connectivity, Training and other Services for managing and conducting the e-auction events; Secure infrastructure including firewall, intrusion detection, Prevention systems etc. 3. Having expertise on providing both e-Auction, Reverse auction & Forward Auction process.
2 3	6 45	Officer to whom Bid should be addressed / all correspondences should be made	Sh. Nitin Joshi, Dy Director (Systems), First Floor B Block, Delhi Development Authority Vikas Sadan, New Delhi 110007 Tel : 24661470 Email: ddsystems7ddsqueries@dda.org.in

			n
2	6	Officer to whom submissions / request for clarification may be addressed / sent	-same as above -
3	15	Address for Submission of original EMD (if mode of EMD is BG / DD)	-same as above-
3	9	Venue for opening of Bids	-same as above-
3	42	Venue of Pre-bid Conference	Conference Room, Ground Floor, B Block, Vikas Sadan, INA, New Delhi
3	17	Account details for RTGS	RTGS should be made in the account of Sr. A.O. Cash Main, D.D.A having account No. 1014042405 with Central Bank of India, Vikas Sadan, I.N.A. branch, New Delhi (IFSC Code CBIN0282695).
3	19	Amount of E-tender Annual Charges	The bidders who are not registered in DDA and wish to bid in DDA tenders are required to pay annual charge of e-tendering of INR 20,000.
3	19	Amount of EMD	INR 20,00,000/- (Rs Lakh only)
3	20(i)	BG / DD to be made in favour of	A.O. Cash Main, DDA, New Delhi, payable at New Delhi
3	20(i)	Exemption to MSME	There shall be no exemption to MSME in this project.
3	21	Bid validity period	180 days from date of opening of Prequalification bids
3	28	Minimum Qualifying Technical Score	Minimum Technical Score required for the Technical Bid to qualify is 75 Marks and 60% score in each category (A, B, C, and D of Data Sheet 3)
Data Sheet 2	2(7)	Minimum Average Annual Turnover required	INR 25 .00 Crore
Data Sheet 2	2(7)	Turnover requirement for three years for period ending	31.03.2019
Data Sheet 2	2(13)	Number of technically qualified manpower required	50

Data Sheet 2	2(16)	Projects, numbers and amounts required	<p>(a) One Project of Value >= INR 1600.0 Crore OR (b) Two Projects of Value each >= INR 1000 Crore OR (c) Three Projects of value each >= INR 600.0 Crore. OR (d) Five Projects of value each >= INR 400.0 Crore</p> <p>Definition: Project value = sum of reserve price of items put to auction-<u>(all events conducted under an auction).</u></p>
Data Sheet 5	21	Project Duration	5 years including O&M

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2. **Important Dates/ Tentative schedule for selection process:**

Release of this revised RFP (available on DDA website)	10.12.2018 .2019
Last date for submission of pre-bid queries / Request for Clarifications	16.12.2018 .2019 at 3:30 PM
Pre-bid Conference	18.12.2018 .2019 at 3:30 PM
Uploading of Response / Corrigendum to the RFP document	27.12.2018 .2019
Bid Submission Start date	10.01.2020 at 3:30 PM
Last Date for submission of bids (3 bids-pre-qualification, technical and commercial)	17.01.2020 by 3.30 PM
Opening of Pre-Qualification (PQ) Bid	20.01.2020 at 3.30 PM
Opening of Technical Bid and Financial Bid	Will be intimated later to shortlisted applicants

DATA SHEET 2

Prequalification Bid Information and Parameters

1. Eligibility Guidelines:

- (i) Offers are invited from reputed bidders for appointment of application services provider for e-auction services on rate contract basis.
- (ii) The proposal can be submitted by an individual organization or a Consortium.
 - (a) In case of Consortium, it shall have maximum of two members and one member will be its Prime Bidder / Lead Member (Prime Bidder) / Lead Partner (Prime Bidder)–
 - (b) The Prime Bidder is encouraged to partner with expert organizations / institutes that have expertise in individual components of the scope of work.
 - (c) However, every Member of the Consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project.
 - (d) In case of a Consortium, the same shall be formed under a duly stamped consortium agreement and signed by the authorized signatories of the respective companies.
 - (e) The single Vendor or its Consortium, if any, will be designated as 'Bidder' or 'Vendor' for the remainder of this document.
- (iii) The bidder can provide project citations/ certifications of their group companies as well, duly supported with documents line work orders/agreements/client certifications.
- (iv) The bidder should have the necessary legal registrations/ certifications/ clearances required for providing the services in scope of this RFP.
- (v) Bidder should meet the requirements of parameters mentioned in next para 2 below.

2. Pre-qualification parameters and Documents to be submitted in Prequalification bid

The Tenderers 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)	In case of Consortium, documentary proof and details of members	1. MOU/Agreement of Consortium on an appropriate Non-Judicial Stamp Paper, purchased by the Lead Partner/Member, between the Lead Partner/Member and his Consortium Member/Partner(s). 2. In the table on Form A, please provide details of each consortium partner clearly depicting the roles and Responsibilities of each member of Consortium",	
(3)	The Bidder must be a Company / entity registered under the Companies Act of India, 1956 / The Partnership Act 1932 / Limited Liability Partnership Act, 2008 and should have been in existence for at least five years as on 31 March 2019.	(1) Certificate of Incorporation (2) Any documentary proof indicating that the prime bidder is in the business of E-Auction Services	

(3A)	<p>The Prime Bidder must be a – (a) Public Sector undertaking, or (b) a Public Sector or Private Sector Bank registered with Reserve Bank of India, or (c) a fully owned subsidiary company of (a) or (b) above</p>	<p>(a) Shareholding pattern of PSU Company, showing 51% or more share is held by Central Government, or (b) Registration document of being PSU Bank or private sector Bank or (c) Shareholding pattern of subsidiary showing 51% or more share is held by a PSU company or a Public Sector Bank or a Private Sector Bank.</p>	
(4)	<p>The sole bidder / IT partner of the consortium should have valid (non-expired) ISO 9001: 27001 certification or equivalent in ICT related area as on date of submission of the bid.</p>	<p>Relevant Certificates with clearly mentioned details of expiry and organization name</p>	
(5)	<p>The Bidder (all members of consortium) should be registered with the Indian Service Tax department and carry a valid PAN. Also, they should be registered with relevant regulatory authorities.</p>	<p>Copy of PAN Goods and Service Tax (GST) Registration PF Registration ESI Registration in respect of each member of consortium.</p>	
(6)	<p>The bidder should have a presence in Delhi to qualify. This can be through any partner of consortium valid currently.</p>	<p>Any Address Proof or Self Declaration or to give an undertaking of opening a local service support Centre after Award of the Work/Contract in Form A.</p>	
(7)	<p>The Tenderer (Sole Bidder/ Prime Lead member of the consortium) should have annual turnover of more than such amount as mentioned in Data Sheet 1 from E-Auction Services for each of the last three Financial Years ending on such date as mentioned in data sheet 1.</p>	<p>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. 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. In case the bidder submits an un-audited financial result, a copy of the "Limited Review report" of financial results, prepared by the statutory auditor of the firm shall also be submitted.</p>	
(8)	<p>The Tenderer (Sole bidder / Prime Any member of the consortium) should be in the business of E-Auction Services for sale of Land and/ or immovable properties (of value more than 50 Crores) and should have executed / operationalized relevant projects in last 3 Years, as of Bid submission Date. Definition: value = reserve price of land/ immovable property put to auction.</p>	<p>(1) Details of ONE work in Form F (2) Work Orders confirming area and year of activity. (3) Work Completion certificate</p>	
(9)	<p>Net worth of Bidder Company (Sole bidder / all members of consortium) must be Positive in last three years (Fy. 2018-19, 2017-18 and 2016-17) as per the audited Balance Sheet. 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>	<p>Chartered Accountant Certificate as per Form C for each of the member of the consortium</p>	
(10)	<p>The bidder (Sole bidder / all members of consortium) should have operating profit in last three financial years i.e. (2016-17, 2017-18 & 2018-19).</p>	<p>Copies of the audited balance sheet and Profit/Loss statement of the firm to be provided for the last three financial years to be submitted. If Balance Sheet and Profit & Loss statements for FY2018-19 are not audited, CA certificate can be submitted)</p>	

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E-AUCTION PORTAL RFP

(11)	Bidder (Sole bidder / all members of consortium) and its back-end service providers should not be an entity which has been black-listed by India Government / any State Government / Local Body / any other government institution for any fraudulent activities as on the bid submission date	Declaration in Form A	
(12)	Authorization	The bidders should submit Board resolution (attested by statutory auditor / Company Secretary clearly mentioning the registration number) along with power of attorney (In case Power of Attorney is submitted in copy the same should be attested by the statutory auditor / Company Secretary clearly mentioning the registration number) for authorizing the signatory [Form D]	
(13)	Proof of depositing EMD and Tender Annual Charges of requisite amount	Copy of RTGS/ NEFT acknowledgement Or Copy of BG or DD [Form E]	
(14)	In case the bidder is claiming exemption of EMD / E-tender annual charges (see para 21 Section 3) being an MSME	A copy of the registration certificate under the MSME Act 2006 A self declaration indicating that the bidder is entitled for the exemption under the Government of India Policy. [Form A]	
(15)	The Tenderer (Sole Bidder / IT service providing consortium member) must have such number of minimum Technically Qualified (in E-Auction services related field) Human Resources, as on the date of Bid Submission, as mentioned in Data sheet 1.	Self declaration in this regard [Form A]	
(16)	The Tenderer (Sole Bidder/ Any member of the consortium) shall have experience of providing E-Auction Services (Reverse auction & Forward Auction) and should have executed / operationalized relevant projects (Related to E-Auction Services) in last 3 Years, as on Date of Bid Submission, Government (or its Autonomous/ PSU/Subordinate Organization/ Local Bodies etc.) or Large Corporations in India: Projects of numbers and amount mentioned in Data Sheet 1 (Specifically, each project should have components of E-Auction Portal services, Helpdesk and Application related training necessarily for this project).	Details of work executed [Form F] Copy of work orders and project completion certificates.	
(17)	The sole bidder/ Prime Bidder Any member of consortium should provide satisfactory performance certificates from minimum two Government (or its Autonomous/ PSU/Subordinate Organization/ Local Bodies etc.) currently utilizing e-Auction (e-Auction, Reverse auction & Forward Auction) Service platform.	Form F Reference should be submitted along with performance certificates.	
(18)	The e-Auction (Reverse auction & Forward Auction) solution proposed by the bidder and related system should conform to the requirements of the IT act 2000, amended IT act 2008	(Recent Copy of Certificate should be attached showing the validity period).	
(19)	The e-Auction (Reverse auction & Forward Auction) solution proposed by the bidder and related system should conform to the requirements of CVC guidelines, Central Govt. Guidelines, STQC Certified	(Bidder should give declaration to this effect & recent copy of STQC certification should be attached with Pre-qualification bid showing the validity period). STQC certificate should be on the name of the participating bidder.	

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 for Valuation	Max Marks	Supporting Documents (Forms to be used)	Ref.No./ page
A. Bidder's Profile (20)					
(1)	Average Annual turnover of [Sole Bidder / Lead member of consortium] from E-Auction Business in last 3 Financial Years (Turnover in Rs. Crores) on the date of bid submission.	<ol style="list-style-type: none"> 1. Greater than or equal to INR 30.00 Crores: 10 marks 2. Between INR 30.0 Crores and greater than or equal to INR 20.0 Crores: 8 marks 3. Between Rs. 20.0 Crores and greater than or equal to INR 10.0 Crores: 6 marks 4. Between INR. 10.0 Crores and INR 5.07-5 Crores: 4 marks 5. Between INR. 75.0-5 Crores and INR 2.05-0 Crores: 2 marks 6. Less than INR 25.0 Crores: 0 mark. 	10	Form C (Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor)	
(2)	Certification and Credentials Sole Bidder / IT Consortium Partner [Developer of E-Auction Platform] (valid on the date of submission of bid) ISO 9001: 2015 or latest; and SEI-CMMiL3 Certification or above	<p>ISO 9001:2015 & SEI-CMMiL5: 10 Marks</p> <p>ISO 9001:2015 & SEI-CMMiL3: 6 Marks</p> <p>Only ISO 9001:2015: 2 Mark</p>	10	Copy of CMMI Certificate Certifying agency should be in the approved list of agencies on CMMI website. (https://www.cmmiinstitute.com). CMMI Certificate should have Appraiser ID and Appraisal-ID.	
B. Relevant Strengths (25)					
(3)	Past Experience of the Bidder (of sole bidder / lead member of consortium) in Providing E-Auction Services completed and operational, during the last 5 years, as on Bid Submission date,	<p>"Maximum Five Projects (Maximum marks 10):"</p> <ol style="list-style-type: none"> 1. Projects undertaken in India, with project value \geq INR 500.0 Crore (each 	10	Form F Along with copy of work orders & work completion certificates	

	<p>for Government (or its Autonomous / PSU/Subordinate Organization/ Local Bodies), Large Corporates etc., in India, as on Bid Submission Date".</p> <p>Note: Large Corporation means organizations that have turnover 100 Crore per year or more.</p> <p>Definition: Project value = Sum of Reserve price of items put to e-auction.</p>	<p>project will carry 5 Marks)</p> <p>2. Projects undertaken in India, with project value \geq INR 300 Crore but $<$ INR 500.0 Crore (each project will carry 4 Marks)</p> <p>3. Projects undertaken in India, with project value \geq INR 200 Crores but $<$ INR 300 Crore (each project will carry 3 Mark).</p> <p>4. Projects undertaken in India, with project value \geq INR 100 Cr but $<$ INR 200 Cr (each project will carry 2 Mark).</p> <p>5. Projects undertaken in India, with project value \geq INR 50 Cr but $<$ INR 100 Cr (each project will carry 1 Mark).</p>			
(4)	<p>Government Experience Sole bidder (sole bidder / lead member of consortium) should have undertaken / executing relevant project in any one state/ central government agencies Government (or its Autonomous/ PSU/Subordinate Organization/ Local Bodies etc.) in India, as on bid submission date.</p> <p>(Project should be of e-Auction of immovable/ movable property (cumulatively) worth more than Rs 100 Crores)</p>	<p>"Maximum 1 project"</p> <p>1. Project related to E-Auction of Land– 10 Marks (prime / Non-prime land)</p> <p>2. Project related to E-Auction of Immovable properties (except land)– 6 Marks (Prime / non-prime property)</p> <p>3. Project related E-Auction of Other/ movable items – 4 marks (prime / non-prime item)</p>	10	Form F	Along with copy of work orders & work completion certificates
(5)	<p>Client Base (of sole bidder / lead member of consortium)</p> <p>Number of Entities/ Organizations to Whom e-auction services are provided (or being provided) by the Bidder in last three years as on bid submission date.</p>	<p>No of Client Organizations (N)–</p> <p>$N \geq 50$ – 5 marks $50 > N \geq 40$ – 4 marks $40 > N \geq 30$ – 3 marks $30 > N \geq 20$ – 2 marks $20 > N \geq 10$ – 1 mark</p>	5	Form H	
C. Solution Proposed, Approach and Methodology (45)					
(6)	<p>Demonstration of understanding of the Department's requirements</p>	<p>Qualitative assessment based on Demonstration of understanding of the Department's requirements through providing:</p> <p>1. SWOT Analysis of DDA's proposal / scope of work (1 marks)</p> <p>2. Issues and Challenges likely to be faced in implementation of project (1 marks)</p> <p>3. Mitigation strategies (1</p>	5	Form I	A Note to be attached covering points for evaluation

		marks) 4. Understanding of Stakeholders' expectations (1 marks) 5. New ideas for modification to scope of work (1 Marks)			
(7)	Functional Specifications of Solution (Details of Requirements on which assessment shall be made may be seen in Form J)	Qualitative assessment of Solution meeting the Functional requirement of DDA	10	Please provide Compliance to DDA Requirements in Form J	
(8)	Security Considerations (Details of Requirements on which assessment shall be made may be seen in Form K)	Qualitative assessment of Solution meeting the Security requirement of DDA	10	Please provide Compliance to DDA Requirements in Form K	
(9)	Policy for Transmission and Storage of data (Details of Requirements on which assessment shall be made may be seen in Form L)	Qualitative assessment of Solution meeting the Policy of DDA	10	Please provide Compliance to DDA Requirements in Form L	
(10)	Demonstration of e-Auction Engine	The Bidder will be expected to provide a demonstration / simulation of e-auction software in DDA's Laboratory, and also show MIS reports of the dummy auction. The Tender Evaluation Committee shall make a qualitative assessment of the Look & Feel, User's experience, alert generation, exception handling and MIS reports etc.	10	Please provide a brief Note on how simulation would be shown / operated in DDA's laboratory.	
D. Resource Profile - Lead Resources (10) / Application development Manpower					
(10)	Project Manager/ Team Leader	Evaluation Methodology of CV, CV: 4 Marks a. Qualification: 1 mark b. Adequacy for Assignment: 1 mark c. Relevant Experience: 1 mark d. Past experience of similar project: 1 mark	4	CV of concerned Lead resource in (Form M)	
(11)	Database Management Expert	CV: 3 Marks a. Qualification: 1 mark b. Adequacy for Assignment: 1 mark c. Relevant Experience: 1 mark	3	CV of concerned Lead resource (Form M)	
(12)	Data Security Expert	CV: 3 Marks d. Qualification: 1 mark e. Adequacy for Assignment: 1 mark f. Relevant Experience: 1 mark	3	CV of concerned Lead resource (Form M)	

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

S.No.	Role	Education	Skills & Experience
1.	Project Manager	B. E/B. Tech./M. Sc/ M. Tech/ M.E./M.S./MCA	At least 8 years' experience including at least 5 years of experience in IT system development. He/ She should have at least 3 years of experience in IT system development in government/public sector preferably in Single Window System design or e-governance. Experience in at least 2 similar assignments is desirable.
2.	Database Management Expert	B. E/B. Tech./M. Sc/ M. Tech/ M.E./M.S. in Computer Science / IT / ECE, or MCA	Minimum 5 years' Experience in <ul style="list-style-type: none"> • Database management systems • Development of MIS Experience in at least 2 similar assignments is desirable
3.	Data Security Expert	B. E/B. Tech./M. Sc/ MTech/ M.E./M.S. in Computer Science / IT / ECE, or MCA	Minimum 5 years' Experience in <ul style="list-style-type: none"> • IT Security systems • Design of secure access systems • IT laws and e-documentation Experience in at least 2 similar assignments is desirable

DATA SHEET 4

Procedure of E-Auction in Land Disposal Department

Land Disposal (LD) Department processes of E-Auctioning of its properties such as commercial, residential, industrial, institutional, built up shops & kiosks etc. The procedure of E-Auction of the properties of LD Department are as follows: -

1. LD Department gets the list of vacant plots from the concerned engineering zones which has further been forwarded to the concerned branch of LD Department for getting clearance whether this vacant property is already allotted or not.
2. Each branch has forwarded this list after checking it from the property register and send the list to the planning and Land Management (LM) Department for their clearance.
3. After getting the clearance reserve price of the properties fixed through a committee under the Chairmanship of Commissioner (LD).
4. File will be put up to VC, DDA for approval of date, property numbers of each category and for advertisement in leading Newspapers.
5. Advertisement will be placed in the leading Newspapers and other media can also be adopted.
6. On the prescribed date, registration will be open, and 15 to 20 days will be given for the same.
7. After a gap of two days, live bidding will be started of different properties.
- ~~8.~~ After closing the live bidding, refund to unsuccessful bidder ~~will be made within one day. Refund to unsuccessful bidder~~ will be released by DDA within stipulated time (i.e. one day)one day. ASP will need to develop a feature through which DDA will be able to generate EMD refund instruction to the Respective banks upon closure of e-Auction.
- ~~10.8.~~ ASP will ensure proper accounting / reconciliation of such refunds of EMD made.
- ~~11.9.~~ After the end of bidding process agency must submit the list of H1 bidder to the concerned branch. The branch has to calculate the threshold value & forward these cases to the committee constituted for this purpose, as the case may be put up for approval of competent authority through Finance Department.
- ~~12.10.~~ After getting the approval from VC, DDA LOI will be issued for payment of 25% of the bid amount within 7 days from the date of issue of LOI.
- ~~13.11.~~ Agency will provide the remittance report (in enclosed format) to the concerned branch (DDA's Concerned Section) and the branch will forward these cases to the system department for issue of Demand-cum-allotment letter to the successful bidder for payment of balance 75% of the bid amount within 90 days from

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the date of issue of demand-cum-allotment letter. Payment of EMD / other charges is by online mode only.

Sl No.	Sub Item Number	Name of Work	Auction Ended Date	Vendor Name	Reserve Price	HT Bid	Address	Transacted 1st Stage Auction EMD Amount In Rs.	Payout UTR No	Payout Date	Transacted 2nd Stage Auction EMD Amount In Rs.	Payout UTR No	Payout Date

(Remittance Report Format)

It is confirmed that the online mode of payments shall be made available to the Bidders for remitting rest of auction money, and Details on Account Number, Beneficiary Name and IFSC) for online remittances shall be provided to the selected Bidder.

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- 14.12. After receipt/verified of 100% payment of the property concerned branch will issue possession letter to the successful bidder.
- 15.13. The possession will be handed over by the concerned division to the successful bidder and the copy of same will be send to the concerned branch along with layout plan of the plot/property.
- 16.14. Concerned branch will process the case for issue of Conveyance Deed (CD) paper and execution of CD.

Definition of Key Terms

- 17.15. Auction: Auction refers to a forum where the description for one or more of an item/ lot is stated and the participants (bidders) are required to bid their best prize against any/all item/lots.
- 18.16. Online auctions: Online auctions refer to auctions that are conducted through the Internet with the bidders (from one or more locations) simultaneously bidding for procuring the item/s on an auction. In other words, the venue for the auction is on an Internet website/platform. Typically, the Service Provider's website would constitute the venue for the purpose of the online auction.
- 19.17. Award of the Auction: Normally, the bidder who quotes the Highest price is awarded the auctioned item.
- 20.18. Bidder: A Bidder (in an e-auction process) is an individual/business entity participating in the auction, intending to buy the item/s from the Client. To become a bidder for an auction, a business entity must secure client's approval for participation and provide written assent to the General Rules and Regulations.
- 21.19. Start Bid Price (SBP): SBP sets the starting price of auction for the item to be auctioned. SBP in any case should not be treated as the price at which the Client will decide to sell the lot.
- 22.20. Auction Engine: Auction Engine refers to the software that encapsulates the entire auction environment, processing logic and information flows. Service

Provider is the sole owner of the auction engine and retains exclusive right over the utilization of the same.

~~23-21.~~ 23-21. Timings of the Online Bid: All the timings of the online bid shall be based on the time indicated by the server hosting the auction engine. It shall be the endeavor of the Service Provider to ensure that the server time reflects as closely as possible to the Indian Standard Time (IST), i.e. GMT + 0530 hrs. However, in the event of any deviation between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (launch, operation, and closure) shall be guided by the server time. Auctioneer as well as bidders can check the server time on the dashboard in HH:MM time format at frequent intervals to keep track of the auction closing time.

~~24-22.~~ 24-22. Preview Time: Preview Time refers to the period that is provided prior to the commencement of bidding. This is to facilitate eligible participants to view the auction details such as, item specifications, bidding details and bidding rules. The purpose is also to familiarize participants with the functionality and user screens of the auction mechanism.

~~25-23.~~ 25-23. Start Time: Start time refers to the time of commencement of the online auction. It signals the commencement of the price discovery process through competitive bidding.

~~26-24.~~ 26-24. Duration of the Auction: It refers to the tentative length of time the price discovery process is allowed to continue by accepting bids from competing bidders. The duration of the auction would normally be for a pre-specified period. However, the bidding rules may state the conditions when the pre-specified duration may be extended. Automatic extension is allowed in the event of bids being entered towards the end of the scheduled duration to facilitate the other bidders to view and react to the bid.

~~27-25.~~ 27-25. Auto Extension of the Auction timings: In the event of bids being submitted during the last few minutes of the scheduled bid time, the bid timings are automatically extended for a specified period from each of such bid. Such auto extensions shall continue until no bids are placed for the specified period (The auction engine remains inactive for the specified period). Auto extensions can continue for a few minutes or even seconds in some cases. The inactivity time for auto extension purpose is normally decided by the purchaser and the same is mentioned in the sale notice. The service provider, however, retains the right to change the same.

~~28-26.~~ 28-26. End of Auction: End of the auction refers to signaling an end to the price discovery process once the scheduled auction closing time, as declared in the auction notice, is over.

~~29-27.~~ 29-27. Auction Report: Service Provider provides the auction reports to the client containing summary of the auction proceedings and outcome. The auction reports would constitute the official communication from Service Provider to the client about the outcome of the auction.

Conduct of the E-Auction

~~30-28.~~ 30-28. Only those bidders who are approved by the Client can access the auction documents online.

31-29. Approved bidders can view the “General Rules and Regulations governing conduct of online auction” along with the Letter of Interest, required EMD amount and other necessary documents that needs to be submitted to the Client/Service Provider prior to the start of the online auction.

32-30. The bidders are provided with a Login ID and Password generated on successful completion of online registration procedure, to enable them to view and participate in online auctions. Bidder Registration shall be done by Bidders themselves.

33-31. The e-Auction shall be conducted on a pre-specified date. The key terms pertaining to the conduct of e-Auction such as “Start Time”, “Duration”, “End Time” and “Auto Extension Facility” shall be specified separately in the e-Auction document for each e- Auction.

34-32. Service provider retains the right to cancel or reschedule an e-Auction, with the approval of a Competent Authority from the Client’s side, on owing to any of the following reasons:

- The number of confirmed bidders is deemed insufficient to conduct the e- Auction.
- There are no bids that are above the Start Bid Price.
- Any other reasons that in the opinion of Service Provider / Client requires such action to be initiated.
- The duration of e-Auction may also vary from the pre-specified period either on account of termination of the e-Auction by Service Provider on the advice of the Client
- OR- In case of situations where it is felt that continuance of the e-Auction proceedings is prejudicial to the smooth conduct and/or the integrity of the e- Auction process

35-33. The General Rules and Regulations provided govern the conduct of online Reverse auctions arranged by Service provider on their auction platform. These rules cover the roles and responsibilities of the parties to online reverse auctions on the auction platform. Acceptance in toto to these General Rules and Regulations governing the conduct of online auctions, and Terms and Conditions for Purchase of Assets by auction, as published by the client, is a prerequisite for securing participation in the online auctions.

36-34. E-Auction Process steps -

- a) Setup of parameters of the bidding process, including Amount of EMD, Date of Submission of EMD, starting bid price, decrement amount, bidding start time, closing time, extended time and number of extensions.
- b) Supports rank bidding wherein bidders bid for rank position among the participating bidders
- c) Supports value bidding process wherein bidders bid in value/figures for the H1 position as applicable
- d) Allows preparation of e-Auction catalogue with items and schedule
- e) Provision for selection/prequalification of Bidders for participating in e-Auction
- f) Receipt of EMD through e-Payment & dynamic bid submission. Only on-line (RTGS/ NEFT/ NET-BANKING / Credit Card / Debit Card etc.) mode to be allowed.
- g) Support for Bidder aliases during auctioning
- h) Maintain the confidentiality of the set reserve price and best bid price
- i) Scope for award for the best bidder

37.35. ROLE OF "BIDDER": The role of the bidder is outlined below:

- a) The bidder would participate in the auction with the aim of bidding to secure the auctioned item
- b) The bidder would be provided access to the Auction through a "User ID" protected by a "Password", which is generated online by the e-Auction engine. The bidder needs to ensure that the "User ID" and "Password" are not revealed to unauthorized persons.
- c) Bidders are also requested to modify the password provided to them by the e-Auction engine to keep their confidentiality. However, it would be the bidder's sole responsibility to ensure the security and privacy of the same and they would not hold the Client/Service Provider responsible, in any manner, whatsoever, for any misuse of their user IDs and Password.
- d) Access to the e-Auction mechanism shall be provided to all the approved bidders subsequent to obtaining their written consent to the General Rules & Regulations and the Letter of Intent.
- e) Payment of Earnest Money Deposit (EMD) as mentioned in the e-Sale document is to be made by the bidder well within the scheduled time to participate in the e-Auction
- f) The bidders shall bid on the terms specified by the client and place their bid in the auction engine in the manner specified by Service Provider. The bidders shall not stipulate any conditions on their own unless the terms of the client (the client's terms & conditions) expressly permit such conditions being stipulated by the bidder. Bids entered with conditions attached shall be considered Conditional bids & Client retains the right to reject these bids even without intimating the client.

Bidding Rules

38.36. The Bidding Rules refer to the information and terms defined specifically for a particular auction. The purpose of the Bidding rules is to provide eligible bidders with the information and terms specific to the auction in which they are bidding.

39.37. The Bidding Rules would include:

- a. Any extension of the duration of the e-Auction in the event of online bids being received towards the end of the pre-specified duration – the pre-specified time shall be mentioned in the e-Auction Sale Notice.
- b. Start Bid Price (SBP) – The SBP is the minimum price, which will be indicated on the e-Auction screen during the starting of the online bidding. In case of Forward Auctions, no bid lower than & equal to this shall be accepted by the system.
- c. Specified Unit for Bidding – the unit for online bidding shall be indicated in the e- Auction screen during the commencement of the online bidding as mentioned in the e- Auction Sale Notice.

40.38. While it shall be the endeavor of Service Provider to specify these rules at the earliest for each online auction, the Service Provider shall retain the right to delay the announcement of these bidding rules or modify rules specified earlier at the

time of the online bidding. These details would be available to the bidders on the e-Auction Engine at the time of bidding.

41.39. Participators in the e-Auction process are presumed to have complete awareness and understanding of the bidding rules

Size and Volume of e-Auction

42.40. The Number of land e-auctions conducted in 2019 by DDA are as follows-

Month	No of Plots / Shops put to auction	Total No of Plots for which bids received	Total value of property put to auction
Jan 2019	509	229	3645 Cr
March 2019	420	132	102 Cr
April 2019	929	485	6455 Cr
June 2019	351	127	198 Cr
July 2019	621		397 Cr

Sample Bidding Rules

43.41. A Sample Terms & Conditions / Bidding Rules for E-Auction normally floated by DDA is as below. There may be specific modifications depending on the type of property and mode of disposal.

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DELHI DEVELOPMENT AUTHORITY

SAMPLE BIDDING RULES FOR E-AUCTION

OF

<Type of properties>

<Year>

Complete e-auction documents are available on e-auction website () and DDA Website www.dda.org.in. Corrigendum, if any, shall only be available on above websites).

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DISCLAIMER

The information contained in this e-auction document or subsequently provided to Applicant(s), whether verbally or in documentary or any other form, by or on behalf of Delhi Development Authority (DDA in short) or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this e-auction document and such other terms and conditions subject to which such information is provided.

This e-auction document is not an agreement and is neither an offer nor invitation by DDA to the prospective Applicants or any other person. The purpose of this e-auction document is to provide interested parties with information that may be useful to them in the formulation of their application for expressing their interest pursuant to this e-auction (the "Application"). This e-auction document includes statements, which reflect various assumptions and assessments arrived at by DDA in relation to the Auction. Such assumptions, assessments and statements do not purport to contain all the information that each applicant may require. This e-auction document may not be appropriate for all persons, and it is not possible for DDA, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this e-auction document. The assumptions, assessments, statements and information contained in this e-auction document may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this e-auction document and obtain independent advice from appropriate sources.

Information provided in this e-auction document to the Applicant(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive 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 law expressed herein.

DDA, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this e-auction document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-auction document and any assessment, assumption, statement

or information contained therein or deemed to form part of this e-auction document.

DDA also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this e-auction document. DDA may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this e-auction document.

GENERAL INSTRUCTIONS TO BIDDERS/PROSPECTIVE BIDDERS

1. Delhi Development Authority (DDA) invites e-Auction for the of sale of <Details of properties> as per details described at ANNEXURE: I under the Delhi Development Authority (Disposal of Developed Nazul Land) Rules, 1981, on 'as is where is basis' as per the Terms and conditions described in the Auction Document. It will be presumed that the bidder has visited the site and satisfied himself/herself with the prevalent site conditions in all respects including status and infrastructural facilities available, etc. before participating in the e-Auction and submitting the bid.

1.1 Only registered bidders, who are eligible and have paid EMD online, will be able to participate in this e-auction.

1.2 **Format and Signing of Proposal:** Bidders would provide all the information as per this E-Auction Document and in the specified formats. DDA reserves the right to reject any proposal for bid that is not in the specified formats.

1.3 **Proposal Preparation Cost:** The Bidder shall be responsible for all the costs associated with the preparation of his Proposal for bid and participation in the bidding process. DDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding.

1.4 **Language and Currency:** The Proposal for bid and all related correspondence and documents shall be written in the English language. The currency for the purpose of the Proposal shall be the Indian Rupee (INR).

1.5 **Cost of E-Auction Document:** The bidders have to download e-Auction Documents from DDA website www.dda.org.in or e-auction website <> free of cost.

1.6 **Clarifications:** To assist in the process of evaluation of Proposals for bids, DDA may, at its sole discretion, ask any Bidder for clarification on its Proposal. The request for clarification and the response shall be in writing or by facsimile. No change in the substance of the Proposal of bids would be permitted by way of

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such clarifications.

1.7 Amendment of E-Auction Document: At any time prior to the Proposal of bid Due Date, DDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the E-Auction Document. Any modification thus issued will be informed to all the prospective bidders by notifying on DDA website as well as e-auction website. Such modification will be binding upon all bidders participating in E-Auction process.

1.8 Confidentiality: Information relating to the e-auction process shall not be disclosed to any person not officially concerned with the process. DDA will treat all information submitted as part of Proposal in confidence and will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.

1.9 DDA's Right to Accept or Reject Proposal: DDA reserves the right to accept or reject any or all of the Proposals/e-bids without assigning any reason whatsoever and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to confirmation of bid, without liability or any obligation for such acceptance, rejection or annulment.

1.10 Force Majeure: The bidders shall not be responsible for failure or delay in performing their obligations under presents due to force majeure, which shall include natural calamities including epidemic, lightning, earthquake, flood, storm, or other unusual or extreme adverse weather or environmental conditions. If the circumstances leading to force majeure occur, the affected party shall give notice thereof to the other party i.e. DDA. The notice shall include full particulars of the nature of Force Majeure event, the effect it is likely to have on the Affected Party's performance of its obligations and the measures which the Affected Party is taking, or proposes to take, to alleviate the impact of the Force Majeure Event and restore the performance of its obligations. The obligations of the Affected Party shall be suspended to the extent they are affected by the Force Majeure.

1.11 Disputes: In case of disputes, only Local Courts in Delhi shall have jurisdiction. The Parties shall endeavor to settle by mutual conciliation any claim, dispute, or controversy ("Dispute") arising out of, or in relation to this Auction. Any Dispute ~~left unsolved shall be referred to the sole arbitration of the person so appointed by the Vice-Chairman, DDA and shall be~~ ~~finally~~ settled in accordance with the Arbitration and Conciliation Act, 1996. Such arbitration proceedings shall be conducted in Delhi. The arbitration proceedings shall be conducted in the English language. However, all the

disputes/issues/claims for which the decision of the Vice-Chairman, DDA has been made final, shall not be in the jurisdiction & scope of arbitration;

CHAPTER – I E-AUCTION DETAILS FOR PRESENT AUCTION

2.1 Eligibility:

- i) Any person, who has attained the age of majority, a group of persons, Firm, Company, Proprietary Firm, Partnership Firm, Joint Venture, or Consortium, or Registered Co-operative Society may participate in the e-auction and submit bid for the allotment of the residential plots on free hold rights basis. No Bid shall be accepted if given in the name or on behalf of a proposed company.
- ii) The bidder must be a Citizen of India and he/she should be competent to enter into a contract.
- iii) No change in name of the bidder will be allowed under any circumstances.
- iv) NRIs and PIOs may also participate in the e-auction programme as per the Notification No. FEIA/212000/RB dated 03.05.2000 issued by RBI. FDI upto 100% is permitted on automatic route in the Residential sector and subject to other rules and regulations framed in this behalf.

2.2 Earnest Money Deposit: To be able to participate in e-auction, the prescribed EMD amounting to 25% of the bid premium is to be submitted in two stages as follows:

- a) 5% of the Reserve price at first stage by all Bidders i.e. before participation in the e-auction programme.
- b) 20% of the Bid premium and difference of 5% reserve price at second stage by successful bidder (H-1 Bidder) within seven days from the issue of LOI after acceptance of their bid by the competent authority.
- c) If the successful bidder fails to deposit balance 20 % EMD (second stage) in 7 Day's period then EMD of 5% Submitted at the time of Participation would be forfeited.
- d) The EMD shall be payable on-line through NEFT/RTGS/E-PAYMENT on DDA's e-auction portal i.e. [☞](#). Detailed instructions to guide the bidder through the e-Payment steps are available on the said portal/website.
- e) No offer/bid shall be accepted without successful payment of Earnest Money Deposit.
- f) The Earnest Money Deposit will be adjusted in the payment against the premium of bid

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Payable to the Authority by the successful Bidder (H-1 Bidder).

g) *The Earnest Money Deposit paid by the bidders, whose offers have not been accepted shall be returned to them without any interest. The same shall be refunded electronically in their Bank account of the unsuccessful bidders within 15 days of the completion of auction process. The advance deposit shall not be adjusted against any other scheme.*

g) *Only the Bidders making payments of first stage EMD, will be allowed to participate in the e-Auction process.*

2.3 Submission of the Bid:

2.3.1. *The intending bidders can register/Participate in the bidding process once they get themselves registered on the e-auction portal i.e. <> .*

2.3.2. *For participation in this process, the intending Bidders are required to submit/ pay EMD amounting to 5% of the reserved price, as detailed in clause 2.2 above. All payments are required to be made online.*

2.3.3 *The corner charges will be applicable as per policy.*

2.3.4 *Bid received by Post /Courier shall not be entertained.*

2.3.5 *Documents to be uploaded online along with Application Form:*

i) *Scanned copy of Affidavit (format as per Annexure: II)*

ii) *Letter of Intent and Application (format as per Annexure: III)*

iii) *Application form (Annexure: IV)*

iv) *Copy of PAN Card.*

2.3.6 *Request form of each plot is to be submitted separately with separate EMDs.*

2.3.7 Opening of Bids (Start date of online bidding)

The e-auction will start from 25.07.2019 10:00 Hrs. onwards.

2.4 Evaluation of Bid

2.4.1 *The accepting officer, subject to confirmation of the VC, DDA, normally accept the highest Bid for a plot, provided that it is above the reserve price and found to be competitive enough to reflect the market value of the plot auctioned for.*

2.4.2 *The confirmation of the highest Bid shall be in the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm the highest bid and reserve to himself the right to reject all or any of the bid without assigning any reasons. Any Bid not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.*

2.4.3 *After the bids are confirmed/accepted by the Competent Authority, a communication shall be sent to the successful bidder and the second stage EMD (20% of the premium offered) to be submitted within 7 days from the Date of issue of LOI online payment. In case the second stage EMD is not submitted within the stipulated period, the first stage EMD (5% of the reserve price) submitted along*

the Bid shall be forfeited.

2.4.4 *After deposit of second stage EMD, the DDA shall issue a Demand- cum- Allotment Letter for the plot to the bidder whose bid has been accepted through registered post calling upon him to remit the balance 75% amount/premium of the bid offered within 90 (ninety) days of issue of this Letter.*

2.4.5 *In case the payment of balance premium is not received within the stipulated period as indicated above and in the Demand-cum-Allotment Letter, the bid shall automatically stand cancelled and the entire EMD (25% of premium offered) shall stand forfeited without any notice. In that eventuality, DDA shall at liberty to re-auction the plot.*

2.4.6 *The VC or the Accepting Officer shall within 15 days of the date of completion of e-auction process, communicates to all other bidders, non-acceptance of their bids and return the earnest money received from them without any interest.*

2.4.7 *The bidder after submission of Bid shall not be permitted to withdraw, surrender or modify his bid on any ground whatsoever. If he withdraws or surrenders the Bid, the entire amount of earnest money shall be forfeited which shall be without prejudice to other rights or remedies available to DDA.*

2.5 Validity of Offer

The Bidders shall keep their offer valid for acceptance by the Competent Authority for a period of 180 days. If the bidder withdraws his offer within the period of 180 days, earnest money deposit paid by him shall be forfeited without any show cause notice. Demand-cum-Allotment letter will be valid for 180 days only from the date of issue and it will have ceased to be effective thereafter.

2.6 Right to reject bid

i) *Delhi Development Authority reserves the right to reject any/all bids without assigning any reason.*

ii) *The confirmation of the highest bid shall be at the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm the highest bid and reserves to himself the right to reject all or any of the bids without assigning any reason.*

iii) *The EMD paid by the bidders, whose bids are not accepted by the Competent Authority, shall be returned to them without any interest. The same shall be refunded electronically in their Bank account of the unsuccessful bidders within 15 days of the completion of auction process. The advance deposit shall not be adjusted against any other scheme.*

TERMS AND CONDITIONS OF E-AUCTION FOR ALLOTMENT OF <>, ON

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<LEASE HOLD /FREE HOLD> BASIS UNDER THE DELHI DEVELOPMENT AUTHORITY (MANAGEMENT DISPOSAL OF HOUSING ESTATE) REGULATIONS, 1968.

1. Allotment

1. Any person/company/partnership firm etc. except a minor may bid for the allotment of <details of properties>.
2. No change in name of the bidder will be allowed under any circumstances.
3. The bidder shall be required to submit 25% of the Reserve Price as Earnest Money per Unit in the form of online payment on the e-auctioning portal at the time of request. Separate Bid has to be quoted for each site and separate Earnest Money has to be submitted for each site.
4. Please note that the difference amount of quoted price (H1 Bid) and Reserve Price as EMD i.e. (25% of the Quoted Price-25% of the Reserve Price) will have to be deposited by the successful Bidder within 7 days from the Date of issue of LOI through online payment on the e-auctioning portal, failing which the EMD will be forfeited and the work awarded will be cancelled.

2. E-auctioning & Submission of Documents.

1. The officer conducting the e-auctions/Director (CE) may without assigning any reasons may withdraw all or any of the shop/kiosk/office/Thadas from the bid at any stage i.e. before handing over possession of the unit. The bid shall be for the office/built-up units, being sold on 'as is where is basis'. It is presumed that the bidder has inspected the property before giving his bid. However, if there is any increase/decrease of the actual area of the unit, the bidder will be liable to pay pro rata additional premium in case of increase in area and in case of decrease in the area, refund will be made by DDA on pro rata basis.
2. The person after submission of bid shall not be permitted to withdraw, surrender or modify his bid on any ground whatsoever. If he withdraws or surrenders the bid, the entire amount of earnest money shall be forfeited absolutely. This shall be without prejudice to other rights or remedies that may be available to DDA.
3. In case of married person, the bid can be accepted in the joint name of husband and wife also.
4. The Officer conducting the e-auctions/Director (CE) shall normally

accept the highest bid subject to confirmation by the competent authority provided the highest bid is above the reserve price and is accompanied by the payment of 25% of Reserve Price as Earnest Money in favor of DDA.

5. The officer conducting the e-auctions/Director (CE) may for reasons to be recorded in writing recommend to the competent authority for the rejection of any bid including the highest bid.
6. The confirmation of the highest bid shall be the sole discretion of the Competent Authority who does not bind himself to confirm the highest bid and reserves to himself the right to reject all or any of the bids without assigning any reason even if the highest bid is above the reserve price.
7. If the bid is not accepted the Earnest Money will be refunded to the bidder without any interest.
8. The demand-cum-allotment letter would be sent to the successful bidder immediately after the bid is accepted by the competent authority. The highest bidder shall make payment of balance 75% of the amount demanded vide demand cum allotment letter referred to above within 90 days from the date of issue of demand letter by Bank Draft/Pay Order/NEFT/RTGS payable at Vikas Sadan, INA, New Delhi branches of Central Bank of India/State Bank of India shall submit a copy of the bank challan to Dy. Director (CE). The Competent Authority may, in his absolute discretion, extend the last date of payment up to a maximum period of 180 days beyond the last date for payment with reference to the date of issue of demand letter subject to payment of interest on the balance amount at rate of 18% per annum where the delay does not exceed by 90 days and at the rate of 25% per annum where the delay exceeds 90 days provided that bidder/auctioneer has applied to the Competent Authority for grant of extension of payment within 20 days from the date of issue of the demand letter.
9. Four copies of proposed conveyance deed will be supplied to the successful bidder along with the demand letter as described above. The Earnest Money shall stand forfeited and the bidder shall not be liable to any compensation whatsoever if the allottee fails to submit conveyance deed within a period of 3 months from the date of issue of the conveyance deed from the office of Deputy Director (CE). It shall be the sole responsibility of the bidder to submit stamped C.D. papers duly stamped before issue of the possession letter to him. The possession

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letter will be issued only after submission of the same to the Deputy Director (CE). After taking possession, the successful bidder is required to intimate the date of taking over the physical possession to execute the conveyance deed before the Asstt. Director (CE). In case the execution of conveyance deed is not completed within a period of 3 months from the date of issue of the possession letter from the office of Dy. Director (CE), on account of any lapse on the part of the bidder it will amount to violation of terms and conditions and action including cancellation of unit will be taken.

10. In case the highest bidder fails to pay balance 75% of amount of the bid amount within 90 days from the date of issue of demand letter or within such extended period if any granted by Competent Authority on his written application, the bids shall stand cancelled and the earnest money forfeited. In that eventuality the Competent Authority shall be competent to re-bid the shop.
11. Within 10 days from the date of making the payment indicated in clause 2(8) above the highest bidder shall appear before the Dy. Director (CE) in his office in person or through authorized representative along with terms and conditions of bid duly typed on a non-judicial stamp paper worth Rs 10/- signed by bidder and duly attested by the notary public. Specimen signature of individual or combined as case may be duly attested by notary public/gazatted officer and 4 passport size joint photo one of which should be attested by gazetted officer and conveyance deed paper duly stamped by collector of stamps and any other documents indicated in the demand letter. On submission of the above documents, the possession letter will be issued same day and the same can also be collected in person by Bidder on the same day. The possession letter so issued shall carry the date by which the physical possession of the unit will be handed over to the bidder at site. For non-production of proof of the payment of balance 75% of premium in time as stipulated above clause 2(vii) the bid is liable to be cancelled and the earnest money shall be forfeited.
12. The successful bidder/allottee who does not appear before the Deputy/Director (CE) as per clause (xi) above and does not take the possession of the property as per the date and time indicated in the possession letter shall be charged the following penalties: -

For shops/Offices	Rs. <>/- p.m.
For stall/kiosk/Thadas	Rs. <>/- p.m.

...

13. In case shop already stand allotted to someone earlier, the bidder will be accommodated by offering another shop in the same locality/area, if available failing which the amount deposited by the bidder will be refunded and no request to make another allotment of shop will be considered on any ground whatsoever.

MAINTENANCE CHARGE

14. In addition to the price of the unit the highest bidder/allottee shall pay maintenance charge for the price allotted/purchased by him at such final rate as may be determined and communicated with effect from the date of taking over possession. Till the services of shopping center are handed over to MCD. The amount of maintenance charges is payable in advance for each year and the bidder is required to submit proof of payment of maintenance charges at the beginning of the year.
15. An interest of 18% per annum of such rate as the DDA may in its absolute discretion decide from time to time is recoverable on any delay in payment of maintenance charges subject to the condition that full fortnight of month as the case may; be and not any; fraction thereof shall be taken for delayed payment of maintenance charges.

CONVEYANCE DEED AND OTHER CONDITION THEREOF

16. The terms and conditions of the conveyance deed are contained in the enclosed conveyance deed formats. The successful bidder/DDA purchaser shall be deemed to have agreed to all the terms and conditions contained therein. The bidder shall execute the conveyance deed in the said form within 3 months of the issue of the possession letter, or as and when called upon to do so by the DDA.
17. All expenditure in respect of electricity and water connection etc. and payment of all property tax, electricity and water bills shall be incurred by the lessee.
18. That the allottee shall not cause or permit to be cause any damage to the shop including joint walls under any circumstances and the allottee shall not make any addition or alterations to the existing structure nor shall any structure be allowed to be constructed on the roof the shop or any adjoining area, shutters etc. as provided by DDA shall not be disturbed.
19. The shop will not be used for any repair or manufacturing work or any

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- non- confirming use as defined in the master plan for Delhi. Unless otherwise specified, units, are for general commercial use.
20. That the allottees shall not keep any animal or conveyance in or outside the shop.
 21. That allottee shall keep the shop neat and clean and shall not employ or permit to employ or to allow to enter into the said shop any person suffering from any contagious and loathsome disease which may effect the neighbors or the passerby.
 22. That allottee shall faithfully follow and abide by all the provisions of the Delhi Municipal Corporation Act, bye laws and rules and regulations made there under and the provisions of the Delhi Shop and Estt. Act and any other law for the time being enforce.
 23. That the allottee shall be liable to pay dues, taxes, charges and all assessments as arrears of land revenue.
 24. All dues payable to the lessor/DDA in respect of the shop shall be recoverable as arrears of land revenue.
 25. If the allotment of the unit is obtained by any misstatement or fraud, the possession of the shop will be taken over by the DDA and allottee will not be entitled to claim any compensation or refund thereof.
 26. The verandah in front of the shop is meant for public circulation and the allottee shall not encroach upon the verandah or any other area. Only the area of shop specifically indicated at the time of bid shall be used by the allottee.
 27. The successful bidder/allottee shall return the conveyance deed papers duly stamped from the collector of stamps before possession letter is handed over.
 28. The terms and conditions of the bid shall be strictly followed by the successful bidder/DDA purchaser and in case there is any breach of the terms and conditions of the bid or the conveyance the allotment shall stand cancelled. The orders of V.C./DDA in this respect of the interpretation of any conditions of the bid and of the conveyance shall be final and binding and shall not be called in action in any proceedings.
 29. The successful bidder allottee shall abide by the terms and conditions of the free hold property as imposed from time to time. The orders of VC/DDA in this respect of the interpretation of any of terms and conditions of the bid or conveyance shall be final and binding and shall not be called in action in any proceedings.

Cost and Transfer Duties.

30. The cost and expenses of preparation stamping and registration of conveyance deed and its copies and other incidental expenses will be paid by the ~~DDA purchaser~~/allottee. He/She shall also pay the duty on transfer of immovable property levied by the MCD or any other duty or charges as may be levied by any other authority.
31. For violation/breach of any of the terms and conditions as aforesaid the allotments is liable to be cancelled. In that case the ~~DDA purchaser~~/allottee shall also not be entitled to any compensation or to the return of any premium to him.

TECHNICAL TERMS AND CONDITIONS OF ONLINE E-AUCTION

1. Prospective bidders shall ensure the following before participating in e-auction.

- a) Participants have to get themselves registered on the e-auction portal i.e. [< >](#) by making online payment for Rs 2000 + GST. Help is provided to the prospective bidders for registration at DDA Help Desk, Vikas Sadan, INA, New Delhi and at the [< >](#) Helpdesk, [< address >](#).
- b) Participants shall have a valid class III Digital Signature Certificate (DSC) issued by any of the authorized certifying authority. Help is provided to prospective bidders for procuring digital signatures at the help desks mentioned at (a) above.
- c) Participants shall safely keep their User ID and password, which will be issued by the online service provider upon registration, and which is necessary for e-bidding.
- d) Bidders shall not disclose their User ID as well as password and other material information relating to the bidding to any one and safeguard its secrecy.
- e) Bidders are advised to change the password immediately on receipt from the e-auctioning portal.
- f) Vendors should not use the same generated NEFT challan for multiple payments.
- g) Vendors should make only one single payment for the respective auctions and do not use multiple payments for the same auction.
- h) Vendors should update the correct Account Number details in their profile for Refund process. If any discrepancy in the account number,

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Refund transactions will get reject and it takes around 10-15 days to get refund.

Scheduled of Bidding Process E-Auction of Shops/Offices/Stalls/Tharas

1	Reserve Price	As per Annexure-I
2	Start date of online registration for participating in e-auction on portal <>	Date: <>
3	Earnest Money Deposit.	25% of the Reserve Price for each Unit as Earnest Money.
4	Last date for online submission of mandatory documents with EMD	Date: <> up to 6.00 P.M.
5	List of mandatory documents to be uploaded on the portal at the time of request along with EMD.	The bidder is required to attach the identity proof and address proof with E-auction Form online
6	Cost of offer documents	Free of cost
7	Help desk operation for training and information on e-auction	Date: <> onwards from 11.00 A.M. To 5.00 P.M. (on all working days)
8	Date of online bidding under this e-auction	<date> (Sl No. ... to ... as per annexure - I) (10:00 AM To 01:00 PM) (Sl No. .. to ... as per annexure - I) (02:00 PM To 05:00 PM)

(Any change in above schedule will be notified only on DDA Website www.dda.org.in and e-auction website <>).

2. Time Extension:

If any market leading bid (bid higher than the highest at the point in time) is received within the last Ten (10) minutes of closing time, the time of auction sale will get automatically extended by another Ten (10) minutes and subsequently, if no further bid higher than the last quoted highest bid is received within the said extended Ten minutes, the auction sale will be automatically closed at the expiry of the extended Ten (10) minutes.

3. Training and Assistance Booth for the prospective Bidders: For facility of the prospective bidders, a Help-Desk has been set up at Nagrik Suvidha Kendra, DDA Office, D-Block, Vikas Sadan, INA, New Delhi-23. Prospective bidders can get the required training and information on e-auctioning process on working days

during working hours.

4. Bids: Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, the EMD amount shall be forfeited.

5. The bidders are required to quote for the rate with reference to the property put on e-auction over and above the reserve price mentioned in the Annexure: I. E-auction will start and end as per schedule mentioned in offer document. The bid for e-auction shall start with minimum one increment above the reserve sale rate. The reserve price as mentioned in the document may not be treated as final price. Minimum increment of bid in e-auction for rate mentioned in Annexure: I shall be as given in table below:

Annexure: I	Rs. _____ per entity or multiple thereof
For Sl. No. 1 To Sl. No. 157	Rs. <> (Increment Value)

6. Note of caution for the Bidders:

i) Bidders may encounter certain unforeseen problems such as time lag, heavy traffic, and system/power failure at the Bidders end. To avoid losing out on bidding because of above-mentioned reasons, it is advised to have reliable internet connection and ICT equipment and not to wait for the last moment for submitting your bid.

ii) The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the E-Auction. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the E-Auction shall be at Bidder's own risk and may be liable for rejection.

7. LOI (Letter of Intimation): The Letter of Intimation shall be issued to H-1 Bidder, online within 7 days of approval of the acceptance of bid by Competent Authority.

8. Acknowledgement of Letter of Acceptance (LOA): Within a maximum of 7 days from the date of issue of the Letter of Intimation, the H-1 Bidder shall acknowledge the receipt of LOA and give his concurrence by signing the letter, though uploading the same on the e-auction portal <>

GENERAL TERMS & CONDITIONS OF THE E-AUCTION

Terms and conditions for sale by Auction, by the Delhi Development Authority, on behalf of the President of India, on freehold basis of residential plots under

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the Delhi Development Authority. (Disposal of Developed Nazul Land) Rules-1981.

I. ELIGIBILITY

1.(a) Any individual, who is not a minor and is a citizen of India, may purchase Freehold rights in any one plot, by bid in the auction if he/she, his wife/her husband or any of his/her minor or dependent children or dependent parents or dependent minor sisters and brothers, ordinarily residing with him/her do not own in full or in part on Leasehold or Freehold basis, any residential plot or flat or house/or have been allotted on hire purchase basis residential plot or house exceeding 67 Sq. Mtrs. in the Union Territory of Delhi, and neither he/she has transferred any residential plot/house/flat to anyone in the past, nor has transferred his /her membership in any Cooperative House Building Society/C.G.H.S. in Delhi.

1.(b) Public Sector Banks Companies & Firms shall be allowed to participate in auction programme of residential properties provided the premises is used for bonafide residential purpose of their staff. They will be allowed to purchase only one plot as specified in Nazul Rule.

1.(c) The Bidder/Purchaser must be a citizen of India or an NRI or a person of India Origin (P.I.Os). The permission of NRIs & PIOs shall be governed under FEMA regulation framed under notification FEMA No. 21/2000 R.B. dated May 03, 2000. The person of India origin will mean an individual (not being a citizen of Pakistan or Bangladesh or Sri Lanka or Afghanistan or China or Iran or Nepal or Bhutan), who (i) at any time, held Indian Passport, or (ii) who or either of whose father or grandfather was a citizen of India by virtue of the constitution of India or the Citizenship Act, 1955 (57 of 1955) and he or she is competent to enter into contract. Attested copy of passport to be attached with Bid application forms by NRI/PIO to establish the ~~identity~~identity.

2. If the purchaser is married, then bid will have to be given in the joint names of wife and husband and if unmarried, he/she will have to apply for inclusion of name of wife/husband after marriage.

3. No person whose bid has been accepted by the officer conducting the Auction shall be entitled to withdraw his bid.

4. A change in the name of the intending purchaser shall not be allowed at any cost till the execution of Conveyance Deed.

5. The area of residential plots announced are only approximate, and the persons whose bids are accepted should be prepared to accept variation up to 15% either way in the area announced, subject to adjustment of cost in proportion to the amount on the accepted bid.

II BIDDING AT AUCTION AND SUBMISSION OF APPLICATION:

1. The officer, conducting the Auction may, without assigning any reasons, withdraw any plot from the Auction at any stage.

2. The bid shall be for the amount of premium offered for the Freehold rights in the plot. The plot is being auctioned on "as is where the basis". It is presumed that the intending purchaser has inspected the site and has familiarized himself/herself with the prevalent site conditions in all respects before offering the bid. If any tree exists in any of the plot, it would be responsibility of the auction purchaser to get it removed after obtaining approval of the concerned Authorities and DDA will not be a party for obtaining permission etc. after closer of bid.

3. Brochure and the application form can be downloaded from our website [<>](#).

4. The accepting officer shall subject to the confirmation of the VC DDA, normally accept the bids, subject to confirmation by the Competent Authority, the highest bid offered at the auction and the person whose bid has been accepted shall pay, at the closure of bid, Earnest Money, a sum equivalent to 25% of bid amount by way of RTGS in favour of DDA. If the Earnest Money is not paid, it shall be deemed that the bid has been revoked/withdrawn and the amount, as specified in Clause-2.2(a) above, shall stand forfeited to DDA.

5. The accepting officer shall subject to confirmation of the VC, DDA, normally accept the highest bid for a plot provided that it is above the reserve price and found to be competitive enough to reflect the market value of the plot auctioned for.

6. The confirmation of the highest bid shall be at the sole discretion of the Vice Chairman, DDA who does not bind himself to confirm the highest bid and reserve the right to reject all or any of the bidder without assigning any reasons. Any bid not fulfilling any of the prescribed conditions or incomplete in any respect shall be rejected.

7. If the bid is not accepted, the Earnest Money will be refunded to the bidder without any interest. If DDA has to withdraw the Industrial plot from auction (including not handing over the Industrial plot to successful bidders due to any reason like excess area or less area, etc.) then the E.M. and premium deposited will be returned to the auction purchaser without any interest up to a period of six months from the date of auction. Beyond six months period, DDA will pay an interest of 7% for the amount lying with DDA for such period.

8 The bidder after submission of bid shall not be permitted to withdraw surrender or modify his bid on any ground whatsoever. If he withdraws or surrenders the bid, the entire amount of earnest money shall be forfeited absolutely. This shall be without prejudice to other rights or remedies that may be available to DDA.

E-AUCTION PORTAL RFP

9. The demand-cum-allotment letter would be sent to the successful bidder immediately after the bid is accepted by the competent Authority. The highest bidder is required to make payment of balance 75% bid amount, as demanded vide said demand letter referred to above, within 90 days from the date of issue of the demand letter by RTGS. The Competent Authority may in his absolute discretion may extend the last date of payment up to the maximum period of 180 days, beyond the last date for payment with reference to the date of issue of demand letter, subject to payment of interest on the balance amount @ 10.00% p.a. during the extended period failing which the bid will automatically stands cancelled.

10. The officer conducting the auction shall normally accept the bids, subject to confirmation by the Competent Authority, the highest bid offered at the auction and the person whose bid has been accepted shall pay, at the closure of bid, Earnest Money, a sum equivalent to 25% of bid amount by way of RTGS in favour of DDA. If the Earnest Money is not paid, it shall be deemed that the bid has been revoked/withdrawn and the amount, shall stand forfeited to DDA.

Note: The successful bidder may pay the cost of the plot by availing loan facility from financial institutions for which the DDA offer NOC/mortgage permission.

11. Four copies of Conveyance deed alongwith the copy of site plan will be supplied to the highest bidder along with the demand letter to get the conveyance deed papers stamped from the office of E-Stamping. The Earnest Money shall stand forfeited and the auction purchaser shall not be liable to any compensation whatsoever if he/she fails to submit conveyance deed within 90 days from the date of issue of same from the office of Deputy Director (LA) Residential. It shall be the sole responsibility of the auction purchaser to submit the stamped conveyance deed papers alongwith the E-stamp site plan, before issue of the possession letter. The possession of the plot will be handed over only after the submission of the above said documents in the office of Deputy Director (LA) Residential. After taking the possession, the successful auction purchaser is required to get the conveyance deed executed by the Lease Administration Officer. In case the execution of Conveyance deed is not completed within the period of 3 months from the date of issue of the possession letter from the Office of Deputy Director (LA) on account of any lapse on the part of auction purchaser, action for cancellation of allotment of residential plot will be taken.

12. In case, the highest bidder fails to make the balance 75% amount within the stipulated period, as mentioned in the demand letter or within such extended period, if any granted by the Competent Authority on his written application, the bid shall automatically stand cancelled and the Earnest Money shall stand forfeited. In that eventuality, the competent authority shall be competent to re-

auction the residential plot.

13. After making the payment of balance 75% of amount and intimating thereof, the highest bidder is required to appear before the Deputy Director (LA) Residential in person or through an authorized representative along with the RTGS receipt in support of payment of balance 75% amount, terms and conditions of auction duly typed on a non-judicial stamp paper worth Rs. 10/- signed by auction purchaser(s), 5 recent passport size photographs of individual or combined, as the case may be, the Conveyance deed papers duly E-stamped, an affidavit, an undertaking and any other documents as indicated in the demand letter. On submission of all documents and subject to verification of the payment made by the auction purchaser, the possession letter will be issued within 30 days and the same can also be collected in person by the auction purchaser. The possession letter so issued will carry the date on which the physical possession of the plot will be handed over to the auction purchaser at site. In case, the purchaser fails to turn up at site on the date and time fixed for handing over possession,

the next date of possession will be fixed only on payment of Rs. 1000/- P.M. on account of penalty for not taking over the possession by the purchaser. The possession, however, must be taken within 3 months from the date fixed for the same and in case, possession is not taken in 3 months, then the allotment shall stand cancelled and the earnest money shall stand forfeited without any notice.

14. In case of default, breach or non-compliance of any of the terms and conditions of the auction or any fraud, misrepresentation or concealment of facts or non-payment of balance premium within the due date by the bidder/intending purchaser, the Earnest Money shall stand forfeited.

15. In case of disruption of service at the service provider's end while the Forward Auction is live due to any technical snag or otherwise attributable to the system failure at the server end, Auction Inviting Authority in consultation with Application Administrator may decide to resume auction if required. In this case, the status quo of Auction will be maintained prior to failure and process would continue from that point onwards.

ANNEXURE: I

DETAILS OF CE PROPERTIES TO BE DISPOSED BY AUCTION

E-AUCTION PORTAL RFP

<i>SL.No. Zone Wise</i>	<i>Locality / Shop No.</i>	<i>Category</i>	<i>Sec.</i>	<i>Pkt</i>	<i>Blk</i>	<i>Plinth Area of the Shop (in sq.mtr.)</i>	<i>Mezzn. Flor (in sq.mtr.) (@ 75% of this area)</i>	<i>Covered Balcony attached Verudha (@ 100% of this area)</i>	<i>Court Yard/open Balcony (in sq.mtr.) (@ 50% of this area)</i>	<i>Total Area of the shop</i>	<i>Use</i>	<i>Floor</i>	<i>Total cost</i>
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(Land cost as per GNCTD + Cost of Construction by adding 10% P.A. till date (Reserve Price)

<i>SL.No. Zone Wise</i>	<i>Locality / Shop No.</i>	<i>Plinth Area of the Shop (in sq.mtr.)</i>	<i>Total Area of the shop</i>	<i>Floor or</i>	<i>Total cost</i>
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(Land cost as per GNCTD + Cost of Construction by adding 10% P.A. till date (Reserve Price)

DATA SHEET 5

Scope of work and Duration of Project

Objective of the project

1. DDA has been drawing up comprehensive programs as part of a strategy in driving IT penetration into their branches and offices, and to ensure that benefits of e-governance and e- selling reaches all sections of society and economy. As a result, DDA is witnessing an increased implementation of pro-citizen and department-empowered solutions, aimed at improving transparency and efficiency in its departments. One such initiative is the adoption of electronic auctioning (e-Auction) in department's buying &selling. E-Auction has been in vogue in DDA due to its apparent benefits, such as improved transparency and speed brought into the auctioning processes.
2. Electronic auctioning (e-Auction) system ushers in much needed transparency in existing systems, simplify procedures, streamline the selling process, and cut down selling costs. It provides a unified solution covering the entire auction cycle from web-enabled auction monitoring, evaluating and awarding to post auctioning activities.
3. An e-auctioning model provides services that facilitate e-Selling and e-Disposal. The proposed online system is expected to provide information about all aspects of e-buying &e-selling with detailed auction notice, online dynamic bid submission, and online Bidder registration allowing Bidders to participate in an e-Auction with ease.
4. The Objective of the Project is to engage an agency for providing E-auction Services to DDA for Disposal of Land, Housing Stock as well as other properties of DDA. The selected service provider will be engaged to provide e-Auction services to Delhi Development Authority, New Delhi for a period of 5 years in order to carry out e-Auction in respect of different types of Properties and scrap material and services necessary for accomplishing the work shall be provided by the Agency.
5. The scope of work under this Contract involves providing e-Auction service ~~after e-tendering~~ and to provide technical support and training for execution of various activities, including activities detailed in the scope of work below.

Scope of Work under this project for E-Auction Portal.

6. The scope of work shall cover enabling of hosted solution for e-Auction of any Product, services or goods for DDA.
7. The Agency, as an application service provider (ASP), should provide an integrated e-auction solution that will be delivered across departments of DDA. This application service provider model is an online system accessible to users at various locations with support extending across all major platforms and browsers. Delivered on SaaS (Software as a Service) model and conforming to auctioning norms set by the Government of India, this solution includes all necessary infrastructure facilities, including a data center provided and maintained entirely by the service provider.
8. The ASP shall have to provide Electronic Auction services to DDA for a period of 5 years in order to carry out e- Auction in respect of procurement/ disposal of selected range of Works / Goods/ Services. The ASP (Application Software Provider) will host & deploy the electronic Auction service on behalf of DDA, confirming to standardization testing and quality certification (STQC) requirements, enable the users in DDA and its bidders for the use of e- Auction software and provide the service / maintenance, updating during the

service period.

9. The ~~ASP vendor~~ should be able to provide solutions i.e. e-Auction, Reverse Auction & Forward Auction separately without dependency on one another. DDA may utilize one or all solutions as per requirement. The ASP is expected to provide suitable algorithm based e-auction solution, facilitating to pay charges for these services provided.
10. The selected ASP shall appoint a single point of contact with whom DDA will deal for any activity pertaining to the requirements of this RFP. DDA and ASP will form a focus group for the successful implementation of the project.
11. The ASP shall provide an Electronic Auction Platform (secure SSL web based having security features as per data sheet 8) for e-Auction with the objective of automating the entire process of e-Auction from beginning to Award of Contract.
12. ASP will Assist DDA in finalization of Strategy for e-Auction, assist in various e- Auction activities like preparation of requisite documents and Electronic Templates, conducting e-Auction. The Service Provider personnel will do this activity (Create, editing etc. based on data / excel sheet provided by DDA). User of DDA will review / verify the tender / auction before publishing on the portal. ASP should ensure compliance of this mechanism.
13. General Terms and conditions for e-Auction shall be provided by DDA. The ASP will set up of e-Auction Bid parameters and Business Rules as per DDA requirement.
14. ASP shall develop/ customize its software for conducting the auction (forward and reverse) on behalf of DDA and customize the module to suit the requirements of DDA. The Software should be capable of the functionalities mentioned in the following paragraphs.
15. ASP should ensure the existence of adequate and secure infrastructure including firewall, intrusion detection, Prevention systems etc. The system shall be scalable and shall permit expansion of both the capacity and functionality.
16. Management of eligible bidders for participation in e-Auction: The e-Auction portal will provide for registration, authentication, verification of interested bidders. It shall also cover mainly bidders' training for participation, management of User-Id and Password, coordinating on queries and reply between bidders & Board, getting signed (compliance) letter abiding by the terms and conditions of the e-Auction process.
17. The Nodal Officer in DDA will provide evaluated price and start / base price with the List of eligible bidders for participation in e-Auction for electronic Auction. ASP shall initiate process for conducting e-Auction on receipt of above information from DDA on a pre-announced date during a specific time period as per DDA. Bidders include Public who are eligible to participate / apply. The prospective bidders will register on portal and DDA authorised user will confirm.
- ~~18.~~ The ASP will provide all other incidental service, till the completion of the process

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and successful selection of the successful bidder(s) through e-Auction. (No site visit is expected under this).

18. Illustrative list of "incidental services" is as follows: -

1. Issuance of Letter of Intent
2. Integration of Data with DDA application
3. Issue of instructions to Banks for EMD refund
4. Issuance of Demand Letter
5. Remittance Report, etc

No site visit is expected under this illustrative list.

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19. ASP will also provide helpdesk for service support to DDA and its bidders, through minimum two telephone connections available throughout the period of auction.
20. Bidders participating in tender shall be given system generated user-ids and passwords. ~~(if the Vendor has a better solution or methodology, he can propose the same in the Technical Bid.)~~ The bidder should be able to log in to the system from anywhere via internet and submit their response/bids. The best bid at the particular moment will be displayed on the screens of all the participants. A bidder participant should not be able to see other participants bid but at the end, detailed inputs of all the bidders should be displayed. The final results will be based on the best offered price amongst all the bidders. This clause provides "best practices adopted" in the Industry. However, if the Vendor has a better solution or methodology, he can propose the same in the Technical Bid.
21. At the close of Auction, the Nodal Officer DDA should be able to download post e-Auction event report with bid history and also price break-up of the successful bidder in such formats as desired by DDA Nodal Officer.
22. DDA Nodal Officer should also be able to generate and download detailed activity log, audit trail reports and other related records as and when required. These Activity Log / Audit Trail should be duly authenticated by the ASP.
23. The scope of work of e-Auction and technical / training support under this Contract shall also include all such items activities which are not specifically mentioned here in above but are necessary for successful, safe and reliable completion of the Contract unless otherwise specifically excluded in this Contract. ASP has to provide best professional service as specified in the RFP. Further detailing can be done at the time of SRS.
24. Expected facilities for full life cycle of Auction
 - a) Creation of Requirement
 - b) Creation of Bid document online
 - c) Cancel/Re-invite Bid
 - d) Approve Bid online
 - e) Create Bidding formats
 - f) Mapping the selected business rules on to the online bidding package.
 - g) Centralized Registration of Vendors/ Contractors

- h) Uploading of Bids
- i) Downloading of Bids by prospective Bidders
- j) Pre-Bid Queries
- k) Facility for online Pre-Bid Meetings
- l) Publish Minutes of Pre-Bid Meeting
- m) Publish replies to the Pre-Bid Queries
- n) Submit Bids Online
- o) Upload attachments to Bid
- p) Technical Evaluation
- q) Commercial Bid Opening
- r) Commercial evaluation
- s) Forward Auction & Reverse Auction
- t) Tracking and displaying the Auction results
- u) Publish Bid Results
- v) Award of Contract
- w) Purchase Order
- x) Management Information System (MIS)
- y) Audit Trail

25. Feature of e-Auction Module: The auction module is a facility that allows suppliers to dynamically out-bid their competitors within a time frame specified by DDA dynamically. Following are features of e-Auctioning system;

- a) Setup of parameters of the bidding process, including Request for Quotation (RFQ), open bid time, close bid time, extended bidding period, and reserve price
- b) Supports Rank Bidding wherein Bidders bid for rank position among the participating bidders
- c) Supports Value Bidding process wherein Bidders' bid in value figures for the L1 or H1 position as applicable
- d) Preparation of e-Auction Catalogue with items and schedule
- e) Provide Geo-spatial location of the Property, (if provided by DDA)
- f) Identification of auction-ready items and certification
- g) Setting up reserve price (Reverse Auction) and bid starting price (Forward Auction)
- h) Feature for bidder to carry-forward EMD amount to another auction if he/she is un-successful in a particular auction. Department will get only successful bidders' EMD.

The objective of the process is that the bidder should be able to utilise his resources to participate in maximum number of auctions, without jeopardizing DDA's interests. The objective is not to earn interest from EMD. EMD is only for binding the bidder with his bid, and if he backtracks, DDA can forfeit that amount.

- h)
- i) Feature to set up reverse auction to execute before or after bid opening
- j) Provides selection / prequalification of Bidders for participating in e- Auction
- k) Support for Bidder aliases during auctioning
- l) Feature to open bids and generate comparative statement.

m) Facility for the Bidder to use proxy bidding and auto bidding feature. It is elaborated as follows: -
 m) Proxy bidding, sometimes called absentee or automatic bidding, is a method for bidding in an in-person or online auction. The way it works is the person who wants to bid on an item decides a maximum amount that he/she is willing to pay for it in advance, and

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tells this amount to the auction holder.

- n) Maintain the confidentiality of the set reserve price and highest bid price
- o) Grievance redressal on E-auctioning wherein user should be able to register and get response to any complaint relating to e-auction process.
- p) Scope for analysis and award for the highest bidder
- q) Ability to publish and post results and other auction activity
- r) SYS logs and Transaction logs for all activities

These are, among others, features of e-Auction software to facilitate. Further details shall be discussed, if any, during SRS Stage, with the selected Bidder.

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26. The Roles and Responsibilities of various functionaries shall be as follows-

S. No.	Roles	Responsibilities of
1.	Publishing / Mapping of e-Auction in portal	ASP
2.	Sending the contact details of eligible bidders for participation in e-Auction to the ASP	DDA
3.	Framing Business rule containing e- Auction format and other details	ASP
4.	Approval of Business Rule	DDA
5.	Sending Business rule document to all the eligible Bidders	ASP
6.	Collection of consent letter & compliance statement from eligible bidders	ASP
7.	Handling of Commercial queries	DDA
8.	Handling of e-Auction related queries & Bidders Training	ASP
9.	Making user id & Password available to eligible Bidders	ASP
10.	Assisting eligible Bidders to participate in dummy e- Auction and DDA officials	ASP
11.	Finalization of Event Date & Time	DDA
12.	To provide Start Bid price/ minimum incremental price for bidding and loading Factors	DDA
13.	Conducting e-Auction & Providing Helpdesk service during e-Auction	ASP
14.	e-Auction report generation and submission (Detail and summary as required by DDA immediately after completion of e-Auction)	ASP
15.	Price break up (if any) to be collected from the Winning bidder	ASP / DDA
16.	Non-disclosure of identity of participating neither to Board nor to the bidders during e-Auction event for maintaining sanctity of the event	ASP
17.	Multiple currency bidding, provision for bidding up to predefined decimal places, auto closing/extension of e-Auction after predefined time, auto refresh of bidders /customer screen at pre-set interval support single as well as multiple lot e- Auction, display of	ASP

	ranks/ price only on the dashboard of bidder & Board proxy bid facility/ auto bid facility & bid trail	
18.	<p>In case of failure to access by the bidders and loss of connectivity of bidders / DDA's computer/ laptop etc. due to any reason, the ASP shall provide necessary support to allow such bidder to place the bid.</p> <p><u>Availability of connectivity is the responsibility of the Bidder. If there is technical problem on bidder's side, DDA/ ASP takes no responsibility.</u></p> <p><u>However, if there is a problem on the ASP's server / Application due to which, the bidder is not able to place a Bid, and has approached the ASP's Help desk, ASP's help-desk should provide him necessary support / hand-holding (on phone or otherwise) to enable him to participate.</u></p> <p><u>All such requests made by bidder will be properly recorded / logged and audited for quality control.</u></p> <p><u>Please also refer to the Clause 5: Sample Bidding Rules in Data Sheet 4.</u></p> <p><u>II. BIDDING AT AUCTION AND SUBMISSION OF APPLICATION:</u></p> <p><u>15. In case of disruption of service at the service provider's end while the Forward Auction is live due to any technical snag or otherwise attributable to the system failure at the server end, Auction Inviting Authority in consultation with Application Administrator may decide to resume auction if required. In this case, the status quo of Auction will be maintained prior to failure and process would continue from that point onwards."</u></p>	ASP
19.	Providing SMS to bidders/ DDA about e-Auction notification schedule reschedule etc.	ASP
20.	Devise suitable e-Auction strategy (Algorithm to be approved by DDA)	ASP
21.	Any other service required for conducting e-auction process successfully which is not covered above	ASP

(All processes, screens, form, reports etc. shall be subject to final approval by the DDA).

27. EMD /Registration fee should be collected through e-payment gateway only. The amount should be directly credited to DDA's Account.
28. ASP will develop on-line mechanism to verify payments of EMD & Registration Fee into DDA account.
29. ASP will also provide facility of Lien marking mechanism for EMD. The following shall be the features of the Lien Marking System-
 - a) Special Feature to be developed jointly by DDA and Bank(s) (to be selected by DDA) for

E-Auction module

- b) MOU to be signed between DDA and the concerned Bank(s) for this mechanism
 - c) Bidders provided with a functionality to link their bank account with their E-Auction user account
 - d) Bidders can Lien Mark any amount available in his account. This is done on E-Auction application. It is further clarified that, in addition, if bidders feel that there is still mismatch in amount, then, during live auction system should allow bidder to lien mark additional amount, apart from initially marked lien amount.
 - e) Bank shall not allow the bidder to withdraw the lien marked amount, unless the lien amount is unmarked by the bidder through E-Auction application. System allow bidder to unmark lien amount during he/she is bidding in any live auction.
 - f) Lien Marking puts this amount at the disposal of DDA for recovery of Earnest Money on award of lot.
 - g) Bidder can submit bids in multiple lots with cumulative EMD requirement value up to the lien marked amount.
 - h) Whenever a bidder submits his bid, EMD amount gets blocked out of the lien marked amount.
 - i) If another bidder submits a higher bid, the blocked amount gets un-blocked.
 - j) Blocking/ Unblocking takes place on real time basis. Amount block and unblock will act on lien amount.
 - k) On closure of the auction for a lot, and acceptance of bidders bid the blocked amount gets transferred from the bidders account to DDA account immediately through an automatic process.
 - l) Bidder can mark/unmark lien at any time except for blocked amount. Lean-marked amount gets blocked if the bidder is H1 at any particular time of Auction
30. The Portal should have facility by which, the bidder should be able to participate in Auctions wherein if a bidder is unsuccessful in case of one property, the EMD amount deposited already by him should enable him to bid for another property so long as this amount (already deposited) meets the EMD requirement for the said other property. (That is, if a bidder is unsuccessful in one auction, he can transfer the EMD deposit to an alternate auction which is live / or is likely to be taken up.
31. For Refund of EMD (to un-successful bidders), an on-line system shall be developed to ensure timely refund of EMD. For this purpose, DDA will enter into an MoU with its associated Banker (if need be, a new bank may be appointed for this) and develop a methodology, in consultation with the ASP and the Banking agency to refund EMD to unsuccessful bidders immediately on conclusion of the Bid. DDA user will generate the Bank-instruction from the ASP's portal. Participating bank will be decided later.
32. The ASP will submit a complete reconciliation account of EMDs at the end of Auction.
33. During the e-auction days, ASP shall provide technical support by deploying its personnel for each Auction on the day of e-Auction event at DDA.
34. ASP shall provide satisfactory and reasonable answers to the grievances raised by bidders / potential bidders on the platform within 5-7 working days. In case any problem raised by the complainant requires DDA's inputs, the same would be submitted to DDA Nodal officer within 2 working days, and DDA Nodal officer shall provide response to the

ASP (for providing it to the complainant) within next 5 working days.

35. Subject to the fitness of the site, clarity of requirement and specification of the software mentioned in this document and force majeure, ASP shall guarantee the service of the software and satisfactory performance of the e-auction software.
36. DDA will facilitate with a fully-fledged contact/business center at the office of DDA along with High speed bandwidth internet connection and required PCs, Printers and CD Writers and Uninterrupted power supply back up for the DDA and the bidders to interact on day to day basis if required.
37. The running of DDA auction activity such as preparation of document, scrutiny, uploading, conducting the opening, evaluation, etc. activities would be managed by DDA authorized officials. ASP shall provide the help to use the system effectively.
38. The ASP shall carryout modification of the software, if any, during the service period such as bug's correction and changes limited to the scope of specification laid in the specification at no extra cost.
39. Any supplies and services, which might not have been specifically mentioned in this tender but, are necessary for the installation, configuration, testing, commissioning, performance or completeness of the order, shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system under Indian conditions.
40. The bidder shall be responsible for any discrepancies, errors and omissions in the technical details submitted by him/them, irrespective of whether these have been approved, reviewed or otherwise , accepted by the DDA or not. The Bidder shall take all corrective measures arising out of discrepancies, errors and omissions in drawing and other information as mentioned above within the time schedule and without extra cost to the DDA.
41. ASP will also carry-out necessary modifications/ customization in the software whenever required by DDA to meet DDA's policy in Auction at no extra cost. This will be done at the request of DDA Nodal Officer, and within the time period mutually agreed upon. This Customization is limited to modifying software to suit all auction related activities of DDA.
42. The ASP must maintain the confidentiality of identity of eligible bidders and also the start price before e-Auction.
43. ASP shall treat all the data and information collected from DDA during the project in strict confidence. The DDA is expected to do the same in respect of ASP who will provide data information.
44. ASP will ensure security of Data of e-Auction and shall observe strictly the laws for prevention of cyber crime in its letter and spirit for this work.
45. ASP must maintain confirming standard under IT Act and adhere to electronic evidence

u/s 65 B of India Evidence Act ameliorating the interest of DDA.

46. Any act of commission or omission by the ASP or its managers/ staff during the currency of contract, if found to be illegal within the enactment of Cyber Crime, ASP shall be solely responsible for the same and loss sustained by DDA on such account, shall be indemnified by ASP to DDA.
47. Limitation Liability: To the full extent permitted by law. DDA shall not be liable to the other party/third party for any loss or damages whatsoever, arising due to e-auction software.
48. All intellectual rights on the data concerning DDA e-auction and all such passwords shall be the sole property of DDA at all time.
49. Any dispute arising during the e-Auction process (raised by the bidders) will be resolved by the ASP during the e-Auction to the satisfaction of the DDA.
50. The Authenticated backup data shall be provided after every auction by ASP to DDA. and the entire data of all the auctions shall be provided by the ASP to DDA after expiry of the contract period free of cost.
51. The ASP will also integrate the system with the other on-line systems of DDA (existing / being developed), for direct interface of these application with e-Auction as and when such applications are ready for interface. This will be done without any extra costs. Illustrative list of Applications where such integration is expected are-
 - a) Bhoomi Application (relates to Land Disposal)
 - b) Awas Application (Relates to housing disposal)
 - c) Record Room Application (to locate physical file/records)
 - d) Legal cases management system
 - e) E-HRMS : Personnel management system (for a unified Role based access)

This is a futuristic provision. Appropriate APIs need to be developed for information exchange between these applications and e-Auction module.

e) The objective is to transfer Land disposal (Auction) information to/from DDA's Bhoomi/Awas Portal for further processing of the case. Further, The attributes of land parcel to be put to auction should get fetched from Bhoomi Portal (once it is activated). Further details shall be provided during the SRS stage.

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Audit

52. ASP shall comply with the DDA's internal audit (including Information Security (IS) Audit) requirement as well as third- party external auditors for conducting periodical audit. ASP should carry out patch management activities, including Operating System (OS) hardening for the infrastructure deployed as well as changes required in hardware and software for closure of VA/PT & audit reports without any extra cost to DDA. DDA's customised application needs to be audited separately.
53. The ASP shall at all times whenever required furnish all information, records, data stored in whatsoever form to internal, external, DDA appointed and statutory inspecting auditors and extend full cooperation in carrying out of such inspection. The ASP will also undertake to co- operate with the CAG to carry out its supervisory functions and

objectives and will furnish all records and other information as CAG may call for to carry our inspection and/or other functions. The ASP is required to facilitate the same at no additional cost and shall provide uninterrupted access to the documents required by the auditors. Further the ASP has to ensure rectification of all the irregularities thus pointed out by the auditor within a given time frame.

54. The ASP must ensure compliance of Information Security (IS) according to policy of the DDA and mitigate the risk, if any, within the stipulated time without any additional cost to DDA.
55. In line of above, the ASP shall ensure that all regulatory, statutory, local Administration requirements are adhered to subsequently while undertaking deliverable and services over the period of contract without any additional cost to DDA.
56. Compliance with security best practices may be monitored by periodic computer/information security audit performed by or on behalf of the DDA. The periodicity of these audits will be decided at the discretion of the DDA. These audit plan to include, but are not limited to, a review of: access and authorization procedures, physical security controls, input/output controls, DB controls, backup and recovery procedures, network security controls and program change controls.
57. To the extent that the DDA deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the ASP shall afford the DDA's representative access to the ASP's facilities, installations, technical resources, operations, documentation, records, databases and personnel. The ASP must provide the DDA access to various monitoring and performance measurement system (both manual and automated). The DDA has the right to get the monitoring and performance measurement systems (both manual and automated) audited without prior approval / notice to the ASP.

Project Duration and Extension of Service thereafter

58. The contract will initially be for the project period, including O&M, for the period mentioned in Data Sheet 1. This will include Study phase, Requirement gathering stage, App Development/ customization Phase, Warranty Phase and O&M Phase of the Application.
59. However, the assignment may be terminated any time at the discretion of DDA without assigning any reason thereof if the services are not found satisfactory or service/services are not required by DDA after certain period.

Operation and maintenance

60. During the O&M period, the ASP will have the total responsibility for operating, managing, and updating of all the systems that have been developed, installed and commissioned. During this period, any modifications/alterations in Software, including update and upgrade and managing user responses and feedback shall be carried out free of cost by the ASP.

Procurement and Ownership of Hardware and Software Tools

61. ASP should have own Hardware, Software, connectivity and expertise in conducting e-

Auction (Reverse Auction, Forward Auction) events online. ASP shall only use/ provide hardware (server) of latest configuration for e-Auction process.

62. The servers, system software, application software, Software tools (including RDBMS, developer tools etc.), internet connectivity (to servers), connected hardware at data center (if any), security of the data and software is to be provided by ASP. Cloud hosting of Application is allowed. As far as possible, the tools should be Open Source – Open Technology. No separate payment for these items shall be made.
63. Hardware (at DDA's end for operation of application) paid for by DDA, shall remain the property of DDA and in its custody after conclusion of the project. Hardware items will be procured by DDA, based on the specifications to be given by the ASP meeting the SLA criteria. During procurement of these items, the ASP will provide handholding with DDA.

Reports

64. The DDA should be able to generate all the essential reports required for analysis of the online bidding as well as historical data comprising of Bid history, supplier's login data, compliance statement, online bidding summary and price breakups etc. In case of dispute in e-auction (forward/reverse auction), ASP must provide all the required information/data/log reports/audit trails and all other relevant information of the event.
65. The ASP will ensure that all works envisaged under the assignment are carried out in discussion with and to the satisfaction of DDA and will submit interim monthly progress reports during the development period, and fortnightly status reports during the entire operations period.
66. Within 10 days of completion of every quarter, the data pertaining to DDA auctions shall be submitted in a separate CD (Compact Disc). Further, ASP must provide data pertaining to all the events conducted on the website during contract period should be made available to DDA within 7 days prior to end of the contract period.

Deliverables for Application Development

67. The ASP / ASP shall be responsible for following deliverables in respect of e-Auction Web Portal enabled Application Development –

S. No.	Deliverables	Completion timeline (in weeks)
A. Project Preparation and Business Blueprint Phase		
1	Detailed Project Plan	ED* + 1 week
2	Resource Deployment Plan	
3	Roles and Responsibilities of DDA and ASP	
4	Submission of System Requirement Specification	ED + 3 weeks
5	Submission of Solution Design Report including User and System Interfaces	
6	Training Strategy and Plan	ED + 4 weeks
7	Sign off on the Software requirement specifications, Solution Design Document and Functional requirement specifications by the DDA	

8	Plan Review and Sign Off	
B. Application Design and Development		
1	Design and development/ customization of the Application	ED + 6 weeks
2	UAT with the PMC and selected users' group	
C. Testing		
1	Preparation of various types of test cases [system, unit, integration, load]	ED + 7 weeks
2	Testing (including system test, unit test, integration test cases) and verification - Testing report along with UAT of the application	ED + 8 weeks
3	Submission of reports on testing	ED + 8 weeks
D. Application Implementation		
1	Production Environment setup including data load, full load and stress testing	ED + 9 weeks
2	Go Live including submission of user manual, source code, system manual and training manual	ED + 10 weeks
3	Go Live Acceptance	ED + 12 weeks
E. Post Go-Live		
1	Operations and Maintenance** (after Go-live) for the entire ICT Infrastructure (hardware, network and software etc.) including submission of various reports.	Submission of MIS Reports every month Submission of QPRs every 3 months
F. Capacity Building		
1	Competency Development/ Capacity Building/Training of DDA Personnel & DDA Stakeholders'	ED + 12 weeks

* ED – Effective Date i.e. the date of signing of contract by both parties

** The O&M Phase will begin after the launch of Web Portal enabled Application and will be active till a maximum period of 5 years after effective date.

DATA SHEET 6

Milestones and Terms of Payment to the Selected Agency

Payment Terms

1. The payment to the ASP shall be made on quarterly basis in respect of Auction / Reverse Auction concluded during the quarter.
2. The ASP shall be paid a fixed monthly fee for retainership (consolidated payment will be made for every quarter). In addition, he shall be paid Auction fee for each event.
3. DDA does not guarantee any minimum number of Auctions/events to take place in a month.
4. ASP is expected to quote retainership fee (per month) and Auction fee (per event' basis) in the Financial Bid. An **Event** means an Item (or a lot) is placed for e-auction / Reverse Auction on the portal and the auction process is concluded.
5. The Term "concluded" here means the e-Auction process successfully completed and there is one successful bidder, irrespective of the fact whether DDA accepts the bid or not.
6. The rates will be valid for the period of the Contract.
7. The ASP will not charge any amount from the bidders participating in the e-auction.
8. The Registration charges and EMD amount to be collected from the bidders should be credited to DDA's account directly.
9. DDA shall reimburse charges for e-payments to Payment gateway as per actuals, to ASP (if need be).
10. DDA will not pay any additional charges other than those mentioned above whatsoever the case may be. **However, in case of change in GST rate after the award, the payment due to the Vendor shall be adjusted to take into account the variation of tax rate. It can increase or decrease accordingly.**
11. Cost of on-going software maintenance / updates / patches / bug fixes / enhancements shall be borne by ASP.
12. No payment shall be made before signing the agreement. Advance payment will not be considered.
13. DDA requires that the ASP observes high ethics. No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in this Contract will be received by the ASP in connection with the selection process or in the contract's execution.
14. For facilitating Electronic transfer for funds, the selected agency will be required to indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

DATA SHEET 7

Service level Agreements (SLAs)

1. **Approach:** Requests via email should be logged with the Onsite Support Staff at Help Desk. No verbal communication shall be treated for any form of request. The Support Staff at Help-Desk Engineer shall align the manpower required for the reported issue. All requests logged by DDA, Users will be handled by Onsite Support Staff. The primary mode of problem reporting is over E- mail. The Onsite Staff prioritizes the request by type and severity in consultation with DDA. DDA will provide Space, Furniture Power and Inter-net connectivity to the support staff.

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2. **Severity:** Severity is determined by how much the user is restricted from performing their work. There are three grades of severity:
3 - Low - Issue prevents the user from performing a portion of their duties.
2 - Medium - Issue prevents the user from performing critical time sensitive functions
1 - High - Service or major portion of a service is unavailable
However, during the agreement finalization, the DDA and the ASP should agree to agency that finalizes the incident severity.

3. Response/ Resolution:

1. Assistance Incident Request Targets

S. No.	Severity	Response Time	Resolution Time
1	3 – Low	30 Minutes	3 Business Days
2	2- Low	30 Minutes	2 Business Days
3	1-High	30 Minutes	1 Business Day

2. Assistance Service Request Targets

S. No.	Response Time	Resolution Time
1	1 Day	5 Business Days

4. Server Uptime: 99.5%

5. The Services on the Portal will be live for customers 24x7. Customer support services should be available accordingly. However, DDA employees are likely work on the system on all working days (including Saturdays) between 9:00 am to 9:00 pm. Accordingly, support services to DDA employees should be available during this period. Please also refer to Clause 17 and 20 of Data Sheet 8.

6. SLA during the warranty Support and O & M phase:

L1 : Basic Helpdesk Support

L2 : In-Depth Technical Support

L3 : Developer Level Technical Support

(a) Emergency – The ASP will begin work on the support issue without delay after confirmed notification from Level 1 (L1) during business hours and will engage staff until an acceptable solution or workaround is achieved. Response will be without delay.

(b) High – The ASP will begin work on the Support Issue within 60 minutes of confirmed notification during Business Hours from Level 1 and will engage staff until an acceptable solution or workaround is achieved.

(c) Medium – The ASP will provide initial response regarding the requested information or documentation clarification within twenty-four (24) Business Hours of confirmed notification during Business Hours and will consider a workaround, if appropriate, and enhancements for inclusion in a subsequent New Release.

(d) Low – The ASP will provide initial response regarding the requested information or clarification within forty-eight (48) Business Hours of confirmed notification during Business Hours.

DATA SHEET 8

Standards / Rules to be followed by the e-Auction Portal

1. e-Auction Portal should be a multi-user web-based auction software system that enables departments to realize maximum value from their auctions. It combines cutting-edge technology that is delivered over the web and proactive support to ensure departments generate maximum ROI from their auctioning objectives.
2. Portal's interface should include a dashboard, the event logs, current bid value, auction start time, auction end time, buyer department name, extensions and their predefined numbers. It should be exclusively designed for forward auctions conducted by departments. However, it should also support reverse auctions, and rank and value-based bidding.
3. This online system should provide information about all aspects of e-buying & e-selling with detailed auction notices and online Bidder registrations to enable Bidders to participate in an e-Auction with ease.
4. The e-Auction Agency (ASP) should provide:
 - a. Robust and scalable architecture
 - b. Highly proactive after-sale support
 - c. Top-of-the-line security
 - d. Broad value-based service
5. FUNCTIONALITIES: The system shall cover full life cycle of purchasing/ sell (indent to placing of Purchase Order for procurement/ sell of goods for DDA). The solution should comprise the following major components:
 - a. Organization Hierarchy
 - b. Bidder Management
 - c. Auction Management
 - d. Financial Information Systems
 - e. e-Payment Gateway
 - f. Digital Signature
 - g. Search, Alerts and Bookmarks
6. Technical Requirements: The table below lists key requirements of the project that will be managed by the service provider:

Entities	Requirements
Operating System	Windows / Linux
Web Browser	Internet Explorer, Mozilla, Firefox, Google Chrome
Web Portal	To be hosted by the ASP
Networking	1 Mbps Broadband Internet Connection
Data Storage	Own servers hosted in Secure Data Centre
Security	In-built
Documentation	Service Provider
Encryption	Minimum of 128-bit encryption for sensitive data, and information while in transfer.

7. DATA SECURITY: The Application should have in-built security facility wherein the bidder can only log into the e- Auction site using a Digital signature. PKI-enabled transactions should ensure that all

bidding happens through PKI based log-ins only. In addition, the Application should have following features-

- a. Enabled to use digital signatures. It should support digital signatures for documents, log-ins and auction processing.
- b. Digital certificate support from third party trusted Bidders, like, Sify, eMudra, nCode allowed only in industry-standard X.509 format.
- c. Device-based PKI enablement for highest level of security, that is compatible with third party devices like Aladdin, Athena, etc.
- d. Digital signature support provided for sensitive activities, such as login, auction request and bidding process.
- e. The master settings for the date and time for automated closure of an electronic bidding is available in the standard solution
- f. Authorized department users with access rights only have the right to access bid information and auction details on or after the stipulated date and time of bid opening
- g. At no point of time, submitted bids can be modified in the online system.
- h. The Audit Trail feature displays all the activities performed in the system. The history of auctioning activities with track record of buyer users and Bidder participation is available in the Log Sheet.
- i. Entire lifecycle of the electronic auction is made available in MIS Reports for recording the activities of buyer-side users and Bidder activity (Bidder registration, auction request, online bidding, etc.)

Note : DDA will bear cost of Digital Signature for its staff. Users / bidders will procure Digital signature at their own costs.

8. DATABASE AND DOCUMENT SECURITY: The Database should be having following features-
 - a. Integration with virus detection tools to provide in-built online scanning for virus detection of all files before uploading is done by the ASP
 - b. Confidentiality of the bids is maintained since SSL 128-bit encryption technology issued (?)
 - c. Documents are saved in restricted domains accessible to only authorized personnel
 - d. Encryption in password storage
 - e. Redundancy at primary data site and Disaster recovery of the Database
9. USER SECURITY:
 - a. Built-in Access and Security module wherein the department can assign roles and responsibilities to users based on their hierarchy
 - b. Only authorized users have the option to modify or amend the auction schedule
 - c. User Access feature authenticates user ID and password employing two levels of password verification, which is also supplemented by a strong forgot password method
 - d. Admin-assigned and defined roles for users and controls based on jurisdictions like financial powers, geographic locations and document types
10. APPLICATION SECURITY
 - a. Application level access controls for viewing and updating of documents
 - b. Access triggers for features activated based on user activities and auction date/time

- c. Do's and Don'ts within the application to ensure proper workflow

11. SYSTEM SECURITY

- a. SSL implemented for secure data transmission
- b. World-class firewalls and antivirus systems deployed
- c. Net manager and Intrusion Detector for online security

12. Compliances and Certifications: The e-Auction product should comply with industry-standard security infrastructure and certified by accredited certification entities:

Certificate	Level	Certifying Authority	Details
STQC Security Testing	Certification	<u>STQC</u>	Application should have industry-standard built-in security infrastructure as stated by STQC security test. Additionally, the product should be accredited with Vulnerability Security Certification OWASP. The scope of certification includes: <ul style="list-style-type: none"> • ISO 12119:1994 Information Technology– Software packages Quality requirements and testing • ISO/IEC 9126-1:2001 Software Engineering– Product quality – Part 1: Quality model
CVC Guidelines	Compliance	Central Vigilance Commission	The CVC has issued guidelines and checklist policies for e-procurement/ e-Auction systems. Audit for conformance to CVC guidelines should be conducted by a CERT-In empaneled agency.
Data Centre Security	Compliance		Data redundancy and firewall intrusion
CPWD guidelines on Tendering	Compliance	CPWD	CPWD guidelines cover the best practices in tendering Activities
Information Technology Act 2000, GOI	Compliance	GOI	An Act to provide legal recognition for transactions carried out by means of electronic data interchange and other means of electronic communication
RBI Guidelines on e-Payment	Compliance	RBI	Guidelines on e-Payment as propagated by Reserve Bank

13. Adherence of Cyber Security Policy

- a. ASP are liable for not meeting the security standards or desired security aspects of all the ICT resources as per DDA's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy will be shared with the ASP. ASPs should ensure Data Security and protection of facilities/application managed by them.
- b. The deputed persons should aware about DDA's IT/IS/Cyber security policy and must maintain the utmost secrecy & confidentiality of the DDA's data including process performed at the DDA's premises. At any time, if it comes to the notice of the DDA that data has been compromised / disclosed/ misused/ misappropriated, then DDA would take suitable action as deemed fit and selected vendor would fully be required to compensate

- the DDA of loss incurred by the DDA.
- c. ASP must agree and provide undertaking not to disclose any DDA information and will maintain confidentiality of DDA information as per policy of the DDA and will sign "Non-Disclosure Agreement" document provided by DDA.
 - d. The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement.
 - e. All information resources (online/in-person) of the vendors and its partners shall be made accessible to DDA as and when sought. Credentials of vendor/third party personnel accessing and managing the DDA's critical assets shall be maintained and shall be accordance with DDA's policy.
 - f. The DDA shall evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and ASP shall ensure to support baseline system security configuration standards. The DDA shall also conduct effective due diligence, oversight and management of third-party vendors/service providers & partners
 - g. Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsources and partner arrangements shall be ensured.
14. Confidentiality: ASP must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The ASP has also to agree:
- a. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by the DDA;
 - b. To only make copies as specifically authorized by the prior written consent of the DDA and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
 - d. To treat all Information as Confidential Information.
15. Other e-Auction System Requirements
- i. The system should be hosted in any of the approved cloud providers empaneled by the MeitY, as directed by DDA. The system developed should be cloud service provider agnostic and should have the capability to migrate to any other cloud service providers.
 - ii. The System should be STQC certified.
 - iii. The system should be able to automatically run preliminary data analysis and generate reports.
 - iv. The approval workflow should be as per the work flow being followed by DDA hierarchy and other departments/agencies involved in the land pooling process. Such workflow rules should be flexible enough to change as desired and frozen of SRS Document.
 - v. An on-line help module should be available which shall provide detailed help for each process/report of the Application.
 - vi. Support for making certain data accessible to citizens directly through the Single Window Portal, as desired by the DDA.

- vii. The system should be able to Define Roles for all users in the workflow. The system should be able to define rights to the application features for each of the roles.
 - viii. The system should be able to provide log for Time and user stamping of each usage.
 - ix. The system should be able to prevent unauthorized access to servers and network log should be maintained for all the transactions handled.
 - x. The system should provide an end-to-end security model that protects data. Security systems should be commensurate with the overall sensitivity of the database and contents. Audit trail will be monitored and available to all authorized system users from the front end. The system should have controls incorporated in to ensure that the databases are not tampered/ altered/ modified/ deleted, except updating the records through the application by authorized personnel.
 - xi. The system should enable real-time auto backup of all the information stored/uploaded in the system. Agency shall be responsible for setting up the data recovery and backup of the data in a remote location to ensure that the data is not lost in case of any unforeseen circumstances.
 - xii. The system should facilitate Smart Search for both applicant and concerned agencies for locating the desired information
 - xiii. Portal Performance Criteria to be maintained: 99% uptime with effective upload efficiency.
 - xiv. e-Auction of the portal should be conducted in most fair and transparent manner. All CVC guidelines, IT Acts, Government guidelines and any amendments thereof and any other instructions issued by Govt. of India and time to time related to e-Auction shall be strictly complied with by the ASP.
 - xv. All the Logins as well as submissions on the portal/ system should be authenticated by the user (ASP's managers, DDA's officers as well as Bidder's representatives) through Digi-signature and / or e-signature at the choice of the user. (ASP will provide both facilities)
16. The ASP should have in place a documented quality and audit process. Further, whenever, DDA (or its Audit department) desires, the ASP should allow read access to the data and provide necessary support to the Audit Team for conduct of Audit.

17. SUPPORT SERVICES

- a. Assistance to be provided to the concerned auctioning official by ASP's staff
- b. Multi-lingual training support provided in English and Hindi
- c. On-site hand-holding support to be provided with the help of CRM Executives, who are deputed at the site until users are self-assured about the necessary navigational and functional needs.
- d. Continuous training/support provided at Head Office or liaison offices of DDA, Under Capacity Building, DDA Officers dealing with e-auction programme (about 25 in number) are to be trained . Selected Bidder shall provide Continuous training/ support at Head Office or liaison offices of DDA, as and when needed. Training kit including materials on module wise training, shall be provided to the DDA Participants. On-line Training module and Training video(both in English and Hindi) shall also be included in the e-Auction portal, to facilitate continuous training for Bidder participants in e-Auction process.
- e. Bidder will include required Cost in Financial Bid.
- e. Email notification for new auctions sent to registered Bidders/Bidders along with complete auction details and corrigendum if published, etc.
- f. SMS facility at an extra cost is also available for new auctions, including intimations about

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corrigendum, auction start date and times, etc.

- g. On-site hand-holding support to DDA officials (and visiting bidders) will be at a Centralised location (Vikas Sadan Delhi) (for departmental / outside users). – to function on office days & Office Hours.
- h. On-line Training module and training video (both in English and Hindi) shall also be included in the e-Auction portal, to facilitate continuous training for Bidder participants in e-Auction process.

It is clarified further that

~~h.~~ the Departmental User base needs to be trained through the onsite hand holding support will be approximately 25 in house users. However, this training will be from time to time. On-site hand-holding support to DDA officials (and visiting bidders) will be at a Centralised location (Vikas Sadan Delhi) (for departmental / outside users). – to function on office days & Office Hours. For outside users, ASP will be required to provide off-site call centre help-desk support separately. The timing of such support will be – Office days / Office Hours in normal course; and should be available continuously during the period actual Auction/ bidding takes place or the Auction is live. Duration of this (call centre) support shall be from the date of Notification of Auction to the date of conclusion of Auction and issue of LOI. The on-site hand-holding team at DDA Vikas Sadan should also be able to provide to Prospective Users (Bidders) demo of e-auction, training, hands on experience and other support requested. Under Capacity Building, DDA Officers dealing with e-auction programme would be required to be trained from time to time on account of changes / transfers.

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18. HELP DESK will have following features-

- a. Increased visibility of auction/sale notice through email alerts, SMS alerts, publication as free view in Auction portals and scroll messages in homepage. DDA will make necessary payment to such portals directly as per actuals, in case Portals charge for publishing / promoting auctions. The ASP needs to hand-hold DDA to publish / post notice on such portals, for proper impact. -
- b. Publishing and posting of auction/sale notice on all major Auction portals in India. ASP will suggest the portals, do necessary handholding to publish in such portals. DDA shall directly make payment to the portals, if the said portal(s) charge for publishing.
- c. Bidder Query Monitoring system
- d. For outside users, ASP will be required to provide off-site call centre help-desk support separately. The timing of such support will be – Office days / Office Hours in normal course; and should be available continuously during the period actual Auction/ bidding takes place or the Auction is live. Duration of this (call centre) support shall be from the date of Notification of Auction to the date of conclusion of Auction and issue of LOI.
- e. The on-site hand-holding team at DDA Vikas Sadan should also be able to provide to Prospective Users (Bidders) demo of e-auction, training, hands on experience and other support requested.

19. O&M Support will include following activities

- System Software and e-Auction Application System Software maintenance
- Technical help desk support
- Warranty support and Operational Support
- On site Level-I support for immediate resolution for issues where the application is not working.
- Level-II support within 48 hours' resolution of issues where application is working, and an alternate solution is given

- Level-III support within a week for solution of issues where formatting or other kind of cosmetic changes are required.
 - Knowledge Transfer
 - Server maintenance and DR setup
 - Maintenance of hardware/ servers (if provided in under the project);
 - Backup of recovery operations of hardware and software;
 - Anti-Virus updating and support;
 - Continuous or periodic updating of data and information related to all the modules developed;
 - Generation of various reports as required by DDA;
 - Up-gradation of ~~(e-auction)~~ system and e-auction software as and when required.
- (i) Standards/Guidelines
- ISO/IEEE standards for software development
 - ISO/IEO 14143:2007 Information technology - Software measurement - Functional size measurement
 - Guidelines for Indian Government websites.
 - e-Governance Standards

20. Resource Deployment

—The Tenderer shall deploy sufficient staff of skilled professionals and supporting staff for undertaking the project. ASP has to ensure proper availability of e-auction software 24x7.

(i) For Feature Development-

- Whenever, DDA seeks addition / modification of certain feature on urgent basis (to meet certain emergencies), then the ASP will deploy manpower (if need be on 24x7), to meet the feature requirement requisitioned by DDA. However, this will only be in exceptional critical cases.
- In normal cases, if DDA requests seeks addition / modification of certain feature, then the ASP will deploy manpower as per need to meet the feature and timeline requirement requisitioned by DDA.
- For undertaking aforesaid activities, Resources will be mix of Onsite & Offsite and core Project Management team will work with System Department of DDA & Users' community for day to day coordination and implementation of System.

(ii) For O&M: The Tenderer should provide all necessary staff for managing the systems and operations, and should and provide the following staff:

- One Off-site Operations Head (Overall coordinator for O&M Phase) ~~{On Site}~~
- One Off-site ~~site~~ Software Engineers/ Coders (required for application maintenance and modification) - Any additional personnel required for managing the operations (as directed by DDA) shall be provided by the Tenderer at the same cost as indicated in their financial quote.
- One Off-site MIS/ data managers - Any additional personnel required for managing the operations (as directed by DDA) shall be provided by the Tenderer at the same cost as indicated in their financial quote.
- Off-site Supporting office staff.
- One Off-site Helpdesk staff (for user queries and other helpdesk support) during the Auction period. Duration of this support shall be from the date of Notification of Auction to the date of conclusion of Auction and issue of LOI.

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o These (O&M) staff are expected to be maintained by the ASP off-site to ensure smooth running of e-auction system. Bidder's call centre Help-desk (during the Auction period) will be off-site. Only Help-desk manpower (for training / support) will be deputed in DDA on-site.

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21. Capacity building of DDA officials:
 - a. Training provided to department users at each division by using online WebEx solution.
 - b. Mock training imparted on all auction activities
 - c. Training manuals provided in hard and softcopy
 - d. Simulation of end-to-end process of auction made available in a CD
 - e. Workshops using audio-visual projections organized on how to use the Application
 - f. Training on usage of digital signatures provided to each Bidder
 - g. The Departmental User base needs to be trained through the onsite hand holding support will be approximately 25 in house users. However, this training will be from time to time.
 - h. Under Capacity Building, DDA Officers dealing with e-auction programme would be required to be trained from time to time on account of changes / transfers.
22. ASP will be responsible to conduct 3 workshops (2-day duration each with hands on experience) to sensitize around 25 identified (relevant) DDA officials to the features, use cases and applications of the portal. Training for operating the portal, data entry and verification, preparation of reports, system maintenance and upgrading and basic trouble shooting will be provided to 10 DDA personnel through on-the-job and classroom training methods, by providing required training materials for capacity building and competency development on the Workflow Engine Portal developed under this Contract. During O&M Phase too, Capacity Building of DDA officials are required to be provided to facilitate operational continuity of the Portal.
23. Security Audit of Software and website
The ASP shall undertake appropriate Cyber Security Audit of the Portal/Website and the associated application software through the empaneled agencies of CERT-IN of the Government of India, before "go-live" stage, and shall ensure that all uploaded information/database are not replaceable with other.
24. Web Site Development and Quality Certification
Development, Deployment and Maintenance of Web-portal (Internet and Intranet) which provides both informational and transactional facilities to Customers, meeting the Guidelines of Indian Government Websites (<http://web.guidelines.gov.in>), including Website Quality Certification by STQC of Government of India.

SECTION 5: STANDARD FORMS

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

[Location, Date]

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

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 your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

5. 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. 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.

8. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.

9. We shall make available to DDA any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

10. 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.

11. Our Profile details are as below-

Serial No.	Parameters	Response
1	Name of the Firm/Company	

2	Year of Incorporation in India	
3	Names of the Partners/Directors	
4	Name and Address of the Principal Banker	
5	Addresses of Firm/Company	
	a) Head Office	
	b) Local Office in Delhi (if any)	
6	Authorized Contact person	
	a) Name and Designation	
	b) Telephone number	
	c) E-mail ID.	

12. 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. We declare that:

- a) We do not have any conflict of interest in accordance with the terms of the RFQ - cum - RFP.
- b) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ - cum - RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with DDA or any other public sector enterprise or any government, Central or State; and
- c) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- d) We confirm that our company and the Consortium Members (if any), and our back-end service providers, is /are not blacklisted as on date, in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

14. 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 Agency, without incurring any liability to the Applicants.

15. 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.

16. We further certify that neither we nor any of our consortium members have been barred

by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ - cum - RFP.

17. 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.

18. 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.

19. 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 Agency or in connection with the selection process itself in respect of the above mentioned Project.

20. 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.

21. We agree to keep this offer valid for [____] days from the PDD specified in the RFQ - cum - RFP.

22. We have a local Office in Delhi at following address-
[Mention Address]

<or>

We undertake to open a local service support office in Delhi, if we are awarded this work.

23. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.

24. The Technical and Financial Proposal is being submitted in a separate cover in electronic form.

25. This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project solution provided by me, as per the requirements of the RFP for the scope given in this RFP.

26. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. I am 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>

33. I (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.

34. In case my firm qualifies the Pre-qualification, I 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 bid may be treated as null-and-void.

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/Lead Member in case of Consortium.

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this Day of 20

BETWEEN

Chairman DDA represented through Director (Systems),

.....

(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 and Tender process, provide to all

Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

c) The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biases nature.

(2) If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned of if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

(1) It is required that each Bidder / Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s) / Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in Tender process and during the Contract execution.

a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage to any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder(s) / Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents / representatives, if any. Either an Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate 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 [DDA](#) /principal / Owner under law or the Contract or its established policies and laid down procedures, the [DDA](#) /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 [DDA](#) / Principal / Owner after giving 14 days' notice to the contractor shall have powers to disqualify and blacklist the Bidder(s) / Contractor(s) from the present and future 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 [DDA](#)/Principal/Owner. Such exclusion may be forever or for a limited period as decided by the [DDA](#) /Principal / Owner.
2. Forfeiture of EMD / Performance Guarantee / Security Deposit: If the [DDA](#)/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 [DDA](#)/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 ad Security Deposit of the Bidder / contractor.
3. Criminal Liability: If the [DDA](#)/Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the [DDA](#)/Principal / Owner has substantive suspicion in this regard, the [DDA](#)/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

This pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged determined by the Competent Authority, DDA.

Article 7 – Other Provisions

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

Article 8 - LEGAL AND PRIOR RIGHTS

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

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

.....

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

.....
(For and on behalf of Principal/Owner)

WITNESSES:

1.
(Signature, name and address)

2.
(Signature, name and address)

Place:
Dated:

FORM C:

Chartered Accountant Certificate for Turnover and Net Worth

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

{Place}

{Date}

To,

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

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

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

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

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

Financial Year	Net Worth (Book Value in INR Lacs)	Turnover from E-Auction related projects (in INR Lakhs)
2018-2019		
2017-2018		
2016–2017		

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

Place:

Date:

Chartered Accountants Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

FORM D:

Format for Power of Attorney for Authorized Representative

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

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

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

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

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

Accepted
Signature]
[Name] [Designation] [Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required

procedure.

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague 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 Delhi Development Authority, Government of India, New Delhi—110007 (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 and other related documents including without limitation the draft work order for services (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 in terms of relevant clause of the RFQ - cum - RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFQ - cum - RFP Document by the said Bidder and unconditionally and irrevocably 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 if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFQ - cum – RFP Document.
2. Any such 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 due and faithful fulfillment and compliance with the terms and conditions contained in the RFQ - cum-RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ - cum - RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFQ - cum - RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ-cum-RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive 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]).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred eighty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as maybe mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. 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.
6. In order to give full effect to this Guarantee, the Authority shall be titled to treat the Bank as the principal debtor. 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 RFO-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 RFO - 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 with 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.

7. Any notice by way of request, demand or otherwise here under shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

8. 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.

9. 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.

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

11. 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 hereof, 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 E-Auctions conducted in last 3 years	Sums Value of Goods put to Auction

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: Location within country:	Duration of assignment (months):
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) Completion Date (Month/Year)	No. of professional staff-months provided by associated consultants
Name of Lead Partner	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Name of Associated Consultants, if any:	

Narrative description of the Project: (highlight project capital cost in the narration)	
Description of actual services provided by your staff within the assignment:	

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

Firm's Name:

Authorized Signature:

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

Form G:

Technical Proposal Submission Form

[Location, Date]

To
Dy Director (Systems)
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 Data Sheet 3)

Form H

[Location, Date]

Form for Submission of details about past work

Details of Clients

(To be submitted on firm's letter head)

Sl No	Name of Client	Name of Work	Date of Award of work	Date of Completion of work (if any)	Amount	No of E-Auctions conducted in last 3 years	Sums Value of Goods put to Auction

Signature of Authorised Signatory

Date

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

A. Functional Requirement of Solution

SI NO.	PRODUCT FEATURE	DESCRIPTION	COMPLIANCE YES/NO	Please provide details how the requirement is complied.
1.	Auction formats	Auction Reverse/Multi Currency including Rank bidding, Formats Anonymous & Alias bidding, Multi Line bidding, Multiple Lot bidding, Package Auction and/ or any other formats.		
2.	Parameters	Defining and Setting of <ul style="list-style-type: none"> • Opening Price, Historic Price, Reserve Price, Landed & Base Price, Bid factor • Start and End Time. • Automatic and Manual Extensions and Closing rules. • Data validation rules, Auction Rules like lowest/highest bid wins or highest/lowest quality wins etc. • Uploading file attachments. • Placing of exit Bids etc. 		
3.	Messaging	Broadcast message to Suppliers during the auction for information and clarifications.		
4.	Scalability	The solution should be scalable to meet the requirements of the DDA for the next 5 years from the date of placing the Purchase Order.		
5.	User Interface	<ul style="list-style-type: none"> • GUI based Wizard Driven Configuration Customized Look & Feel, Graphical Representation, Online/ Onscreen help features, Auto scaling graph etc. On the Bidding screen, Remaining Time of the event should be displayed synchronized with the server time in decremented manner.		
6.	Mandatory features	<ul style="list-style-type: none"> • Admin should be able to monitor user connectivity. • Portal must be available on 24x7 basis. • Online Maintenance support must be available 24x7 basis. 		
		<ul style="list-style-type: none"> • The software should be capable of generating detailed reports in Excel/ HTML 		

7.	Reports	<p>and PDF, CSV, DOC, ODF other format specified by the DDA.</p> <ul style="list-style-type: none"> • The software should be capable of providing event-wise bid histories & Supplier wise, Product wise, date wise reports. • Actual savings report, category wise reports, transaction based reports, aggregated reports per category cross suppliers. • System should have the provision to generate L1, L2, L3 chart dynamically. • Visibility to reports is granted through the use of report privileges like Admin reports, Originator Reports and Bidder Reports. These privileges will be granted by the organization administrator Audit Trails-Logs to be available for all user transactions & administrative actions. 		
8	Third Party Audit	The implemented solution may be audited by competent third party assigned by DDA at least once a year or as per the DDA's requirement.		

SI No 2 & 7 will carry 2 marks. Rest of the parameters will carry 1 mark each.

Marks will be awarded on the basis of qualitative assessment by the Tender Committee, on the basis of the fact whether the application meets the requirement of the Department.

FORM K

9. Security Considerations			
SI	Feature	COMPLIANCE (Y/N)	Please provide details how the requirement is complied.
1.	Whether the application is secure from making any temporary distortion in the electronic, posting of tender notice, just to mislead certain vendors?		
2.	If yes at above, then whether any automatic systems alert is provided in the form of daily exception report in the application in this regard?		
3.	Whether application ensures that the tender documents issued to/downloaded by bidders are complete in shape as per the approved tender documents including all its corrigendum?		
4.	Is there any check available in the application to detect and alert about the missing pages to the tenderer, if any?		
5.	Whether application ensures that all the corrigendum issued by the Competent Authority are being fully communicated in proper fashion to all bidders including those who had already purchased/downloaded the bid documents well ahead of the due date and before uploading the corrigendum?		
6.	Whether system is safe from sending discriminatory communication to different bidders about the same e-tendering process?		
7.	Whether e-procurement solution has also been customized to process all type of tenders viz Limited/ Open/ Global Tenders?		
8.	Whether online Public Tender opening events feature are available in the application?		
9.	Whether facilities for evaluation/ loading of bids, strictly in terms of criteria laid down in bid documents are available in the application?		
10.	Whether sufficient safeguards have been provided in the application to deal with failed attempt blocking?		
11.	Whether application is safe from submission of fake bids?		
12.	Whether encryptions of bids are done at clients end?		
13.	Whether safety against tampering and stealing information of submitted bid, during storage before its opening is ensured?		
14.	Whether application is safe from siphoning off and decrypting the clandestine copy of a bid encrypted with		

	public key of tender opening officer?		
15.	Whether application is safe from mutilation/sabotage or otherwise rendering the encrypted bid in the-tender box during storage to make it unreadable/invalid in any form, before opening of the bids?		
16.	Whether introduction of special characters/executable files etc. by users are restricted in the application.		
17.	Whether validity check of DSC is being done at server end?		
18.	Whether system supports the feature that even though if a published tender is being deleted from the application, system does not allow permanent deletion of the published tender from the Database?		
19.	Whether sufficient security features are provided in the application for authentication procedure of the system administrator like ID, password, digital signature, biometric etc?		
20.	Whether audit trails are being captured in the application on media not prone to tampering, such as optical write once?		
21.	Whether log shipping feature is available, where a separate dedicated server receives the logs from the application over a web in real time?		
22.	Whether integrity and non-tampering is ensured in maintaining the server clock synchronization and time stamping?		
23.	Whether application generates any exception report/system alerts etc. to indicate the resetting of the clock, in case the application for time stamping is killed at the server level and time is manipulated?		
24.	Whether application ensures that the quotes from various bidders with their name are not being displayed to anyone including to the organization during carrying out of the e-reverse auctioning process?		
25.	Whether application is fit for usage complying with the requirements of tender processing viz. Authenticity of tenderer, non-repudiation and secrecy of information till the actual opening of tenders.		
26.	Whether any comprehensive third party audit [as per statutory requirement and also as per the requirements of e-tender processing (compliance to IT Act 2000 and its amendments)] was conducted before first putting it to public use?		
27.	Whether application complies with the CVC guidelines Circular dated 17.09.2009 security considerations for e-procurement Systems.		

Marks will be awarded on the basis of qualitative assessment by the Tender Committee, on the

basis of the fact whether the application meets the requirement of the Department.

FORM L

Policy for Transmission of Data

Sl. No.	Requirement of the DDA	COMPLIANCE YES/NO	Please provide details how the requirement is complied.
i) Security guidelines (1 Mark)			
1.	Bidder's site should be a secured site certified by a reputed IS audit firm specialized in IT security or a Govt. agency CERT-IN or by an internationally recognized agency.		
2.	The system should be resistant to spoofing, tampering of data, repudiation, and information disclosure, denial of service and elevation of privilege.		
3.	DDA will be the sole owner of all the data/information asset which cannot be shared to any other party without prior written permission of the DDA.		
4.	Secure transmission between server and client. All data should be encrypted when sent over networks other than the DDA's own network.		
5.	The data should be encrypted using symmetric or asymmetric keys. However, the exchange of keys for symmetric encryption should be conducted using asymmetric keys. Specially, encryption methodology like TLS must be deployed while communicating with the payment gateway or TLS 2 over public network.		
6.	There should be provision for dynamically changing the keys used for encryption. If static keys are used they should be changeable periodically.		
7.	Asymmetric keys should have minimum length of 1024 bit.		
8.	Encryption algorithms like 3DES, AES, RC4 and blowfish use with of 128 bit keys (1024 bits for RSA) at a minimum.		
9.	The entire process has to be PKI enabled and digitally signed & encrypted.		
ii) Application security (2 marks)			
1.	All users should be authenticated before access is provided.		
2.	Application should enforce minimum password length of 8 characters.		
3.	Password expiry should be set.		
4.	Password history should be maintained. The last 5 passwords should not be usable.		

5.	Account lockout feature should be configured.		
6.	Web based applications should comply with security standards including OWASP.		
7.	Role based access is mandatory.		
8.	Time based access is mandatory.		
9.	IP based access (optional)		
10	Biometric access (optional)		
.			
11	Time stamping of all events.		
.			
12	The authentication mechanism of the e-Auction application should ensure that the credentials are submitted on the pages that are server under SSL.		
.			
13	The application should enforce access control model to ensure that the parameter available to the user cannot be used for launching any attack.		
.			
14	The session tokens should be adequately protected from guessing during an authenticated session.		
.			
15	The application should ensure that it does not present user error messages to the outside world which can be used for attacking the application.		
.			
16	The application may accept input at multiple points from external sources, such as users, client applications, and data feeds. It should perform validation checks of the syntactic and semantic validity of the input. It should also check that input data does not violate limitations of underlying or dependent components, particularly string length and character set. All user-supplied fields should be validated at the server side.		
.			
17	Logging should be enabled across all applications in the environment.log file data is important for incident and trend analysis as well as for auditing purposes.		
.			
18	The application should log failed and successful authentication attempts, changes to application data including user accounts, serve application errors, and failed and successful access to resources.		
.			
19	When writing log data, the application should avoid writing sensitive data to log files.		
.			
iii)	<u>Operating System Security (1 mark)</u>		
1.	Default accounts should be disabled.		
2.	All users should have a unique user-id. There should be no sharing of user accounts.		
3.	Operating System should enforce minimum password length of 8 characters.		
4.	Password expiry should be set.		
5.	Password history should be maintained. The last 5 passwords should not be usable.		

6.	Account lockout feature should be enabled.		
7.	The Operating System should force a new user to change the password at first logon.		
8.	Operating system should enforce password complexity with the following characteristics: a. Password should not contain any portion of user-id. b. Password should have a combination of upper-case and lower- case alphabets, numerals and special characters.		
iv)	Database Security (2 marks)		
1.	All users should be authenticated before providing access.		
2.	There should not be any account with default password or with no password.		
3.	All users should have a unique user-id. There should be no sharing of accounts.		
4.	User accounts should be created in the database for application access database backup and database optimization. All accounts should be provided access only to the database tables used by the specific application.		
5.	The default user profile should be modified to enforce account policy settings.		
6.	The database should enforce minimum password length of 8 characters.		
7.	Password history should be maintained.		
8.	Account lockout feature should be enabled.		
9.	Password expiry should be set.		
10	Integrity of data in concurrent user mode should be designed in the database through record locking or two-phase locking/commit features.		
11	Referential integrity should be maintained in the database design and should include cascading update and cascading delete.		
12	Logging should be enabled for security related events		
13	Sensitive data should be encrypted or hashed in the database and file system. The application should differentiate between data that is sensitive to disclosure and must be encrypted, data that is sensitive only to tampering and for which a keyed hash value (HMAC) must be generated, and data that can be irreversibly transformed (hashed) without loss of functionality (such as passwords). The application should store keys used for decryption separately for the encrypted data.		
14	Sensitive data should be encrypted prior to transmission to other components. It should be verified that intermediate components that handle the data in clear-text form, prior to transmission or subsequent to receipt, do not present an undue threat to the data. The application should take advantage of authentication features available within the transport security		

	mechanism. Specially, encryption methodology like SSL must be deployed while communicating the payment gateway over public network.		
v)	<u>Hardware Requirements at Data Centre (2 marks)</u>		
1.	Entire Hardware required at Data Centre and, for implementing the e-Auction, shall be procured, deployed and maintained by the Bidder.		
2.	The proposed configuration of Hardware shall cover CPU, main memory required, storage requirement, auto-backup, dual systems for fault free operations, devices, etc. which takes into consideration the present and future volume estimates, current technology, and path for upgrade/growth. Dual system redundancies should be built in the proposed hardware to ensure the desired performance needs considering the load on the system in terms of transaction volumes, estimated number of users, etc.		
3.	Deploy all Hardware and Software to handle the present and future estimates of volume of data and transactions for at least 5 years and on extended tenure, if any		
4.	Deployment of routers, Firewall, IPS/IDS, Remote Access and network segmentation for perimeter defense.		
5.	Network authentication through deployment of password policy for accessing the network resources to minimize unauthorized access to the e-Auction system at system level.		
6.	Deployment of logging at OS/network level and monitoring the same.		
7.	The security of individual servers, workstations and network hosts, especially when remote access is allowed should be in place to resist common attacks.		
8.	Servers, Workstations and network hosts should be updated with latest patches, latest security updates whenever released.		
9.	Suitable control like anti-virus, anti spyware etc. should be deployed on the hosts associated with e- Auction system. Otherwise suitable operating system which is immune to virus, Trojan and malware should have been deployed.		
10.	The load balancing of the web application should be implemented depending on the number of expected hits and access the options for clustering of servers.		
11.	Suitable management procedure should be deployed for regular back-up of application and data. The regularity of data backup should be in commensurate with the nature of transaction/ business translated into the e-Auction system.		
12.	Suitable management procedure should be deployed for regular back-up of application and data. The regularity of data backup should be in commensurate with the nature of transaction/ business translated into the e-Auction system.		
vi)	<u>Access Control (2 mark)</u>		

1.	Application should enforce an authorization mechanism that provides access to sensitive data and functionality only to suitably permitted users.		
2.	The role-based access controls should be enforced at the database level as well as at the application interface.		
3.	Authorization checks should be followed post successful authentication and all attempts to obtain access without proper authorization should be logged.		
4.	There should be regular testing of key applications that process sensitive data and of the interfaces available to users through internet that includes "black box" informed testing against the application to determine is users can gain access to data from other accounts.		
5.	Public Key Infrastructure (PKI) should have been implemented which		
	are required in order to establish non-repudiation and to ensure the security of the online system.		
6.	It should be ensured that participating contractors and suppliers, as well as the department users, will be using Digital Signature Certificate (DSC) by a licensed Certification Authority.		

Marks will be awarded on the basis of qualitative assessment by the Tender Committee, on the basis of the fact whether the application meets the requirement of the Department.

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 of Employment	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**

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

Subject: Services for [name of assignment].

Dear Sir,
 [Location] [Date]
 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-

Sl. No.	Items/ Events	Price excluding taxes (INR)	No of Units per month*	Taxes (%)	Total cost per month (incl tax) (INR)
	(a)	(b)	(c)	(d)	(e) = (b) * (c) * (1 + d%)
1	Retainership Fee Per month		1 month		
2..	e-Auction Fee (e-Auction, Reverse Auction, Forward Auction) Service price per event (<u>see Data sheet 6, Clause 4 and 5 for definition of per event</u>)		150 events per month <u>(e.g. If single sale notice has 5 property with 5 reserve price then, it will be counted as 5 events).</u>		
3	TOTAL COST PER MONTH INCL TAX IN FIGURES				
4	TOTAL COST PER MONTH INCL TAX IN WORDS				

* For the purpose of calculating financial proposal. Actual number of events may vary from month to month.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from

arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

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

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

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

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

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory: Name of
Firm:
Address:

Form O: Summary of Costs *

[NOT REQUIRED FOR THIS TENDER]

FORM P: Standard Form of Work Order

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

No _____

[Date , Place]

To
M/S[_____]

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

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

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

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

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

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

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

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

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

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

We Remain,
(_____)

Dy Dir Systems

FORM Q
Form for Agreement

AGREEMENT

THIS AGREEMENT is made on the day of2019 at.....India

BETWEEN

The <Delhi Development Authority> having its office at , e-mail (hereinafter referred to as "the **DDA Purchaser**") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized agents, representatives and permitted assigns of the First Part.

AND

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

WHEREAS

- (a) The **DDA Purchaser** had invited the bids *vide* their tender no. <insert service details> Dated xx.xx.xxxx (hereinafter referred to as 'Tender Document') for "Subject-----"
- (b) The AGENCY had submitted its proposal dated xx/xx/201x (hereinafter referred to as the 'Tender') for the provision of such services (i.e.) in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and the tender documents.
- (c) The **DDA Purchaser** 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) **DDA Purchaser** has agreed to disclose, transmit, receive, and/or exchange certain "confidential information" to cover the business transaction between parties for the provision of services related to.....("the Purpose") as more particularly described in Purchase Order no., issued by **DDA Purchaser** in favor of the Agency
- (e) 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 Refence details> Dated<insert date>.
- 2) All the terms and conditions as mentioned in the tender document *vide* no. <insert Tender Refence details> Dated<insert date> are ipso facto applicable under this Agreement.
- 3) The following documents shall form part of this Agreement and be read and construed accordingly:-

a	Price Details	Annexure-A
b	Tender Document	Annexure-B
c	Corrigendum issued by DDA on the Tender Document	Annexure – C

d	Technical Bid submitted by Agency	Annexure - D
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- 4) 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.
- 5) In consideration of the payments to be made by the DDA-Purchaser to the Agency as hereinafter mentioned, the Agency hereby covenants with the DDA Purchaser to provide *<insert service detail>*, in conformity in all respects with the provisions of this Agreement/Tender Documents.
- 6) The DDA Purchaser hereby covenants to pay the Agency in consideration of the provision of *<insert service detail>* therein, the Agreement Price or such other sum as may become payable under the provisions of the Agreement/Tender Documents at the time and in the manner prescribed by the Agreement/Tender Documents.
- 7) The total value of the Contract shall not exceed **₹xxxxxxxxxxxx/- (Rupees xxxxxxxxxxxxxxxxxxxxxxxx Only) (GST extra as applicable)**.
- 8) This agreement shall be effective from **dd/mm/yyyy** (hereinafter "the said date" i.e. the date of signing of this Agreement and shall remain valid for a **period of** *<insert period details in terms of month or year>* **from the date of signing of this Agreement.**

Commencement, completion, modification and termination of work order

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

Obligations of the Agency

- 13) General: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the Purchaser- DDA, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Sub- consultants or third parties.
- 14) Prohibition of Conflicting Activities: Neither the Agency nor their Sub- consultants nor any other firm with which they might be associated, 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.
 - c) participate in bidding for any goods or works of which e- Auction is carried out through the Agency's software.
- 15) 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.
- 16) 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).
- 17) 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 Purchaser](#).

- 18) 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 Purchaser](#).

Obligations of the [DDA Purchaser](#)

- 19) Assistance and Exemptions: The [DDA Purchaser](#) 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;
- 20) 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;

Confidentiality Clauses

- 21) Interpretation : In this Agreement "Confidential Information" means all information belonging to a Party that is or has been disclosed to one Party (the "Receiving Party") by the other Party (the "Disclosing Party") in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.
- 22) Notwithstanding the foregoing, "Confidential Information" shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.
- 23) Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.
 - a) disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, partners, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
 - b) use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
 - c) disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the project with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
 - d) use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its clients or any member of their group or their projects.
- 24) The Receiving Party also agrees and accepts that it may endeavor:
 - a) use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
 - b) keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
 - c) limit access to such Confidential Information to those of its (including its Affiliates") directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
 - d) upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and

immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

- 25) Return or destruction: The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the other party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.
- 26) Permitted disclosure: The provisions of paragraph 23 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.
- 27) Ownership of Information: Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.
- 28) No Representation: Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.
- 29) Remedies and Relief: The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

Payments to the Agency

- 30) The Agency shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the [e-DDA Purchaser](#) against any inaccuracy in the work, which might surface during implementation of the project.
- 31) Advance payment will not be considered.
- 32) 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.
- 33) 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 purchaser](#).
- 34) Currency: The price is payable in local currency i.e. Indian Rupees.
- 35) 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.
- 36) 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 Purchaser](#) shall be discharged and released of all liabilities under the contract in respect of such claim.

Assignment and Charges

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

Force Majeure

- 39) Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country (such as war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts) (hereinafter referred to as "events") provided such event is duly endorsed by the appropriate authorities/chamber of commerce in the country.
- 40) 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.
- 41) 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.
- 42) 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.
- 43) 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 nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance.
- 44) Deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the [DDA purchaser](#) as to whether the deliveries have so resumed or not, shall be final and conclusive, provided that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the [DDA purchaser](#) may, at his option, terminate the Contract.
- 45) 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.
- 46) Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall be entitled to continue to be paid under the terms of this Work order.

Termination

- 47) By the [DDA Purchaser](#): The [DDA Purchaser](#) 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 Purchaser](#) 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 Purchaser](#) a false statement which has a material effect on the rights, obligations or interests of the Purchaser. If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser;
 - f) within seven (7) days, if the Agency, in the judgment of the [DDA Purchaser](#) has engaged in Corrupt or

Fraudulent Practices in competing for or in executing the Work order;

- g) if the [DDA Purchaser](#), in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days' decides to terminate this Work order.
- 48) 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.
- 49) Payment upon termination: Upon termination of this Work order, the Purchaser 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 47 the Agency shall not be entitled to receive any agreed payments upon termination of the Work order. However, the [DDA Purchaser](#) may consider to make payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the [DDA Purchaser](#). Under such circumstances, upon termination, the [DDA Purchaser](#) 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 Purchaser within 30 days of termination date.
- 50) 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:

- 51) 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

- 52) In the event Agency fails to execute the project as stipulated in the delivery schedule, or to the satisfaction of the [DDA Purchaser](#) or fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the [Purchaser- DDA](#) due to breach of any obligations of the Agency under this Agreement, [DDA Purchaser](#) reserves the right to procure similar or equivalent Services/Deliverables from another alternate source at the risk, cost and responsibility of the Agency.
- 53) Any incremental cost borne by the [DDA Purchaser](#) 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 Purchaser](#) shall serve a notice period of 1(one) month to the Agency.

Limitation of Liability

- 54) 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.
- 55) Except in the case of Gross Negligence or Willful 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 Purchaser](#) 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.
- 56) This limitation of liability slated 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.
- 57) 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) "Willful 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

58) Agency shall indemnify, protect and save the DDA Purchaser and hold the Purchaser-DDA harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- (i) an act or omission of the Agency, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract,
- (ii) breach of any of the terms of this RFP or breach of any representation or warranty by the Agency
- (iii) use of the deliverables and or services provided by the Agency,
- (iv) 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 Purchaser;
- (v) Infringement of any patent trademarks copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project. Agency shall further indemnify the DDA Purchaser against any loss or damage to the DDA Purchaser's premises or property, Purchaser's data, direct financial loss, loss of life, etc., due to the acts of the Agency's employees or representatives. The Agency shall further indemnify the DDA Purchaser against any loss or damage arising out of loss of data, claims of infringement of third- party copyright, patents, or other intellectual property, and third- party claims on the DDA Purchaser for malfunctioning of the equipment or software or deliverables at all points of time, provided however,
 - a) The DDA Purchaser notifies the Agency in writing in a reasonable time frame on being aware of such claim,
 - b) The Agency has sole control of defense and all related settlement negotiations,
 - c) The DDA Purchaser provides the Agency with the assistance, information and authority reasonably necessary to perform the above, and
 - d) The DDA Purchaser does not make any statement or comments or representations about the claim without prior written consent of the Agency, except under due process of law or order of the court.

(vi) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter).

- 59) DDA Purchaser stands 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 Purchaser also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower / Agency's manpower while discharging their duty towards fulfilment of the purchase orders.
- 60) It is clarified that the Agency shall in no event enter into a settlement, compromise or makes any statement (including failure to take appropriate steps) that may be detrimental to the DDA's Purchaser's (and/or its customers, users and service providers) rights, interest and reputation.
- 61) Agency shall be responsible for any loss of data, loss of life, etc, due to acts of Agency's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.
- 62) Agency should take full responsibility for its and its employee's actions. Further, since the DDA Purchaser's data could be integrated / used under Agency provided software, the Agency should be responsible for loss/compromise or damage to DDA Purchaser's data.
- 63) The Agency should indemnify the DDA Purchaser (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:
 - (i) IP infringement under any laws including Copyrights Act 1957 & IT Act 2000 and such other statutory acts and amendments thereto.
 - (ii) Negligence and misconduct of the Agency, its employees, and agents.
 - (iii) Breach of any terms of RFP, Representation or Warranty.
 - (iv) Act or omission in performance of service.
 - (v) Loss of data due to any of the reasons mentioned above.

- 64) Indemnity would be limited to the damages as awarded by arbitrator / court for direct claim and shall exclude indirect, consequential and incidental damages provided that the claims against users and service providers of the DDA Purchaser and also claim by and against customers would be considered as "direct" claim.
- 65) In the event that the DDA Purchaser is called as a defendant for IPR infringement of patent, trademark or industrial design rights arising from use of any of the components of the supplied solution, the Agency on its own expense will undertake to defend the DDA Purchaser.
- 66) It will be the Agency's responsibility to rapidly do away with such third- party claims. The Agency will also pay any compensation arising from the infringement claims and the DDA Purchaser will in no manner be responsible for such payments. In addition, the Agency will bear all the related expenses and legal fees.
- 67) On its part, the DDA Purchaser will immediately relay to the Agency any such claims and offer assistance within reasonable limits to rid the claim.
- 68) The Agency must undertake to indemnify that all the components delivered are free of defects, are brand new and original. If at some stage it is discovered that the components do not meet these criteria, the DDA Purchaser has the right to cancel the order and the Agency will have to refund the total amount received from the DDA Purchaser along with the interest and separate penalties. Similar conditions apply to software; as well the system software must be licensed and original.
- 69) As soon as reasonably practicable after the receipt by the DDA Purchaser of a notice of the commencement of any action by a third party, the DDA Purchaser 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 Purchaser or the third party.
- 70) The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof.
- 71) The foregoing provisions are in addition to any rights which the DDA Purchaser may have at common law, in equity or otherwise.
- 72) The Agency shall at all times indemnify and keep indemnified DDA Purchaser 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.
- 73) All claims regarding indemnity shall survive the termination or expiry of the Work Order.

Settlement of disputes and Arbitration

- 74) 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 Purchaser 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.
- 75) 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 Purchaser 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.
- 76) If the Agency doesn't agree with the opinion of the Vice-Chairman of the DDA Purchaser, the matter shall be referred to a panel of three Arbitrators: one Arbitrator to be nominated by DDA Purchaser, 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

- 77) 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.
- 78) 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

- 79) In case of deployment of COTS products: [DDA Purchaser](#) 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 Purchaser](#). The Agency should create a repository of such resources and provide access to [DDA Purchaser](#). The Agency undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to the [DDA Purchaser](#) 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 Purchaser](#): -
- (a) Agency shall not only support [DDA Purchaser](#) 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 Purchaser](#), in case [DDA Purchaser](#) chooses to maintain / upgrade the COTS proposed, either directly or through third party agency(ies);
 - (b) Continued support to the [DDA Purchaser](#) will be subject to the purchase of support by the [DDA - Purchaser](#) post termination / expiry of contract;
 - (c) The customized source code with its full rights shall be handed over to the [DDA Purchaser](#).
 - (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 Purchaser](#), 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 Purchaser](#). 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 Purchaser. The Source Code of the Customization / bespoke code needs to be transferred to PURCHASER as a part of knowledge transfer.
- 80) If [DDA Purchaser](#) 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 or services supplied / installed by the Agency, and which may be assigned by the [DDA - Purchaser](#) 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 Purchaser](#), 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 Purchaser](#).
- 81) 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 Purchaser](#) indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual Property Rights by the Agency or the Agency's Team during the course of performance of the Services. In case of any infringement by the Agency / Agency's Team, Agency shall have sole control of the defense and all related settlement negotiations.
- 82) Documents Prepared by the Agency to be the Property of the [DDA Purchaser](#): 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 Purchaser](#), and the Agency shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the [DDA Purchaser](#), 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 Purchaser](#).
- 83) If a third party's claim endangers or disrupts the [DDA Purchaser](#)'s use of the Deliverables, the Agency shall at no further expense, charge, fee or cost to the [DDA Purchaser](#), (i) obtain a license so that the [DDA Purchaser](#) may continue use of the Deliverables in accordance with the terms of this RFP.
- 84) Agency shall indemnify and keep fully and effectively indemnified the [DDA Purchaser](#) from all legal actions, claims, or damages from third parties arising out of use of software, designs or processes used by Agency or his subcontractors or in respect of any other services rendered under this RFP.

Warranties for Software/ Application

- 85) 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, SRS (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 Purchaser](#), will be free from defects in material or workmanship, and shall be free from any viruses, bugs etc.

- 86) The Agency represents warrants and covenants that the Technical Documentation delivered to the [DDA Purchaser](#) 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

- 87) 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 Purchaser](#).

Performance Security

- 88) 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.
- 89) If the [DDA Purchaser](#) 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 Purchaser](#) 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 Purchaser](#) shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the [DDA Purchaser](#) will refund to the Agency the full amount of the bank guarantee, unless the Purchaser 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 Purchaser](#) will not be liable to pay any interest on such balance.
- 90) The [DDA Purchaser](#) 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 Purchaser](#) in accordance with the provisions hereof, be released by the [DDA Purchaser](#) within a period of 60(Sixty) Days from the date of completion of the services.
- 91) The [DDA Purchaser](#) 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 Clause3.2.1 of this Work Order;
 - c) any material breach of the terms hereof; and/or
- 92) 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 Purchaser](#) 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 Purchaser](#)

Signed :

Signed :

Name :

Name :

Date :
Place : New Delhi

Date :
Place : New Delhi

In the presence of:

Signed :

Name :

Date :
Place : New Delhi

In the presence of:

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, 2018 by M/s..... through Shri..... duly authorized representative of the (hereinafter referred to as which expression shall unless context requires different or another meaning, include its successors, administrators and assigns) in favour of the Delhi Development Authority, a body corporate constituted under Section 3 of Delhi Development Act, 1957 (hereinafter called "The Authority" which expression shall include its successors and assigns).

WHEREAS has entered into an agreement executed on, 2018 with the Authority (hereinafter referred to as "The said Agreement") for the "<Name of the tender>".

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

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

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

EXECUTANT

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

Witness:
1.

2.

FORM 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 Purchaser, Government of India (hereinafter referred as the 'DDA Purchaser', 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 Purchaser'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 Purchaser 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 Purchaser 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 Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the DDA Purchaser 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 Purchaser discharges this guarantee.

The DDA Purchaser 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 Purchaser 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 Purchaser and to exercise the same at anytime in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the DDA Purchaser and the Agency any other course or remedy or security available to the DDA Purchaser. The Bank shall not be relieved of its obligations under these presents by any exercise by the DDA Purchaser 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 Purchaser or any other indulgence shown by the DDA Purchaser 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 Purchaser 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 Purchaser may have in relation to the Agency's liabilities.

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

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

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount

in figure and words] and it shall remain in force 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.
is not applicable.

Dated Strike out, whichever

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