

Delhi Development Authority
[Systems Department]
Vikas Sadan, INA ,New Delhi 110 023

F3(25)2015/sys/

Issued to :
M/s _____

Serial no.
Dated :

Subject : E-Tender for “Internet Leased Circuits”.

Enclosures:

- | | |
|---|-------------|
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(Tenderers are required to participate as per e-tendering procedure of DDA)

E-tenders are invited for the “Internet Leased Circuits” at <http://eprocure.gov.in/eprocure/app>, as per the requirements described in Scope of work given in Annexure-1.

The terms and conditions shall be as under:-

Tenderers are required to deposit E-Tender Annual Charges **Rs. 20,000** and EMD amounting **Rs. 200000/-** through separate transactions with RTGS/NEFT 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) the unique transaction reference of RTGS/NEFT shall have to be uploaded by the prescribed date. The Dy Director (Systems) will get E-tender annual charges, and EMD verified from Sr. A.O Cash Main on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened. Tenders not accompanied with E-tender Annual charges or EMD shall not be considered.

Tenderers **must read complete tender document** before filling bids. Many important terms and conditions are given in draft of agreement (annexure-2) and other annexures , to avoid duplication, which may effect your costing and execution of contract. The **bid** shall remain **valid for 180 days** from the last days of submission of tender.

1. The unique transaction reference on RTGS/NEFT against EMD, E-Tender Annual Charges shall be placed online at specified location for Tender for "Internet Leased Circuits".
2. **The technical Bids shall be opened online** in the presence of a committee or their representatives by authorized bid openers. Price Bids of only those tenderers shall be opened whose technical bids qualify, at a time and place of which notice will be given. 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 Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
3. The Tenderer should furnish Earnest Money in the form of NEFT/RTGS .The amount will be retained by DDA as part of security deposit, in case tender is accepted, otherwise it will be refunded. However no interest shall be payable on the earnest money.
4. The tender shall be submitted online in two parts, viz., technical bid and price bid.

Technical Bid

The Tenderers are required to furnish following documents in technical bid:-

- i) Scanned Copy of Description of tenderer company as per Annexure-3.
- ii) Scanned Copy of Details of the tenderer Company experience in the same field (Annexure-4).
- iii) Scanned Copy of Undertaking as per Annexure-5.
- iv) Scanned Copy of Audited balance sheet for preceeding 3 years showing the total revenue and revenue earned from similar nature of work.
- v) Scanned Copy of Certificates of satisfactory services from the Govt.organisations, Public Sector Undertaking, reputed Private Companies where similar type of services have been provided by the tenderer in last three years with name, designation and telephone numbers of the contact person in the said organization who could be contacted for necessary verification.
- vi) Scanned copy of RTGS/NEFT number slip/printout of payment made for e-tendering charges as detailed in para 2 and 3 of "General Instructions to bidders" Annexure-8
- vii) Scanned Copy of reference of RTGS/NEFT(EMD)
- viii) Scanned Copy of Tender Acceptance Letter (Annexure-10).
- ix) Scanned Copy of requisite document in support of " Eligibility criteria of tenderer".

Any tender found lacking with respect to the necessary information and /or documents and/or Earnest Money etc.in the Technical bid will not be considered.

Price Bid

- i) Schedule of price bid in the form of BoQ_XXXXX.xls

5. The Tenderers shall submit the financial bid as per Annexure 7. Same is provided in .xls format along with this tender document. **Bidders are advised to download and quote rates and upload in the site at the respective location.**
6. On the basis of preliminary 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 service-centre. The committee will short list the bids according to capabilities and skills of the tenderers and open the financial bids of only the short-listed tenderers who are found technically suitable.
7. The decision arrived at for finally short-listing the tenderers by the tender Committee and the Pr Commissioner (Systems) shall be final and binding upon all the tenderers.
8. Pr Commissioner (Systems), DDA shall have the right to reject all or any of the tenders including the lowest tender without assigning any reason whatsoever.
9. 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 Annexure II appended herewith, and shall furnish a demand draft of the amount equivalent to 5% of the estimated cost of the work as security deposit after adjusting the earnest money and shall also furnish a Bank Guarantee of the amount equivalent to 7% of the estimated cost of the work as Performance Bank Guarantee. The Performance Bank Guarantee will be invoked by DDA in case the performance of the vendor is not found satisfactory during the period of Scanning of documents and data entry contract.
10. If the tenderer, who's tender, is accepted, does not furnish the security deposit and Performance Bank Guarantee and does not execute the agreement within the prescribed time, the entire earnest money shall stand forfeited
11. 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. No conditional tender shall be accepted and is liable to be rejected.
12. 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 Annexure II appended herewith.
13. If the tenderer, whose tender is accepted, does not execute the agreement within the prescribed time, the entire earnest money shall stand forfeited.
14. The tenderer shall start providing the services within one month of signing of the agreement else it shall be considered that tenderer is not interested in providing the services and entire earnest-money/security-deposit shall stand forfeited.

15. The assignment is initially for a period of one year which can be extended by DDA for second and third year, at its absolute discretion, if services are found satisfactory . No supplementary agreement is necessary for this. A formal letter from DDA to this effect & acceptance from agency shall suffice. 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.
16. The Tenderers shall be free to discuss the issues, if any, with Pr Commissioner (Systems), Director(Systems) & DD(Systems) with prior appointment.
17. If the tenderer finds any hindrance in the start of the services (i.e. internet services and making the leased server available) so as to necessitate an extension of time allowed in the tender, the tenderer shall apply in writing to Pr Commissioner(Systems) who may grant the same in writing, if reasonable and satisfactory cause is shown. The extension can be granted by the Pr Commissioner(Systems), for a maximum period of one month, in his absolute discretion and if he finds the cause shown as genuine and sufficient.
- 18. Eligibility Criteria of Tenderer:**
 - a. The Tenderer must have had a turnover of more than Rs. 50 crores in the previous three year.
 - b. The Tenderer must have Tier3 Internet Data Center and a 24 x 7 Call Centre (to take care of the upkeep, maintenance of services and ensure smooth functioning).
 - c. The Tenderer must be class 'A' Internet Service Provider (ISP) as per classification of Department Of Telecommunication Govt of India.
 - d. Tenderer should have atleast two International (ILD) gateways i.e., one main and other as fallback arrangement.
 - e. Tenderer must have direct peering with multiple tier-1 ISPs.
 - f. Tenderer must have relevant experience of minimum 5 yrs in Connectivity Services.
19. The tenderer will not sub-let / sub-contract after getting the assignment. In the event of tenderer sub-letting the work / sub-contracting after the award of the work, the tenderer shall be considered to have thereby committed a breach of agreement and performance bank guarantee shall be invoked. The tenderer shall have no claim for any compensation or any loss on this account.
20. The decision of the VC, DDA with respect to any of the matters pertaining to the 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.
21. In case of any dispute between parties of this contract, the same shall be subject to the jurisdiction of Delhi Courts only

IMPORTANT NOTE:

- 1) Tender documents may be downloaded from Central Public Procurement Portal

<https://eprocure.gov.in/eprocure/app> . Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app> . The portal enrollment is free of cost. Bidders are advised to go through instructions provided at **Annexure-9 regarding 'Instructions for online Bid Submission'** .

2) 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 website <https://eprocure.gov.in/eprocure/app> .

3) Tenders and supporting documents should be uploaded through e-procurement. Hard copy of the tender documents will not be accepted.

Dy Director(Systems)

1. Internet Leased Circuit

1) Internet

Scope includes installation, commissioning, testing & assured upkeep of complete Internet Leased Circuits for the entire duration of assignment/contract. These have to be operational 24hrs * 7 days a week basis with 98% uptime. Last mile connectivity till DDA office for internet circuits is required on fibre and backup RF or OFC of same bandwidth. Requisite load balancer, modems and managed routers are to be provided by tenderer which will remain property of tenderer. Tenderer is advised to visit the site to inspect available setup/Infrastructure. Internet Leased Circuit are required at following sites :

- i) 500 Mbps (1:1) Internet Leased Circuit at DDA Vikas Sadan office (near INA)
- ii) 400 Mbps (1:1) Internet Leased Circuit at DDA Vikas Minar office (near ITO)
- iii) 100 Mbps (1:1) Internet Leased Circuit at DDA Vikas Minar office (near ITO) for UTTIPEC.
- iv) **50 Mbps (1:1) Internet Leased Circuit at DDA as per Annexure 11 locations.**

2) Service provider shall maintain the Hardware, Systems Software and Network(LAN/WAN) required for providing the services which will cover, inter-alia ,

- a) Periodic preventive maintenance: quarterly for equipments.
- b) Replacement of defective / wornout / burnt parts.
- c) Correcting all types of faults, including the virus infection, in H/w equipments, network (LAN/WAN), and system software as and when reported and re-install software.
- d) Laying of network cable as and when required to connect to the existing LAN/WAN.

ANNEXURE-2

DRAFT OF AGREEMENT

This agreement is executed at New Delhi on this day of....., 2019 between the Delhi Development Authority having its Head Office at Vikas Sadan , INA, New Delhi-110023, a body corporate constituted Under section 3 of the Delhi Development Act, 1957 (hereinafter referred to as "The Authority") which expression shall unless the context requires another or different meaning include its successors and assigns through its Secretary of the one part and M/shaving its head/regional/zonal office at..... Under(hereinafter referred to as "Service Agency") which expression shall unless, the context requires another or a different meaning include its successors, heirs, legal representatives, executors , administrators and assigns of the other part.

WHEREAS the Authority is desirous of assigning the work of "Internet Leased Circuits" with scope of work given in Annexure-I of tender document.

AND WHEREAS M/s..... , had submitted to the Authority a tender, which after negotiations by the authorized representatives of the parties hereto, has been accepted by the Authority.

Now, therefore, the parties hereto agree as under:-

1. All the terms and conditions as stated in the Tender Document, Work order No -----dated----- shall be part and parcel of this Agreement to be executed and binding on both the parties.
2. The assignment is initially for a period of one year which can be extended by DDA for second and third year, at its absolute discretion, if services are found satisfactory. No supplementary agreement is necessary for this. A formal letter from DDA to this effect & acceptance from agency shall suffice for second and third year. During extended tenure of service same terms & conditions shall be applicable. 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 after certain period
3. M/s shall start providing the services within one month of signing of the agreement else it shall be considered that M/s is not interested in providing the services and earnest-money/Security-deposit shall stand forfeited.
4. If M/s finds any hindrance in the start of the services (i.e., internet services) so as to necessitate an extension of time allowed in the tender, then M/s shall apply in writing to Pr Commissioner(Systems) who may grant the same in writing, if reasonable and satisfactory cause is shown. The extension can be granted by the Pr Commissioner(Systems), for a maximum period of one month, in his absolute

discretion and if he finds the cause shown as genuine and sufficient. No further extension over and above one month would be provided and the earnest money shall be liable to be forfeited.

5. Payment Terms

Annual charges shall be payable quarterly interval on availing satisfactory services.

6. Penalty Clauses

- a) M/s..... shall provide & maintain the services as given in Annexure-I on 24hrs * 7days a week basis.
 - b) M/s..... shall ensure 98% uptime (averaging to be done on monthly basis) of (a) Shared Internet Leased Circuits. In case uptime is below 98% then a penalty of double the pro-rata charges of downtime beyond 2% shall be imposed. A log of complaint of disruption/breakdown of services and its rectification will be maintained at DDA's end for the purpose of determination of downtime. Complaint shall be lodged to agency's call centre either by Fax, phone, E-mail, letter. M/s shall provide documentary evidence in case the M/s contests DDA record of downtime.
 - c) If any of the above services are down for more than 24 hours at a stretch then penalty shall be 4 times of the pro-rata charges for that facility for the duration of breakdown.
 - d) If any of the above services is down for more than 48 hours at a stretch then performance bank guarantee will be liable to be invoked.
 - e) Penalty shall be calculated and adjusted against outstanding amount payable or by invoking performance bank guarantee.
 - f) In case the services are not found satisfactory, assignment/contract may be terminated at the discretion of DDA.
7. M/s shall not sub-let / sub-contract after getting the assignment. In the event of M/s sub-letting the work / sub-contracting after the award of the work, M/s..... shall be considered to have thereby committed a breach of agreement and performance bank guarantee shall be invoked. M/s..... shall have no claim for any compensation or any loss on this account.
- 8 For repair at DDA site, DDA calendar & working hours shall be observed as far as possible or mutually agreed time.
9. The decision of the VC, DDA with respect to any of the matters pertaining to the 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.
10. In case of any dispute between parties of this contract, the same shall be subject to the jurisdiction of Delhi Courts only

In witness whereof this deed has been executed by the parties on the date, month and year mentioned herein above.

For and on behalf of [Tenderer]

Witness:-

- 1.
- 2.

For and on behalf of
Delhi Development Authority

Witness:-

- 1.
- 2.

ANNEXURE-3

DESCRIPTION OF TENDERER COMPANY

1. Name of the Tenderer Company
2. Year Established
3. Office Address
4. Telephone No.
5. Fax No.
6. Email Id
7. Since when the tenderer is in the field of
Connectivity
8. Organisations where similar services provided during previous year
9. No. of full time employees :
10. Details for previous three years:

	2016-17	2017-18	2018-19
Turnover from similar services			
Total turnover			

11. List of documents uploaded in Technical bid, please mark Yes/No:

i	Scanned Copy of Description of tenderer company as per Annexure-3.	
ii	Scanned Copy of Details of the tenderer Company experience in the same field (Annexure-4).	
iii	Scanned Copy of Undertaking as per Annexure-5.	
iv	Scanned Copy of Audited balance sheet for preceeding 3 Years	
v	Scanned Copy of Certificates of satisfactory services.	
vi	Scanned copy of RTGS/NEFT number slip/printout of payment made for e-tendering charges	

vii	Scanned Copy of reference of RTGS/NEFT(EMD)	
viii	Scanned Copy of Tender Acceptance Letter (Annexure-10).	
xi	Scanned Copy of requisite document in support of “Eligibility criteria of tenderer”.	

As of this date the information furnished in all parts of this form is correct.

(Name & Designation
of the person signing)

(Signature)
seal

(Date)

ANNEXURE-4

DETAILS OF THE TENDERER COMPANY'S EXPERIENCE IN RELATED SERVICES

Indicate projects undertaken by the tenderer relating to "Internet Leased Circuits," only
(Separate sheet for each project to be attached)

Name & Address of the client	Service provided as i Main Service Provider or ii AssociateService Provider or iii Joint Service Provider
Nature of services provided	Start Date Completion Date
Approx. value of services	
Pl specify special features of the project	
Specify whether any termination of contract or litigation or arbitrations was involved	
Contact Person's Name Designation Telephone No. Fax No. Emai ld	

(Name & Designation
of the person signing)

(Signature)
seal

(Date)

ANNEXURE-5

Undertaking on non-judicial stamp paper

I, son/daughter of Sh. r/o working as in M/s do hereby solemnly affirm and declare as under :

- 1) That M/s have submitted a tender for “Internet Leased Circuits , Dedicated Web Server & Services” at DDA.
- 2) That M/s fulfills all the eligibility criteria mentioned in tender document under head “Eligibility Criteria of Tenderer” which are as follows :
 - a) M/s had a turnover of more than Rs. 50 crores in the last 3 years.
 - b) M/s have level3 Internet Data Center and a 24 x 7 Call Centre (to take care of the upkeep, maintenance of services and ensure smooth functioning).
 - c) M/s is class ‘A’ Internet Service Provider (ISP) as per classification of Deptt. Of Telecommunication Govt of India.
 - d) M/s.....is having atleast two International (ILD) gateways i.e., one main and other as fallback arrangement.
 - e) M/s have direct peering with multiple tier-1 ISPs.
 - f) M/s have relevant experience of minimum 5 yrs in Connectivity Services.
- 3) M/s accepts unconditionally all the terms & conditions of the tender document.
- 4) That I have been authorized by M/s to sign this affidavit.
(Please enclose the copy of the resolution of Board of Directors of the Company for the authorization.)

Deponent

Verification:

I, the above named deponent do hereby solemnly affirm and declare that my above statements are true and correct and nothing has been concealed therefrom.

Place :

Date :

Deponent

INDEMNITY BOND

THIS BOND is made on this day of, 2019 by M/s..... through Sh..... duly authorised 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, 2019 with the Authority (hereinafter referred to as "The said Agreement") for the 'Internet leased circuits'.

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
Authorised representative

Witness:

- 1.
- 2.

Format for the Annual Quote / Financial Bid

1) Internet Leased Circuit Dedicated Webserver & Services in DDA

Internet Annual Charges -
which includes Bandwidth/port charges, Last mile charges,
Registration, Installation, Modems, Routers, Load Balancer etc for
500 Mbps (1:1) Internet Leased Circuit at Vikas Sadan , Rs _____(i)
400 Mbps (1:1) Internet Leased Circuit at Vikas Minar and, Rs _____(ii)
100 Mbps (1:1) Internet Leased Circuit at Vikas Minar(for UTTIPEC) , Rs _____(iii)
50 Mbps (1:1) Internet Leased Circuit at 8 other location **given at Annexure**
as detailed under scope of work in Annexure-I this rate includes providing lease circuit at 8 given
locations. , Rs _____(iv)

(1) Total Rs. _____ (A=i+ii+iii+iv)

L1 shall be determined as per the lowest cost of Total Rs. _____ (1)

2) Additional per GB data transfer Rs-----
(beyond - 500 GB data transfer per month)

It is made very clear that the rate to be paid for the additional per GB data transfer to the selected bidder/tenderer, i.e. L1 shall be the least rate received in these tenders for this item and it shall be binding on L1.

Above quoted contract amount is inclusive of all taxes and duties applicable. In case taxes/duties are levied after the award of work and during the period of contract then it shall not be payable by DDA. However all applicable deductions on account of taxes and duties etc shall be made by DDA.

Statutory Taxes extra as may be applicable from time to time (please give details of taxes applicable)

(Name & Designation
of the person signing)

(Signature)
seal

(Date)

Note: Same is provided in .xls format along with this tender document. Bidders are advised to download and quote rates and upload in the site at the respective location.

General Instructions to bidder

The Director (Systems) on behalf of Delhi Development Authority invites online tenders from firm/ contractor of repute in two bid system for the following work:

S.No.	REFERENCE No.	Name of Work & Location	Earnest Money	Last Date & time of submission of on-line tender	Time & date of Opening of Technical bid
1	2	3	4	5	6
1	F3(25)2015/ sys/	"Internet Leased Circuits , "	Rs.480000	03:30PM on 28.01.2020	3:30 PM on 29.01.2020

1. The tender document 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 can be seen from website <http://eprocure.gov.in/eprocure/app> or www.dda.org.in free of cost.

Intending agencies/tenderers need to register themselves on the E-Tendering Website <http://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enroll/register before participating. The portal enrollment is free of cost. Bidders are advised to go through instructions provided at Annexure-X regarding '**Instructions for online Bid Submission**'. For any further clarification Contact on 24x7 Help Desk - Toll Free No. **1800 3070 2232** or send a mail over to – **cppp-nic@nic.in**.

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.

2. 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

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 Rs. 20,000.

- 3 Exemption to MsMe:100% exemption of e-tender annual charges and 50% exemption of EMD.
- 4 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.
- 5 Earnest money and tender fee shall be deposited through RTGS/NEFT 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). The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer at Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>) by the prescribed date. The Director (Systems) will get tender fee/earnest money verified from Sr. A.O. Cash Main based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened

Earnest money has to be deposited through separate transaction.

- (1) Earnest money (to be deposited through RTGS/NEFT in the account of the Sr.A.O Cash (Main) as mentioned above.
- (2) The unique transaction reference of RTGS/NEFT against EMD, shall be placed online at respective location before bid submission closing date & time.

Online tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Tender fee and other documents placed in the specified location are found in order.

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>

- 1) 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.
- 2) 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.
- 3) Bidder need to login to the site thro’ their user ID/ password chosen during enrollment/registration.
- 4) 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.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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.

- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) 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.
- 13) 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 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.
- 14) 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.
- 15) 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.
- 16) Bidder should submit the Tender Fee/ 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.

- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) 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.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 22) If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, 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.
- 23) 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.
- 24) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

- 25) 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.
- 26) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 27) 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.
- 28) 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.
- 29) 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.
- 30) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120 400 1002, 0120 400 1005, 0120 400 00462, 0120 627 7787 or send a mail over to cppp-nic@nic.in, support-eproc@nic.in

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. 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).

2. 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), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

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

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

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
Signature of the Bidder, with Official Seal)

List of Eight Location of DDA Offices

Rohini Office Madhuban Chowk, Outer Ring Road, Madhuban Chowk, Sec 14 Rohini	PS to CE(RO)	27569466
Dy. CAO, Ashok Vihar	CAU(NZ)	27415401
Chief Engineer Dwarka, Dwarka Project Office , Manglapuri	PS to CE(DW)	25036050
Narela, 80 Meter Road, Moni Baba Park, Near Bhor Garh	EE ND4/8/12	27282604/27283512/ 27285452
Engineering Campus East Zone, Pkt 1 Dilshad Garden, Near Gauri Shanker MAndir	EE ED 5	20824658/9968985564
Chief Engineer South, Khelgaon, Shahpur Jat	PS to CE(SZ)	26490865
Yamuna Pusta, Laxminagar	CAU East Zone	22486750
CAU Sports Siri Fort Sports Complex, August Kranti Marg, Sirifort	CAU(Proj&CWG) AO, Sirifort 9899030241 Sh S L Mirg	26497482 2649680

INTEGRITY PACT

To

.....
.....
.....

Sub: RFP No. for the Work

Dear Sir,

It is here by declared that DDA is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the integrity Agreement on behalf of the DDA.

Yours faithfully
Director (Systems)

To,
Director (Systems),
.....
.....

Sub: Submission of Tender for the Work of

Dear Sir,

I / We acknowledge that DDA is committed to follow the principles there of a 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.

I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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.

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 is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of DDA.

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 endeavour 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 and 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).

Article3: Consequences of Breach

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

1. If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal / Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s) / Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal / Owner.
2. Forfeiture of EMD / Performance Guarantee / Security Deposit: If the Principal / Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated / determined the Contract or has accrued the right to terminate / determine the Contract according to Article 3(1), the Principal / Owner apart from exercising any legal rights that may have accrued to the Principal / Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder / contractor.
3. Criminal Liability: If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal / Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

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

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

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

Article 6 - Duration of the Pact

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 intentions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner / Principal in accordance with this Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.

Article 8 - LEGAL AND PRIOR RIGHTS

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

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

.....
(For and on behalf of Bidder / Contractor)

.....
(For and on behalf of Bidder / Contractor)

WITNESSES:

1.

(Signature, name and address)

2.
(Signature, name and address)

Place:
Dated: