



प्रस्तावों के लिए अनुरोध निर्माण एवं
संचालन बर्फ़ स्केटिंग / बर्फ़ हॉकी
स्केटिंग रिंग

के लिए

द्वारका स्पोर्ट्स कॉम्प्लेक्स सेक्टर 23 दिल्ली
विकास अधिकार (डीडीए)

एनआईटी नंबर - 01/डीएससी 23/डीडीए/2024-25

अनुसूची

गतिविधियाँ	तारीख	समय
प्रस्ताव जमा करना प्रारंभ होगा	07.01.2025	03:00 अपराह्न
प्रश्नों भेजा के माध्यम से ईमेल	10.01.2025	10 पूर्वाह्न और 3 प्रधानमंत्री.
मुक्त करना का प्रतिक्रिया को स्पष्टीकरण ढूँढा गयाईमेल के माध्यम से पर डीडीए वेबसाइट	14.01.2025	10 पूर्वाह्न और 3 बजे
जमा करना का प्रस्ताव अंत	16.01.2025	03:00 अपराह्न
तकनीकी प्रस्ताव उद्घाटन	17.01.2025	03:30 अपराह्न

1. बुनियादी जानकारी

दिल्ली विकास अधिकार, (इसके बाद बुलाया "डीडीए") प्रतिक्रियाएं आमंत्रित करता है ("प्रस्ताव") को यह अनुरोध के लिए प्रस्तावों ("आरएफपी") से व्यक्ति/कंपनियां ("आवेदक") के लिए निर्माण और संचालन का विनियमन आकार बर्फ़ स्केटिंग / बर्फ़ हॉकी द्वारका सेक्टर-23 में एक आगामी प्रतिष्ठित परियोजना में रिक। यह साइट द्वारका एक्सप्रेसवे और द्वारका सेक्टर-21 से टर्मिनल 3 की ओर जाने वाली सुरंग के चौराहे के पास, यूईआर के साथ रणनीतिक रूप से स्थित है।



**Request for Proposals for
Construction & Operation of
Ice Skating / Ice Hockey Rink**

for

**Dwarka Sports Complex Sec 23
Delhi Development Authority (DDA)
NIT No - 01/DSC-23/DDA/2024-25**

Schedule

Activities	Date	Time
Proposal submission starts	07.01.2025	03:00 PM
Queries sent through email	10.01.2025	10 AM and 3 PM.
Release of Response to clarifications sought through email on DDA's website	14.01.2025	10 AM and 3 PM
Submission of Proposal end	16.01.2025	03:00 PM
Technical Proposal opening	17.01.2025	03:30 PM

* Changes in the above schedule, if any, will be made at the sole discretion of DDA and will be communicated by mail to the shortlisted agencies.

In case of any discrepancy in this RFP document with regards to schedule of dates, the times and dates given above shall prevail.

1. Basic Information

Delhi Development Authority, (hereinafter called “DDA”) invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Individuals/Companies (“Applicants”) for the Construction & Operations of regulation size Ice Skating / Ice Hockey Rink at an upcoming prestigious project in Dwarka, Sector-23. The site is strategically located along the UER, near the intersection of the Dwarka Expressway and the tunnel leading to Terminal 3 from Sector-21, Dwarka.

- a) as described in Section of this RFP, “Scope of Work” (“the work”), and “Deliverables”.
- b) Proposals must be received not later than the time and date at the venue mentioned in the RFP. Proposals that are received after the deadline WILL NOT be considered.

2. **Objectives**

DDA intends to select an entity to design, build, finance and operate International Standard 60mx30m Ice Skating / Ice Hockey Rink.

The total area that shall be provided by DDA is 2,800 sqm.

The Term of **license** of the premises will be for 3+3+3 years

There shall be a 5% increase in the license fee over the preceding year’s license fee every year, except for the 4th year and 7th year, when the increase shall be 10% over the preceding year’s license fee.

The broad objective will include the following:

- a) Quality and Safety Standards:
 - i. Ensure the rink meets all international standards with design, compliance, relevant safety and quality standards.
 - ii. Incorporate durable materials and advanced construction techniques to maximize longevity and minimize maintenance.
- b) Timely Completion:
 - i. Set a realistic timeline for project completion and establish milestones to track progress.
- c) Sustainability and Energy Efficiency:
 - i. Use environmentally friendly materials and construction practices.
 - ii. Incorporate energy-efficient systems
- d) Accessibility and Inclusivity:
 - i. Design the rink to be accessible to people of all ages and abilities
 - ii. Include features that cater to diverse community needs, such as varying skill levels and multipurpose areas.
- e) Community Engagement and Amenities:
 - i. Integrate community feedback into the design and construction process.

- ii. Include amenities such as seating areas, locker rooms, and concessions to enhance the user experience.
- f) Innovation and Technology Integration:
 - i. Implement state-of-the-art technology for ice maintenance and facility management.
 - ii. Explore possibilities for incorporating digital ticketing, scheduling systems, and interactive displays.
- g) Operational Efficiency:
 - i. Design the facility to optimize operational efficiency and reduce ongoing costs.
 - ii. Plan for adequate staffing, training, and maintenance procedures to ensure smooth operations post-construction.
 - iii. Responsibility of safety against any injury will rest with the operating agency.
- h) Legal and Regulatory Compliance:
 - i. Adhere to all local, state regulations, including zoning laws and construction codes.
 - ii. Secure all necessary permits and approvals before beginning construction/ operations.

3. Pre-Qualification Criteria (Mandatory) :

- a) The applicant should have successfully executed the installation of at least one Rink in India
- b) The applicant should have made at least 5 Ice Skating / Ice Hockey Rinks of international standards
- c) At least one Ice Rink made by the applicant should be currently operational
- d) The applicant should have experience of operating/ maintaining Ice Rinks for at least 5 years in India
- e) The average turnover of the Indian Applicant shall be more than Rs. 40 crore in the last three financial years (FY-2021-22, 2022-23 and 2023-24).

4. Instruction to Applicants

(A) General

- a) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the DDA. Any notification of preferred bidder status by the DDA shall not give rise to any enforceable rights by the Bidder. The DDA may cancel this RFP at any time without assigning any reason prior to a formal written contract being executed by or on behalf of the DDA.
- b) The applicant can have a technical JV with any foreign company to meet the technical criteria, but only the Indian company's/ partner's financials shall be considered for pre-qualifications criteria (JV Performa attached at Annexure F).
- c) Applicants are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully.

Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- d) Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected. Applicants must:
- Comply with all requirements as set out within this RFP.
 - Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - Include all supporting documentations specified in this RFP.
 - Each bidder shall submit only one (1) proposal.

(B) Pre Bid Meeting

a. Queries may be sent through mail @ ddadsc23@gmail.com on **10.01.2025 between 10 AM and 03 PM.**

b. The queries should necessarily be submitted in the following format:

S No.	RFP Document references(Para, Page no., etc)	Content of RFP Clarification	Points of clarification

- c. The scope of work includes design, construction and operation of the Ice-Skating rink.
- d. The earmarked location within the envelope will be shown during the pre bid meeting
- e. Response to clarifications sought through email only will be posted on DDA's website www.dda.gov.in under what's new section as per the schedule. Any clarifications post the indicated date and time may not be entertained

5. RFP Document

Applicants may download the RFP document from DDA website www.dda.gov.in and Central Public Procurement Portal.

6. Earnest Money Deposit (EMD)

- a) Applicants shall submit, along with their Bids, scanned copy of EMD of INR 6,43,507.00 (Rupees Six Lakhs Forty Three Thousand Five Hundred Seven only) in the form of a Demand Draft issued by any scheduled commercial bank in favour of CAU SPORTS, DDA payable at New Delhi, and should be valid for six (6) months from the due date of the tender / RFP or be deposited through RTGS/NEFT in the account of "CAU SPORTS DDA (EMD ACCOUNT)" having account No. 1614159849 with Kotak Mahindra Bank, Gulmohar Park, New Delhi, (IFSC. KKBK0000184).
- b) EMD of all unsuccessful Applicants would be refunded by DDA within six weeks of the bidder being notified as being

unsuccessful. The EMD for the above amount of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided.

- c) The EMD amount is interest free and will be refundable to the unsuccessful Applicants without any accrued interest on it.
- d) The bid / proposal submitted without EMD, mentioned above, will summarily be rejected.
- e) The EMD may be forfeited:
 - i. If a bidder withdraws its bid during the period of bid validity.
 - ii. If bidder alters the bid during the bid validity period or fail to submit the performance guarantee within the prescribed period after the acceptance of bid.
 - iii. If bidder commits any fraud or provides false information or forged documents while submitting the bid.
 - iv. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

7. Bid Validity

The offer submitted by the Applicants should be valid for minimum period of 60 days from the last date of submission of bids. DDA reserves the right to reject any proposal which does not meet its requirement.

8. Late Bids

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
- b) The bids submitted by fax/e-mail, etc. shall not be considered. No correspondence will be entertained in this matter.
- c) DDA reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

9. Evaluation process

- a. DDA will constitute a Committee to evaluate the responses of the Applicants.
- b. The Committee shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Committee will reserve the right to ask for clarifications or further documentation from the Applicants to support the thorough and fair evaluation of their proposals.

- e. The Committee may ask for meetings with the Applicants to seek clarifications on their proposals.
- f. The Committee reserves the right to reject any or all proposals on the basis of any deviations.
- g. In an event of a single qualifying proposal, if only one bidder participates then the Committee shall evaluate the proposal and award the project on merit.
- h. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

10. **Criteria for Evaluation**

S.No	Criteria	Parameters	Marks	Maximum Marks
1.	Presentation	Strategy for operations	10	25
		Quality of construction & operations	10	
		Concept & Design	5	
2.	Average Turnover (in INR) for the years 2021-22, 2022-23, 2023-24	40 to 50 crores	15	25
		50 to 60 crores	20	
		Above 60 crores	25	
3.	Number of Ice Skating Rinks / Ice Hockey Rinks installed in the past 10 years	5 to 7	15	25
		8 to 10	20	
		More than 10	25	
4.	Cumulative experience of operating/ maintaining Ice Rinks in India	5 to 7 years	15	25
		7 to 9 years	20	
		More than 9 years	25	
(T) Total				100

i) Financial Capacity of the Applicant (Mandatory)

The Applicant business entity should have a minimum average annual turnover of Indian Rs. (INR) 40 crore during financial years (2021-22, 2022-23, 2023-24) **duly supported by Auditor's Report and CA certificate (provisional in the case of FY 2023-24 if final report/ certificate is not available).**

ii) Technical Capacity of the Applicant (Mandatory)

- a) The Bidder should have the experience of successfully executing the installation of at least one ice rink in India
- b) The applicant should have made at least 5 Ice Skating / Ice Hockey Rinks of international standards

- c) At least one Ice Rinks made by the applicant should be currently running.
- d) The applicant should have experience of operating/ maintaining Ice Rinks for at least 5 years in India
- e) The applicant can have a JV with any foreign company to meet the technical criteria, but only the Indian company's/ partner's financials shall be considered for pre-qualifications criteria.

iii) Technical Bid Evaluation Criteria

Technical bids will be evaluated on the following parameters:
(maximum marks: 100 , 75 being the minimum qualification marks)

Applicants, whose bids are responsive, based on minimum qualification criteria as in Pre- Qualification Criteria and score at least 75 marks (out of 100) from the technical evaluation criteria would be considered technically qualified. Financial Bids of only technically qualified Applicants will be opened.

iv) Financial Bid Evaluation

- a. The Financial proposal of technically qualified applicants will be opened on the prescribed date in the presence of representatives.
- b. The financial proposal evaluation of each applicant will be done as per the below mentioned table.

S. No	Particulars	Reserve Price (not including GST) for First Year
1	Total proposed license fee for providing area for development as per the RFP for the First Year (<u>extendable up to a total period of 9 years in 2 extensions</u>) on satisfactory performance	Rs. 1,07,25,120/-

v) **Combined and Final Evaluation (The ratio of technical and financial score is 30:70)**

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid:

$$B = \left(\frac{H}{H_1}\right) * 70 + \left(\frac{T}{T_{high}}\right) * 30$$

where,

H = Evaluated Bid Price

H₁ = the highest of all Evaluated Bid Prices among responsive Bids

T = the total Technical Score awarded to the Bid

T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be declared successful.

11. **Appointment**

DDA will award the work to the applicant who will also be the successful proposal on the basis of maximum marks of Combined Technical and Financial Score

DDA reserves the right to reject any or all the proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder.

- a) Prior to the expiration of the validity period, DDA will notify the successful applicant in writing or by fax/ email, that its proposal has been accepted. In case the process has not been completed within the stipulated period, DDA will request the Applicants to extend the validity period of the bid.
- b) The work will be awarded to the successful bidder. In case the successful bidder is not interested in executing the work, their EMD will be forfeited.
- c) **Performance Bank Guarantee**: DDA will require the selected bidder to provide a Performance Bank Guarantee @ 5% of the tendered amount (format attached) within 15 days from the notification of award. Thereafter, DDA will notify each bidder and return their EMD. The Performance Guarantee should be valid for a period of 48 months (period of contract plus twelve months). The Performance Guarantee shall contain a claim period of twelve months from the last date of validity. In case the selected bidder fails to submit performance guarantee within the time stipulated, the DDA at its discretion may cancel the order placed on the selected bidder without giving any notice and will forfeit its earnest money. DDA shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the contract period or DDA incurs any loss due to vendor's negligence in carrying out the project implementation as per the agreed terms and conditions.
- d) There shall be rent free fit out period of 180 days starting from the handing over the possession of the demised premises to the successful bidder for the construction of the premises, during which neither DDA will charge nor the successful bidder will pay the monthly license fee of the premises.

Furthermore, DDA is bound to provide the supply of electricity at the demised premises so that the successful bidder may carry out the works. However, the charges for the same shall be borne by the

licensee who shall also install necessary infrastructure at his own cost and risk.

12. Signing of Contract

Post submission of Performance Guarantee by the successful bidder, DDA and the selected bidder shall sign an agreement incorporating all clauses of RFP, pre-bid clarifications and the proposal of the bidder between DDA and the successful bidder.

13. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP/ agreement shall constitute sufficient grounds for the cancellation of the award. In such a case, the DDA shall invoke the Performance Bank Guarantee of the successful bidder.

14. Fraud and Corrupt Practices

- a) The Applicants/Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the DDA shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the DDA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the DDA for, inter alia, time, cost and effort of the DDA, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- b) Without prejudice to the rights of the DDA under Clause above and the rights and remedies which the DDA may have under the LOI or the Agreement, if an Applicant or Consultant, 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, undesirable or restrictive during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the DDA during a period of 36 months from the date such Applicant or Consultant, as the case may be, is found

by the DDA to have directly or through an agent, engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice, as the case may be.

- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them
- i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (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 LOI 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); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA 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 Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the DDA in relation to any matter concerning the Project;
 - ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. “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;
 - iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by 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;
 - v. “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.

15. Tenure of Successful bidder

Successful bidder will be awarded the premises for 3 years. The tenure of the license would, after the expiry of the first term of three years, be

extendable for a further period of 3 years (1st extension) at the option of the licensee provided that there has been no violation of the term and conditions of the License as provided in the tender document, the license deed and any statutory provisions. After completion of the 6th year, the tenure of the license will be extendable for another period of 3 years (2nd and final extension) by the mutual consent of licensee and licensor and not at the sole option of the licensee. There shall be no further extensions after a total period of 9 years. DDA shall be at liberty to terminate the license agreement in case of violations of any of the terms and conditions mentioned in the tender document, the license deed or any of the statutory provisions.

DDA will depute a nodal person to liaison with the selected agency on all communication related matters.

16. Scope of Work

The scope of work of the selected agency is as follows:

Design Phase

Soil Testing and Geotechnical Analysis

- Conduct soil testing to determine the suitability of the ground for construction.
- Analyze soil bearing capacity and recommend foundation design.

Conceptual Design

Layout and Spatial Planning

- Size and shape of the rink.
- Seating arrangements (spectator stands, VIP boxes).
- Ancillary facilities (locker rooms, restrooms, rental shop, medical room).

Supporting Facilities

- Food & Beverages Outlets
- Retail Outlets

Energy Efficiency and Sustainability:

- Incorporate green building practices.
- Plan for energy-efficient systems (solar panels, LED lighting).

Detailed Design:

- Architectural Design:
 - Detailed drawings and specifications.
 - Interior design and finishes.
- Structural Design:
 - Foundation design.
 - Structural framework and roofing.
- Mechanical, Electrical, and Plumbing (MEP) Design:
 - HVAC systems.
 - Plumbing and drainage systems.
 - Electrical systems including lighting, power supply, and backup.
- Ice-Making System Design:
 - Design of the ice surface and refrigeration system.
 - Chillers, piping, and insulation specifications.
 - Water treatment systems for the ice surface.

Permissions and Approvals:

- Regulatory Approvals:
 - Obtain necessary construction permits from local authorities.
 - Ensure compliance with Delhi building codes and regulations.
- Safety and Accessibility Compliance:
 - Ensure the design meets safety standards (fire safety, emergency exits).
 - Design for accessibility (ramps, disabled seating).

Construction Phase

Pre-Construction Planning

- Project Scheduling
 - Develop a detailed project timeline.
 - Identify critical path activities and milestones.
- Resource Planning:
 - Identify and procure necessary materials and equipment.
 - Workforce planning and contractor selection.

Construction Execution:

- Site Preparation:
 - Clearing and grading of the site.
 - Utility connections and site utilities setup.
- Foundation and Structural Work:
 - Excavation and foundation laying.
 - Erection of structural framework.
- Building Construction:
 - Construction of the rink area and ancillary facilities.
 - Installation of MEP systems.
- Ice-Rink System Installation:
 - Installation of chillers, piping, and ice surface.
 - Testing and commissioning of the ice-making system.

Quality Control and Assurance:

- Inspections:
 - Regular site inspections to ensure compliance with design and specifications.
 - Third-party inspections and certifications as required.
- Testing:
 - Testing of MEP systems.
 - Commissioning of the ice-making system and other critical facilities.

Operation Phase

Operational Planning:

Staffing:

- Hiring and training of operational staff (rink managers, maintenance personnel, customer service staff).

Operational Policies:

- Development of operational guidelines and safety protocols.
- Scheduling of skating sessions and events.

Maintenance

- Regular Maintenance:
 - Routine maintenance of the ice surface and refrigeration system.

- Maintenance of MEP systems and supporting facilities.
- Repairs and Upgrades:
- Prompt repair of any damages or malfunctions.
 - Periodic upgrades to enhance facility performance.
- Marketing and Community Engagement:
- Promotion:
 - Marketing campaigns to attract users and promote events.
 - Partnerships with schools, sports clubs, and community organizations.
- Financial Management:
- Revenue Management:
 - Ticket sales, rental fees, and event hosting revenue.
 - Sponsorship and advertising opportunities.
- Expense Management:
- Operational costs (utilities, staffing, maintenance).
 - Financial reporting and budget management.

17. Payment Terms & conditions: It will be done on monthly basis.

a) Applicable taxes would be paid at the prevalent rates.

Technical Bid Templates

The Applicants are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

18. Integrity Pact

As per CVC guidelines every bidder must submit the signed Integrity Pact format given at Annexure-E with technical bid. It may be noted that without the signed Integrity Pact, the bid will be rejected.

19. CRB Registration

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 other Contractors not listed with DDA will deposit Rs. 20,000/- per year in CRB to upload their tender on-line.

In case any contractor fails to make payment by the stipulated date, the concerned contractor will not be eligible for tendering.

Documents to be submitted as a part of Technical Bid

1. Presentation in pdf format
2. Details of Applicant as per Annexure A
3. Turnover certificate for the years 2021-22, 2022-23, 2023-24 duly certified by CA
4. Completion Certificates/Satisfactory performance certificates
5. Duly filled format of affidavit that bidder is not blacklisted at Annexure B
6. Curriculum Vitae (CV) of Key personnel as per Annexure C
7. Industry Awards and accolades certificates
8. Copy of EMD as per Annexure D
9. Copy of Registration
10. Copy of GST Registration Certificate
11. Branch/Office documents as proof
12. Integrity Pact as per Annexure E
13. Proof of submission of requisite fee with CRB
14. Any other documents
15. Schedule of Quantity in the form of BoQ.

Annexure A: Format for Details of Applicant

‘Construction & Operations of Regulation Size Ice Skating / Ice Hockey Rink for DELHI DEVELOPMENT AUTHORITY

Please enter the information requested in the spaces provided.

Applications from separate firms, or individuals sole applicants:

APPLIED FOR.....

I. Basic Information

1. APPLICANT DETAILS

Name of Firm making this application	Parent Company (if applicable)

2. CONTACT PERSON (for this application)

Name	
Organization	
Address	
Telephone	
Fax	
E-mail	

3. REGISTERED ADDRESS

4. YEARS IN BUSINESS AND COUNTRY OF REGISTRATION

Years of Establishment	Country of Registration

5. EXPERIENCE IN PROJECTS OF A SIMILAR NATURE

6. Registration Number of the Firm (attach copy of registration certificate)
7. GST Registration Number (attach copy)
8. Are you presently debarred/Black listed by any Government Department/Public Sector Undertaking/Any Employer? (If yes, please furnish details)

Certified that the above information is correct to the best of our knowledge

and no relevant information is concealed. If at any time during or after the shortlisting, it is proved that the information furnished by us is wrong, DDA reserves the right to take necessary action against our firm as per applicable Laws/Rules of the land.

Signature of Authorized Representative of the Firm

Date

Name

Place

Designation

Tel. No.

Mobile No.

Email ID

Seal/Stamp of the Firm

Annexure B: Format for Affidavit Certifying that Entity/Director/s of Entity are not blacklisted or debarred

(On a Stamp Paper of relevant value)

Affidavit

I M/s (Sole Applicant (the name and addresses of the registered office) hereby certify and confirm that we or any of our Promoter/s Director/s are not debarred or

blacklisted by any State Government or Central Government/ Department/ Agency/PSU in India from participating in Project/s, as

_____.
We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements

At any stage of the Shortlisting/Selection process Dated

this.....Day of....., 201.....

Name of the Applicant

.....

.....
..... Signature of the
Authorized Person

.....

..... Name of the Authorized
Person

Annexure C: Curriculum Vitae (CV) of Key Personnel

1. **Proposed Position** {only one candidate shall be nominated for each Position Expert]

2. **Name of Firm** [insert name of firm proposing the staff]

3. **Name of Staff** [insert full name]

4. **Date** _____ **of** _____ **Birth:**

____Nationality_____

5. **Education** [Indicate College/University and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

6. **Total No. of years of experience:**

7. **Total No. of years with the firm:**

8. **Areas of expertise and no. of years of experience in this area (as required for the Profile mandatory**_____

9. **Certifications** _____ **and** _____ **Trainings** _____ **attended:**

10. **Details of involvement in Projects** (only if involved in the same):

11. **Languages** [For each language indicate proficiency good, fair, or poor in speaking, reading, and writing]:

12. **Membership of Professional Associations:**

13. **Employment Record** [*Stating 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): Purchaser:

Positions held: _____

14. Detailed Tasks Assigned [List all tasks to be performed under this assignment]	Relevant Work Undertaken that Best Illustrates the experience as required for the Role (Provide maximum of 6 citations of 10 lines each) <i>(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 Scope of Work and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')</i> Name of assignment or project: _____ Year: _____ Locations: _____ Purchaser: _____ Main project features: _____ _____ Position held: _____ Value of Project (approximate value or range value): _____ Activities _____ performed: _____
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16. Certifications:

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 members or authorized representative of the staff)Day/Month/Year

Full name of Authorised Representative:_____

Annexure-D

Form for Earnest Money Deposit (EMD)

<Location, Date>To,
<Name>, <Designation>
<Address>
<Phone Nos.>; <Fax Nos.>
<email ID>

Whereas <<name of the bidder>> (hereinafter called ‘the Bidder’) has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called “the Bid”) to <DDA> Known all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called “the Bank”) are bound unto the <DDA> (hereinafter called “the Purchaser”) in the sum of Rs. <<Amount in figures>> (Rupees << Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid:
 - a. Withdraws his participation from the bid during the period of validity of bid document; or
 - b. Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to << insert date>> and including << extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date. NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid upto<<insert date>>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive

a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Annexure-E

INTEGRITY PACT AGREEMENT

As per CVC guidelines every bidder must submit the attached signed integrity pact format with technical bid, without signed integrity pact the bid will be rejected. This signed format would be part of the agreement and successful bidder will be bound to sign the integrity pact agreement again in Rs. 100/- non judicial stamp paper. (As per given annexure 'A')

PRE-CONTRACT INTEGRITY PACT Annexure 'A' General

This pre-bid pre-contact Agreement (hereinafter called the Integrity Pact) is made on day of the month of _____ 20...., between on one hand the Delhi Development Authority acting through Shri _____

_____, The director (hereinafter called the "Principal/Owner", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____

represented by Shri _____

(hereinafter called the Bidder(s)/Contractor(s) /Service Provider which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

Whereas the Principal/ Owner proposes to procure (Name of work _____) through the Bidder(s)/ Contractor(s)/ Service _____ Provider _____ and _____ the Bidder(s)/ Contractor(s)/ Service Provider is willing to offer / has offered the same.

W h e r e a s the Bidder(s)/Contractor(s) /Service Provider is a private company/public company/ Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter.

Now, therefore, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Principal/Owner to procure the desired said work/ Services/ Stores / Equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption during tendering, execution & public procurement, **A n d** Enabling Bidder(s)/Contractor(s)/Service Provider to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal/Owner will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

1 Commitments of the Principal/Owner

1.1 The Principal/Owner undertakes that no official of the Principal/Owner, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder(s)/Contractor(s) /Service Provider, either for themselves or for any person, organization or third party related to the contract in exchange for an

advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Principal/Owner will, during the pre-contract stage, treat all Bidder(s)/Contractor(s) alike, and will provide to all Bidder(s)/Contractor(s) /Service Provider the same information and will not provide such information to any particular Bidder(s)/Contractor(s) /Service Provider which could afford an advantage to that particular Bidder(s)/Contractor(s) in comparison to other Bidder(s)/Contractor(s) /Service Provider.

1.3 All the officials of the Principal/Owner will report to the CVO, DDA any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the CVO, DDA with full and verifiable facts and the same is prima facie found to be correct by the DDA, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the DDA and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the DDA the proceedings under the contract would not be stalled.

2 Commitments of Bidder(s)/Contractor(s) /Service Provider

2.1 The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.2 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Owner, connected directly or indirectly with the bidding process, or to any person, organization or third part related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees brokerage or inducement to any official of the Principal/Owner or otherwise in executing the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Delhi Development Authority for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the DDA.

2.4 Bidder(s)/Contractor(s) shall disclose the name and address of agents/Brokers/representatives/Intermediaries and Indian Bidder(s)/Contractor(s) shall disclose their foreign Principals or associates at the time of bidding.

2.5 Bidder(s)/Contractor(s) shall disclose the payments to be made by them to such agents/ brokers/ representatives/ intermediaries, in connection with this bid/contract at the time of bidding.

2.6 The Bidder(s)/Contractor(s), either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in Connection with the contract and the details of services agreed upon for such payments. A copy of contract so made with agents/ brokers/ intermediaries shall be submitted.

2.7 The Bidder(s)/Contractor(s) will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder shall remain responsible to maintain safety & confidentiality of his bid documents during bid process.

2.8 The Bidder(s)/Contractor(s) will not accept any advantage in exchange for any corrupt practice, unfair means, and illegal activities.

2.9 The Bidder(s)/Contractor(s) shall not use improperly, for purposed of competition or personal gain, or pass on to others, any information provided by the Principal/Owner as part business relationship regarding plans, technical tenders and business details, including information contained in any electronic data carrier. The Bidder(s)/Contractor(s) also undertakes to exercise due and adequate care lest any such information is divulged.

2.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts, either to principal/owner or to IEMs so appointed by DDA.

2.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 If the Bidder(s)/Contractor(s) or any employee of the Bidder(s)/ Contractor(s) or any person acting on behalf of the Bidder(s)/ Contractor(s), either directly or indirectly, is a relative of any of the officers of the Principal/Owner, or alternatively, if any relative of an officer of the Principal/Owner has financial interest/ stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder(s)/ Contractor(s) at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the Principal/Owner.

3 Previous Transgression

3.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last Five years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or local bodies that could justify Bidder(s)/Contractor(s) exclusion from the tender process.

3.2 The Bidder(s)/Contractor(s) agrees that if it makes an incorrect statement on this subject, Bidder(s)/Contractor(s) can be disqualified from the tender process or the contract, if already awarded, can be terminated for such a reason.

4 Sanctions for Violations

Any breach of the aforesaid provisions by the Bidder(s)/Contractor(s) or anyone employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s)) shall entitle the Principal/ Owner to take all or any one of the following actions, wherever required: -

- a. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder(s)/Contractor(s), in order to recover the payments, already made by the Principal/Owner, along with interest.
- b. To cancel all or any other contracts with the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) shall be liable to pay compensation for any loss or damage to the Principal/Owner resulting from such cancellation/ rescission and the Principal/Owner shall be entitled to deduct the amount so payable from the money(s) due to the Bidder(s)/Contractor(s).
- c. To debar the Bidder(s)/Contractor(s) from participation in future bidding processes of the Delhi Development Authority for a period ranging from six months to maximum five years. However, if the bidder takes corrective measures against transgressions, subject to satisfaction of Principal/Owner & IEMs, the period of debar can be reviewed.
- d. To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- e. In case where irrevocable Letter of Credit have been received in respect of any contract signed by the Principal/Owner with the Bidder(s)/Contractor(s), the same shall not be opened.
- f. Forfeiture of Performance Bond/Guarantee in case of a decision by the Principal/Owner to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

The Principal/Owner will be entitled to take all or any of the actions mentioned at para-4.1(a) to (f) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s)), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive:

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other Bidder(s)/Contractor(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
- iv. To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) from a country other than India with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Vice Chairman, DDA for further action after providing an opportunity and hearing to the affected parties.

5 Independent External Monitors

5.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

5.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

5.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

5.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

5.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, DDA.

5.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that

provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) confidentiality.

5.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

5.8 The IEMs will submit a written report to the Vice Chairman, DDA within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s) and, should the occasion arise, submit tenders for correcting problematic situation. However, an opportunity of hearing shall be provided by the IEMs to the buyers/bidders before submitting their written report.

1. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

2. Other Legal Actions

The Principal/Owner will be entitled to take all or any of the actions mentioned at para-4.1(a) to (f) of this Pact also on the Commission by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder(s)/Contractor(s), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the Principal/Owner to the effect that a breach of the provisions of this Pact has been committed by the Bidder(s)/Contractor(s) shall be final and conclusive:

i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder(s)/Contractor(s). However, the proceedings with the other

Bidder(s)/Contractor(s) would continue.

- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond / Guarantee (after the contract is signed) shall stand forfeited and the Principal/Owner shall not be required to assign any reason therefore.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder(s)/Contractor(s).
- iv. To recover all sums already paid by the Principal/Owner, and in case of an Indian Bidder(s)/Contractor(s) with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Bidder(s)/Contractor(s) from a country other than India with interest there on at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder(s)/Contractor(s) from the Principal/Owner in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. Bidder(s)/Contractor(s). However, the Bidder(s)/Contractor(s) can approach the Independent Monitor(s) appointed for the purposes of this Pact. IEMs shall examine the transgression and its severity and submit the report to Vice Chairman, DDA for further action after providing an opportunity and hearing to the affected parties.

5 Independent External Monitors

5.1 The Principal/Owner has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission whose names and email IDs have been given in the NIT.

5.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this pact.

5.3 The IEMs shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

5.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project/procurement, including minutes of meetings.

5.5 As soon as the IEMs notices, or have reasons to believe a violation of this Pact, they shall so inform to Chairman, DDA.

5.6 The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal/Owner including that

provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The IEMs shall be under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) confidentiality.

5.7 The Principal/Owner will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to the IEMs the option to participate in such meetings.

5.8 The IEMs will submit a written report to the Vice Chairman, DDA within 8 to 10 weeks from the date of reference or intimation to him by the Principal/Owner/Bidder(s)/Contractor(s)

and, should the occasion arise, submit tenders for correcting problematic situation. However, an opportunity of hearing shall be provided by the IEMs to the buyers/bidders before submitting their written report.

6. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the Principal/Owner or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

7. Other Legal Actions

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Principal/Owner. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

8 Validity

8.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

8.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

The parties hereby sign this Integrity Pact at on

Principal/ Owner Bidder(s)/ Contractor(s) /Service Provider Chief Executive Officer

Name of the Officer & Designation
Delhi Development Authority

Witness Witness

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |

* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

8 Validity

8.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 12 months beyond the defects liability period of the contracts. In case Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract by the successful bidder.

8.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

The parties hereby sign this Integrity Pact at _____ on _____

Principal/ Owner Bidder(s)/ Contractor(s) /Service Provider Chief Executive Officer

Name of the Officer & Designation
Delhi Development Authority

Witness

Witness

1. _____ 1. _____
2. _____ 2. _____

* Provisions of these clauses would need to be amended / deleted in line with the policy of the Principal/Owner in regard to involvement of Indian agents of foreign suppliers.

CONTRACT AGREEMENT

This Agreement is made on this between _____ having its registered office at

_____ through its _____ (hereinafter called the Applicant which expression shall mean and include its successor, assignees and nominees) of the one part and Delhi Development Authority.

Whereas the DDA under consideration of the offer made in pursuant to the RFP ID: _____, agreed to allow the applicant firm to execute the work of Construction & Operations of Regulation Size Ice Skating / Ice Hockey Rink DDA vide work order no. _____ dated _____ as per the terms and condition of the bid document.

Whereas each of the documents mentioned herein has been signed by and on behalf of the parties hereto called for purposes of identification and shall be treated as part of this agreement. Now it is hereby agreed by and between the parties as follows:

1. The Applicant Firm (The successful bidder who has been issued the letter of Award (LoA dated _____) shall act upon and conditions shown in the NIT and the work/supply order and any other correspondence exchanged between the parties, annexed here to and which form part of this agreement, execute and complete the work so shown and described in the above said documents including the tender document.

2. The Applicant shall deposit a Cash Security/Bank Guarantee equal to 3 months license fee
3. That the work shall be in conformity with the quality and specifications given in the work supply order and the document.
4. That the work shall be delivered strictly within the period specified in the work/supply order/tender document as the time is the essence of the contract. If the applicant fails to deliver the work or any installment thereof within the period fixed for such deliveries, the DDA shall have the right to arrange the supply/work from elsewhere at the risk and cost of the applicant. However, in cases of genuine difficulty, extension of time may be allowed by the DDA and shall recover from the Applicant as liquidated damages and not by way of penalty, a sum equivalent to half percent (0.5%) of the price bid for the work which the applicant fails to deliver within the specified **Deliver Period/execution (as per work order/ terms & conditions of tender documents)** of the expiry of the prescribed delivery period of the work for every 07 seven days of the part thereof. The liquidated damages in any case will not exceed 10% of the contract price.
5. That in case the service ordered do not conform with the quality and specifications given in the work supply order/tender document and not delivered within the stipulated period, Dy. Director (PR), DDA shall have the right to reject all or any part of the work so offered and whose decision in this respect shall be final and binding.
6. That in case the Applicant is not willing to execute the order or breaches any terms and conditions of the contract/agreement, DDA may not only forfeit part or whole of security deposited, but shall have the option to procure work from another source/applicant and recover the difference in the price actually paid and that payable to the tenderer/quotation firm. **"Any dispute arising between the parties shall be resolved through amicable settlement. In case of failure of amicable settlement, the dispute shall be subject to Jurisdiction of local Courts of Delhi".**
7. The Terms and conditions of the Bid/tender documents have been agreed upon by both the parties and signed and added to this agreement. In witness whereof the parties have herein to set and subscribe the hands and seals on the date, month and year first above written.

For and on behalf of DDA

Resident Engineer (DSC-23)

**For an on behalf of Tenderer/selected Firm
Signature and Capacity with Seal**

JV PERFORMA

FORM OF TECHNICAL / ADMINISTRATIVE JOINT VENTURE AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF Rs 300/- TO BE PURCHASED IN THE NAME OF LEAD BIDDER)

TECHNICAL / ADMINISTRATIVE JOINT VENTURE AGREEMENT
 BETWEEN.....AND.....
for BID SPECIFICATION XXXX-XXXXXX X of DDA

THIS Joint Venture Agreement executed on this.....day of.....Two thousand..... and..... between M/s. a company incorporated under the Companies Act, 1956.....and having its Registered Office at (hereinafter called the "Lead Bidder" which expression shall include its successors, executors and permitted assigns) and M/s.a company incorporated xxxx-xxxxxand having its Registered Office at (hereinafter called the "Technical / Administrative JV Partner" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against Tender No.: xxxx-xxxxx for "Construction & Operations of Regulation Size Ice Skating / Ice Hockey Rink for Dwarka Sports Complex Sec 23 Delhi Development Authority (DDA) on turnkey basis (hereinafter called the "Employer).

WHEREAS the Employer invited bids as per the above mentioned Construction & Operations of Regulation Size Ice Skating / Ice Hockey Rink

AND WHEREAS "Qualification Requirement of the Bidder", Section-xx, "Instruction to bidders" I forming part of the bidding documents, stipulates that a Joint Venture of two qualified firms as partners, meeting the requirement of Qualification Requirement of the Bidder", as applicable may bid, provided the Joint Venture fulfills all other requirements of relevant Section of RFP and in such a case, the BID shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that the Joint Venture Agreement shall be attached with the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restriction or liability for either party.

AND WHEREAS the bid has been submitted to the Employer vide proposal No..... dated.....by Lead Partner based on the Joint Venture agreement between its Partners under these presents and the bid in accordance with the requirements of (Evaluation & Qualification Criteria) has been signed by all the partners.

RESPONSIBILITIES & OBLIGATIONS OF THE PARTIES

LEAD BIDDER

- All aspect in terms of its financial, legal, technical, administrative, duties, documentation, submission and any other requirements for commissioning the Project shall be the sole responsibility of the Project Developer.
- Procurement of any and all local licenses and approvals required for setting up the Project, due to its existing contracts with authorities or otherwise
- Release of Payments/Compensation to all Project Heads/Experts/Vendors/Consultants/Partners/ for the Project in a timely manner.

TECHNICAL JV PARTNER(s)

- Provide supporting details and information on its experience and existing/ongoing projects for qualification in the bidding process
- Supply and deliver the technology, plant & machinery and equipment required to commission the Project at best prices agreeable to both the parties.
- Supply/share technical details, commercials and costs for project proposals/bid documents for the Project

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements, all the Partners to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by the Employer to the Joint Venture partners, we, the Partners to the Joint Venture agreement do hereby agree that M/s.....shall act as Lead Bidder and further declare and confirm that we shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply, and successful performance of the equipment in accordance with the Contract.
2. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligations of each of the Partners shall be as delineated in Appendix-I (*To be incorporated suitably by the Partners) to this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Partners under this Contract.
3. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Delhi shall have the exclusive jurisdiction in all matters arising there under.
4. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till the said Project is completed and commissioned.

IN WITNESS WHEREOF, the Partners to the Joint Venture agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal of.....
has been affixed in my/our presence pursuant to the Board of Director's resolution dated..... Signature..... Name.....
Designation.....
2. Common Seal of.....
has been affixed in my/our presence pursuant to the Board of Director's resolution dated..... Signature..... Name.....
Designation.....

WITNESSES:

1. (Signature)..... Name

.....

(Official address)

For Lead Bidder

(Signature of authorized representative) Name..... Designation..... Common Seal
of the company

For other Technical Partners

(Signature of authorized representative) Name..... Designation..... Common Seal
of the company

2 Name.....

.....

(Official address)