

**CHIEF ELECTORAL OFFICER
OLD ST. STEPHEN'S COLLEGE BUILDING,
KASHMERE GATE, DELHI -110006**

NOTICE INVITING TENDER

Online Open Tenders are hereby invited by the **Chief Electoral Officer, Delhi** from the reputed firms/ companies/agencies/ proprietor having proven experience of providing services of digital videography and still photography in election related work or other similar nature work done in the past, . The services of digital videography / still photography are to be provided on requirement basis during **the General Election to Vidhan Sabha** likely to be held in the month of **November 2013:-**

OTHER IMPORTANT DATES

1	Date of publication of tender	26.09.2013
2	Date of Submission of tender	Start on 26.09.2013 closing on 04.10.2013 at 3.00 P.M.
3	Physically submission of EMD Rs.50,000/- (Rupees Fifty Thousand only) and all other documents.	03.10.2013 up to 2.00 P.M.
4	Opening of on line technical bid	04.10.2013 at 3.30 P.M.
5	Opening of financial bids	04.10.2013 at 4.30 P.M

1. The bidder will have to submit their bids online in electronic format with digital signatures.
2. Detailed instructions for submission of e-tenders can be downloaded from the website <https://govtprocurement.delhi.gov.in>

**(B. K. SINGH)
ELECTION OFFICER (P&I)**

General Terms and Conditions

1. The tenders should be submitted online only in prescribed format on e-tendering platform through Delhi Government e-tendering website i.e., <https://govtprocurement.delhi.gov.in> . The bids are invited in two bid system i.e. Technical bid and Financial bid.
2. The rates should be quoted in appropriate column in tender form in the figures as well as words, otherwise the tender will not be considered.
3. The tenderer should sign all the documents attached with the tender and affix the stamp of the firm.
4. The specification of items quoted by the firms should confirm with the detailed specification supplied in the tender form.
5. The firm will enter into the rate contract for the work after the approval of the **Chief Electoral Officer, Delhi**. During the validity of the tender the firm will carry out the work as per specifications. The firm will carry out the work within the stipulated period mentioned in the order failing which the order will be cancelled and action will be initiated to debar the firm from participating in further tenders. The said firm will also be liable for recovery of excess amount spent on carrying out the said work from other sources. Action will also be initiated for blacklisting of the tenderer.
6. Each tender form will be accompanied by an earnest money of Rs. 50,000/- (Rupees Fifty Thousand only) in the shape of bank draft/ FDR to be drawn in favour of **Chief Electoral Officer, Delhi** obtained from any of the nationalized/ scheduled bank payable at Delhi. No cheques, postal orders/ money orders/ money guarantee/ cash payment will be accepted. The EMD so deposited should be physically submitted in this office well before the due date and time of closure of tender.
7. The **Chief Electoral Officer, Delhi** has full power/authority to take into account the past performance, reputation, capabilities of execution of work before awarding the contract. The firm has to provide documentary evidence showing their capabilities and details of past experience, of required arrangements.
8. It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract. No change of charges or given time schedule shall be entertained on account of any local conditions or factor once the offer is accepted by this office.

9. This office reserves the right to relax any of the terms and conditions in the Government interest.
10. No conditional/ optional bid shall be accepted and bidders shall not be permitted to alter or modify their bids after expiry of the last date for the receipt of bids.
11. The **Chief Electoral Officer, Delhi** reserves the right to accept any bid, and to annul the bid process and reject all the bids at any time, without assigning any reason, prior to placement of supply order/ signing of contract.
12. Printed terms and conditions of bidder shall not be considered as forming part of their bids.
13. Bidder must state categorically whether or not his offer conforms to all the tenders terms and conditions.
14. Bidder must state categorically whether or not his offer conforms to the requirement given in BOQ (Bill of Quantity).
15. Bidder must have understood that to whom the work is assigned have to complete the work to the full satisfaction of **Chief Electoral Officer, Delhi**.
16. Bidder who quotes rates for all the items, digital videography and Stil Photography as defined in the tender will be eligible for the tender. Any bid which have partial quote for a specific work only will be rejected. The bidder who quote and agree to supply all types of video photography cameras alongwith operators for 24 hoursx 07 days only will be considered.
17. Bidder is bound to comply with all the legal formalities, obligations and statutory requirements as per the law of the land.
18. The bidder must have the sufficient capacity of cameras & operators for carrying out the work. He will not be allowed to delegate/ transfer/ assign his contract or part thereof to some other party to the disadvantage to this office.
19. The **Chief Electoral Officer, Delhi** has full right to accept or reject in part or any or all the tenders without assigning any reason and also to cancel the order at any time. The bidder will have no right to claim any loss/damages etc. on cancellation of the supply order.
20. The **Chief Electoral Officer, Delhi** reserves the right of placing order for all work as per requirement to one or more contractor at the approved lowest rates.

21. The **Chief Electoral Officer, Delhi** will not be responsible for any delay in online submission of the bids due to any reason whatsoever.
22. In case the date of opening of tender is declared or happens to be a public holiday, the tender will be opened on the next working day at the stipulated time.
23. The bidder must have the capacity to supply more than 15 (Fifteen) cameras alongwith operators at a time on call within short notice (02Hrs).
24. No increase in quoted price will be allowed during the validity of the bid.
25. The approved contractor(s) will bear all the expenses.
26. The bidder shall be asked to supply cameras along with operators at any time or place as intimated by this office or by an officer authorized to do so.
27. The rates quoted by the bidder shall be inclusive of all taxes and levies mentioning clearly the rate of taxes and levies included.
28. The rates quoted should be as per BOQ.
29. It will be the responsibility of the operator of camera to get the duty slip signed from officer concerned with name, stamp and designation with date, time and hours.
30. In case the duty slip is found having overwriting/ cutting the bill submitted against such duty slip will not be entertained.
31. The bidder is bound to supply the cameras with operators at the approved rates. The validity of the tender will be one year from the date of acceptance of the contract.
32. The bidder whose tender is accepted shall herein be called the supplier which shall include his heirs, executors, administrators and assignees.
33. No advance payment will be made. Taxes applicable will be deducted as per rules.
34. In case of tenderer/ bidder fails to execute the contract as per terms & condition, the security deposited by the firm will be forfeited.
35. The approved lowest rates will be valid for one year. The contract can be extended for a further period with the mutual consent of both the parties on approved rates.

36. The decision of the **Chief Electoral Officer, Delhi** regarding approval of rates will be final. No complaints in this regard will be entertained.
37. The successful bidder shall sign an agreement on a non-judicial stamp paper of Rs.100/-.
38. Affidavit duly attested by executive magistrate/ notary public to the effect that the firm has not been blacklisted by any Govt. Deptt./ PSU/ Corporation.
39. The tenders received by the due date and time will only be considered and the tenders received after the due date and time will be rejected without assigning any reason.
40. In the event of any dispute arising out in connection with the interpretation of any clause in the terms & condition of the tender agreement, or otherwise the matter shall be referred to the Arbitrator nominated by the Chief Secretary, Delhi.
41. The **Chief Electoral Officer, Delhi** shall not be responsible for any loss/ damage caused to the cameras/ operators.
42. Any legal dispute pertaining to this tender and contract awarded shall be dealt within the exclusive jurisdiction of Delhi Courts.
43. The tenderer shall indemnify the Department against all damages/ charges and expenses for which the Government may be held liable or pay on account of the negligence of the tenderer or his servants or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all damages and demands thereof.
44. The penalty will be levied without further hearing if terms & conditions are violated. In case of recurrence of violation of terms and conditions, the firm shall be blacklisted and debarred to participate in the tender in this department for a period of five years.
45. The penalty will be levied incase, there is disruption of services. The disruption along with the penalty amount that would be charged is given below:-

(A)	If vender does not	Penalty of Rs. 1,500/- per function will
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	provide photographers/ videographers.	be levied.
(B)	If photographer/ videographer provided by vender fails to perform the duty	Penalty of Rs. 500/- per hour per Videographer/photographer besides non-payment in respect of defective one. Vendor should provide alternate cameras within one hour from break down.
(C)	If the hired photographer/ videographer reports late for duty.	Same as (B) above
(D)	If the photographic services given are sub-standard.	Same as (B) above

46. The firm will provide colour photographs (of different sizes, as per official requirement) on official functions, meetings and other such occasions. The hired photographer shall be required to visit the office of CEO of his own.
47. Photographs will have to be taken in the different offices/venues located in Delhi, wherever called upon to do so.
48. This office reserves the right not to make payment for prints found to be dim, defective or otherwise considered unsuitable.
49. The hired photographer/videographer has to turn up at the designated place within one hour of the notice/information.
50. The responsibility for delivering the photographs on any other related jobs to the office of CEO within the required period will be that of the firm or the photographer. No separate payment will be made for transport vehicle. The deputed photographer/videographer of the firm has to reach of his own at the destined place for photo/video coverage.
51. The firm should have a complete infrastructure of its own. No outsourcing of the job will be entertained.
52. The photo/video material should be delivered in the office of CEO and no transportation charges will be paid for the same.
53. The firm has to submit the original, DVC of video/digital coverage with a copy of the same DVD/CD, without any extra charges. The firm will also submit one DVD/CD of still photo coverage, if any.

IMP: All the documents of Technical Bid and Financial Bid must also be uploaded.

2. Schedule of Tender:

- 2.1 Bidder has to submit on line e.Tender only.
- 2.2 The bids through e-tendering process can be uploaded till 04.10.2013 up to 3.00 PM
- 2.3 The Technical bids received on line will be opened on 04/10/2013 at 3.30 PM.
- 2.4 After evaluation of the Technical bids along with documents as proof submitted by the bidders, the short-listed Bidders will be intimated. The decision of the committee on technical suitability of the offer shall be final and shall not be open for discussion.
- 2.5 Financial bids of the only short-listed Bidders who qualify the technical criteria will be opened.

3. Bidder Qualification:

- 3.1 The "Bidder" as used in the document shall mean the one who has signed the Bid Form or who is authorized to sign on behalf of the company/firm etc. necessary document in support of authorized signatory be enclosed. The Bidder may be either company/firm/proprietor/ agency having required experience in this field. The individual signing the tender form or any document forming part of the tender on behalf of Proprietor/Company/firm shall be responsible to produce an authenticated copy of the resolution passed by the Company, or Power of Attorney duly executed in his favour stating that he has the authority to bind other such persons of the firm as the case may be in all matters pertaining to the tender including the arbitration clauses. If subsequently, the person so signing fails to provide the said copy of resolution passed or Power of Attorney within a reasonable time, the Government, without prejudice to other civil and criminal remedies may cancel the tender and hold the signatory liable for all costs and damages. In case of registered or

unregistered Partnership firm, all the partners should sign the tender. In case any person signs the agreement on behalf of any limited company or firm, he will produce letter of authority/resolution passed by the company empowering him to sign the agreement on behalf of the company or firm.

- 3.2 Bidder must have proven experience/capabilities of election related work or similar nature work done (Attach copy of supply orders/certificate received). The **Chief Electoral Officer**, Delhi has full power/authority to take into account the past performance, reputation, suitability/capabilities of execution of work before awarding the contract.
- 3.3 Bidder must have PAN & Service Tax Number copies of which are required to be attached with the Technical Bid.
4. Bid Security (Earnest Money):
 - 4.1 Bid Security (Earnest Money) amount for 50,000 (Rs. Fifty Thousand only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, from any of the Nationalized/Scheduled bank in the name of **Chief Electoral Officer**, Delhi. Original documents w.r.t. Earnest money must be deposited in the O/o **Chief Electoral Officer, Old St. Stephen's College Building**, Kashmere Gate, Delhi well before closing date and time.
 - 4.2 The Bid Security (Earnest Money) shall be valid for a period of 6 months from the date of opening of the Bid by this Office. No interest will be payable by this office on this amount.
 - 4.3 The Bid Security (Earnest Money)/Performance security may be forfeited in the following cases:
 - a) If a Bidder withdraws his bid during the period of bid validity;
or
 - b) In the case of the finally selected Bidder, if the Bidder fails:
 - i) To furnish Contract Performance Security in accordance with tender ; or

- ii) If at any stage any of the information/ declaration is found false.
- iii) In case of failure by the supplier to execute the contract as per the terms and conditions and to the full satisfaction of the **Chief Electoral Officer**, Delhi the security deposited by the firm shall be forfeited.

4.4 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract and furnishing the Contract Performance Bank Guarantee.

5. Period of Validity of Bids:

The validity of the tender will be one year from the date of acceptance of the contract. However, the validity of the contract period can be extended on mutually agreed terms and conditions.

6. Bid Requirements:

6.1 The Bidder must quote for all the items in the BOQ.

6.2 The Successful Bidder(s) shall be required to furnish Contract Performance Bank Guarantee amounting to Rs. 1,50,000 (Rs. Fifteen Lakh only). Contract performance Security has to be obtained from successful bidder irrespective of its registration status. The Performance security can also be furnished in the shape of Demand Draft, FDR from any Nationalized/Scheduled Bank.

6.3 Bidders must submit a list of their owners, partners, directors etc. and an undertaking in the shape of affidavit duly attested by Executive Magistrate/Notary Public to the effect that the firm is not blacklisted by any Government Department/ PSU/ Corporation etc.. In case the name of bidder finds mention in the list of blacklisted firms by any Govt. Department/ PSU/ Corporation, said firm shall not be considered for this tender.

- 6.4 Bids received without Earnest Money will be rejected out rightly.
- 6.5 Bids received only through online will be accepted. Conditional bids, bids sent through Telex/Fax and incomplete bids will be summarily rejected.
7. **BID PRICES:**
- 7.1 The Bidder shall indicate rates as per BOQ.
- 7.2 The charges should be quoted strictly in line with BOQ leaving no column blank whatsoever to avoid any ambiguity.
- 7.3 The bidder should ensure that all columns of the BOQ may be duly filled and no column is left blank. After opening of the price bid, no clarifications whatsoever shall be entertained by the O/o the CEO, Delhi.
- 7.4 The Bidder is bound to provide the cameras with operators at the approved rates during the validity of the tender. The cameras should be in good condition and should be immediately replaced in case of breakdown/ malfunction. If the charges of any services are reduced due to any reason during the validity of tender, bidder will intimate the reduced charges immediately and will also charge reduced rates instead of rates quoted.

8. **Contents of Bid:**

The Bids prepared by the Bidder shall comprise of the following two components: -

- a) Technical Bid comprising of the following and to be filled on the format sheets provided in the Tender Document. This is mandatory:
- i) Documentary proof of having proven experience/ capabilities of election related work or other similar nature work done in the past.
- ii) Bidder(s) /partner (s) particulars and Undertaking of not black listing by any of the Govt. Deptt./PSU/ Corporation in

the shape of affidavit duly attested by the Executive Magistrate/Notary Public.

- iii) Bid Form
 - iii) EMD in the shape of Demand Draft/Pay Order/Bank Guarantee/ FDR in favour of **Chief Electoral Officer, Delhi**
 - vi) Copy of PAN and Service Tax Number.
 - v) Copy of income tax return of the last two year.
- b) Financial Bid in accordance with the formats provided for the BOQ (bill of quantity)

9. **Registration with Service Tax**

The bidders should have their firm registered with the service tax department and shall furnish copies of the same with the technical bid.

10. **Payment Schedule**

Generally, payment will be released after the completion of the election process. However, to meet with the day to day expenses bidder can claim the bills periodically against the duly signed duty slips by the authorized Officer/Person of this office. No advance payment shall be made under any circumstances. Income tax will be deducted at source as per rules

CHAPTER - 2

CONDITIONS OF CONTRACT

- 1. Contract Performance Bank Guarantee:
 - 1.1 At the time of signing the contract, the Company shall furnish a Contract Performance Bank Guarantee amounting to Rs. 1,50,000 (Rs. One Lakh Fifty thousand only) from a Nationalized/Scheduled Bank. The Performance Security can also be furnished in the shape of Account Payee Demand Draft, FDR from any Financial Bank in an acceptable form.
 - 1.2 The Contract Performance Security will be in the name of the **Chief Electoral Officer, Delhi**.

1.3 The Contract Performance Security should be valid for a period of one year from the date of assigning the rate contract. This will be released after 30 days of the successful completion of contract period.

2. **Liquidated Damages:**

If the Supplier fails to provide the services in time than this office will arrange the same from the local market at the risk and cost of the supplier firm. Apart from this a fine of Rs. 1,500/- per day per camera along with operator will also be levied.

3. **Termination for Default**

3.1 The **Chief Electoral Officer**, Delhi may without prejudice to any other remedy for breach of Contract, by 12 hours written notice of default sent to the firm and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:

- (i) If the Supplier fails to provide the services within the time period(s) specified in the requisition; or
- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.

3.2 On termination of the Contract for default, the Performance security deposit of the Supplier will be forfeited and action will be taken to black list the Supplier.

4. **Resolution of Disputes:**

In the event of any dispute arising out in connection with the interpretation of any clause in the terms & condition of the tender agreement, or otherwise the matter shall be referred to the Arbitrator nominated by the Chief Secretary, Delhi. The Courts at Delhi/New Delhi shall have the exclusive jurisdiction in connection with any dispute/litigation arising out of this tender.

CHAPTER-3

LIST OF JOBS FOR DIGITAL VIDEOGRAPHY

Sr. No,	Job	Rates (including all taxes & levies)
1	Digital video coverage full day plus original DVC and write one DVD. R same each function.	
2	Still photo coverage in digital full with 50 colour prints 5x7ö and write one DVD-R each function.	
3	Photo album for 100 photos 5x7ö plain good quality top leather cover size 10x12ö (pvc) natraj.	
4	Colour photo print Scanning and Finishing each print	
5	PP size print (1 Prints set)	
6	Post card size print	
7	4x6ö size print	
8	5x7ö size print	
9	6x8ö size print	
10	8x10ö size print	
11	8x12ö size print	
12	10x12ö size print	
13	10x15ö size print	
14	12x15ö size print	
15	12x15ö size print	
16	16x20ö size print	
17	20x24ö size print	
18	30x40ö size print	
19	40x60ö size print	
20	Good lamination- all quality rates should be given in each square	

Conditions.

1. The tenderer must have proven experience/capabilities of providing services of digital videography in election related work or similar nature work in the past.
2. The tenderer must have capable/sufficient manpower and equipments. He will not be allowed to delegate/ transfer/ assigned his contract to some party to the disadvantage of this office.
3. The bidder must quote rates for all items for both digital videography and digital still photography.

UNDERTAKING IN THE SHAPE OF AFFIDAVIT DULY ATTESTED BY EXECUTIVE MAGISTRATE/NOTARY PUBLIC

I/We undertake that:

1. The undersigned certifies that I/We have gone through the terms and conditions mentioned above and undertakes/ undertake to comply with the same. The rates quoted by myself/ our self are valid for one year from the date of acceptance of contract and binding upon me/ us after acceptance which can be extended for further period on mutually agreed terms and conditions.
2. I/We undersigned hereby bind myself/ our self to **Chief Electoral Officer**, Delhi to provide services for digital videography and Still Photography for or on behalf of the President of India during the prescribed period.
3. The decision of the **Chief Electoral Officer**, Delhi as regard to the quality of work shall be final and binding upon me/us.
4. Earnest money deposited by me/us viz. Rs.50,000/-(Rupees Fifty Thousand only) in the form of Pay Order/Demand Draft in favour of DDO, Office of **Chief Electoral Officer**, Delhi.
5. I/We shall forfeit to the President of India, the Earnest money/Contract performance security deposited by me/us should there be any delay occurring on my/our part. I/We or my/our agent in case failed to provide the service at the appointed place and hour, **Chief Electoral Officer**, officer may arrange them from other source and deduct the extra amount, if any, paid in connection there with from the bill submitted by me/us or performance security deposited by me/us.
6. The authorized Officer of this office, if deem it necessary to change camera and operator on being found not upto the mark, the same shall be replaced by me/us in time, to prevent inconvenience.
7. I/we hereby undertake to provide the services during the validity of tender as per directions given in the order within stipulated period positively.
8. The condition herein contained shall form part of the agreement to be entered into or treated as, agreement itself of the description of **Chief Electoral Officer**, Delhi.

9. If I/we fail to provide the services on demand immediately, the **Chief Electoral Officer, Delhi** has every authority to compound or forfeit the earnest money/Contract performance security apart from imposing penalty of Rs.1,500/- per day per camera.
10. I/we declare that no legal/ financial irregularities involving the proprietor/partners/directors of the tendering firm/company is pending.
11. I/we undertake that the rates quoted by me/us when approved and accepted by the **Chief Electoral Officer**, Delhi will be valid for the period applicable. I/we undertake to provide the services within specified period. I/we undertake to execute the order within stipulated period and if I/we fail to make the supply requisite number of cameras and operators during the stipulated period the necessary legal action can be taken by **Chief Electoral Officer**, Delhi.
12. I/We under take that the services provided are at the quoted rates.
13. I/We under take that no inquiry is pending or going against the firm.
14. I/We _____do hereby solemnly affirm and declare that the individual/firm/company is not black listed/prosecuted by any _____ Central/State _____ Governments/Union Territory/Departments/Officers/statutory _____ Bodies/Autonomous Organizations/Research Institutes/ corporations etc. or any court of law and against any partner or share holder thereof directly or indirectly in connection with or has any subsisting interest in business of my/our firm

Dated:

Signature & Seal of Bidder

Annexure C-2

PERFORMA FOR BIDDERS PARTICULARS
(Enclose with Technical Bid)

1. Name of the Bidder/Partner :
2. Address of the Bidder/Partner :
3. Name & address of the person :
to whom all references shall be
made regarding this tender enquiry.

Telephone Nos.

Land line :

Mobile :

Fax :

e-mail :

Dated:

Authorised Signatory with Seal

BIDFORM

(Enclose with Technical Bid)

Date: ____/____/____

To

Sir,

Having examined the Bid Documents of TENDER for providing services for Digital Videography and Digital . We _____ , offer to provide

(Name of the firm)

the services of Digital videography alongwith operators in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices (BOQ) provided in the Financial Bid.

We undertake, if our bid is accepted, we will complete the proposed work as per requirement of the **Chief Electoral Officer**, Delhi.

We further undertake that, if our bid is accepted, we will obtain the Guarantee of a Nationalized/scheduled Bank in a sum equivalent to Rs. 1,50,000 (Rs. One lac Fifty Thousand Only) for the due performance of Contract.

I/We agree to abide by this bid for a period of one year from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form and agree to abide by terms and conditions in the same.

SIGNATURE AND SEAL OF BIDDER

CHECK LIST - TECHNICAL BID
(Enclose with Technical Bid)

If there is any deviation clarify the same separately.

1.	Have you submitted the bid in two bid system	Yes/No
2.	Have you furnished bid form	Yes/No
3.	Have you furnished bidders'/partner's particulars in prescribed format	Yes/No
4.	Have you furnished (earnest Money) as per tender document?	Yes/No
5.	Have you thoroughly gone through the contents of tender document?	Yes/No
6.	Do you fully comply with all the required qualifications as required in the Tender Document	Yes/No
7.	Have you understood the work as mentioned in tender	Yes/No
8.	Have you enclosed PAN of Income Tax and Service Tax Registration Number	Yes/No
9.	Have you enclosed an Undertaking in the shape of an affidavit regarding non blacklisting etc. by the Executive Magistrate/Notary Public	Yes/No
10.	Copy of income tax return of the last two year	Yes/No

SIGNATURE AND SEAL OF BIDDER

TECHNICAL BID Consist of following documents

1.	Bid form
2.	Bidders'/partner's particulars in prescribed format
3.	Copy of EMD as per tender document
4.	Copy of PAN of Income Tax and service tax number
5.	Undertaking in the shape of affidavit duly attested by the Executive Magistrate/Notary regarding non blacklisting etc.
6.	Certificate regarding proven experience/capabilities of providing such services in election related work Or similar nature work done(attach copy of supply orders)
7.	Copy of income tax return of the last two year

Note : Above documents duly signed by the bidder should be uploaded in the pdf format. In case of detailed/lengthy documents same can be submitted along with (EMD) Earnest money deposit.