

# Delhi Development Authority

**NETAJI SUBHASH SPORTS COMPLEX  
JASOLA VIHAR, NEW DELHI – 110025**

**NETAJI SUBHASH खेल परिसर**

**जसोला विहार, नई दिल्ली - 110025**

**N.I.T. NO.17/NSSC/DDA/2018-19**

**Press Notice No.15/Sr. A.O./CAU(Sports)/DDA/2018-19**

Online tenders are invited through e-tendering mode on behalf of Delhi Development Authority, (Sports Wing) for the following works at NETAJI SUBHASH SPORTS COMPLEX. The tender shall be uploaded in two parts, namely, 'Part -I' containing Technical Bid and 'Part – II' comprising 'Financial Bid'. The bid not uploaded in accordance with the prescribed manner will not be accounted for at all. Only those agencies/ Firm/ Person having successfully completed three similar nature of works each costing not less than 40% of the estimated cost put to tender, or two similar completed works each costing not less than 60% of the estimated cost put to tender, or one similar completed work costing not less than 80% of estimated cost put to tender during the last five years ending previous day of last date of submission of tender in Government Department or Public Sector undertaking with annual turnover more than 30% of the estimated cost in each year during the immediate last three consecutive financial year ending March 2017 duly certified by Chartered Accountant are entitled to apply. A proof thereof should be uploaded with the Technical Bid. The tenderer should be registered with the Department of Trade & Taxes, GST/GNCTD and furnish a copy of registration with the tender.

NETAJI SUBHASH SPORTS COMPLEX में निम्नलिखित कार्यों के लिए दिल्ली विकास प्राधिकरण, (स्पोर्ट्स विंग) की ओर से ई-टेंडरिंग मोड के माध्यम से ऑनलाइन निविदाएं आमंत्रित की जाती हैं। निविदा को दो भागों में अपलोड किया जाएगा, अर्थात्, I भाग -I 'जिसमें तकनीकी बोली और - भाग- II' ising वित्तीय बोली 'शामिल हैं। निर्धारित तरीके के अनुसार अपलोड नहीं की गई बोली का कोई हिसाब नहीं होगा। केवल उन एजेंसियों / फर्म / व्यक्ति ने तीन समान कार्यों को सफलतापूर्वक पूरा किया है, जिनमें से प्रत्येक की लागत अनुमानित लागत का 40% से कम नहीं है, या दो समान पूर्ण कार्यों में से प्रत्येक लागत का अनुमानित लागत का 60% से कम नहीं है, जिसे निविदा में डाला गया है या इसी तरह का पूरा किया हुआ काम जिसकी लागत अनुमानित लागत का 80% से कम नहीं है, सरकारी विभाग या सार्वजनिक क्षेत्र में निविदा जमा करने की अंतिम तिथि के अंतिम पाँच वर्षों के दौरान अनुमानित लागत के 30% से अधिक वार्षिक टर्नओवर के साथ निविदा के लिए रखी गई है मार्च 2017 में समाप्त होने वाले तत्काल पिछले तीन लगातार वित्तीय वर्ष के दौरान चार्टर्ड एकाउंटेंट द्वारा विधिवत प्रमाणित आवेदन करने के हकदार हैं। एक सबूत को तकनीकी बोली के साथ अपलोड किया जाना चाहिए। निविदाकर्ता को व्यापार और कर विभाग, GST / GNCTD के साथ पंजीकृत होना चाहिए और निविदा के साथ पंजीकरण की एक प्रति प्रस्तुत करनी चाहिए।

Sl. No.	NIT No. & Name of work	Estimated Cost	Last date & time of submission of tender
		Earnest Money	Date & time of opening of technical bids
		Time Allowed	
1.	NIT No. 17 /NSSC/DDA/2018-19 NOW:- Maintenance of Netaji Subhash Sports Complex, DDA. SH: Providing Housekeeping staff for day-to-day cleaning and maintenance of the complex at NSSC. SH : एनएसएससी में परिसर की दिन-प्रतिदिन की सफाई और रखरखाव के लिए हाउसकीपिंग स्टाफ प्रदान करना।	Rs. 32,74,181 /-	11.03.2019 Upto 3:00 PM
		Rs.65484/-	*
		12 Months	13.03.2019 at 11:00 AM

Tender documents can be obtained / download on the e-tendering portal i.e. [website https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) or [www.dda.org.in](http://www.dda.org.in) upto **11.03.2019 (last date of sale)**. Earnest money amounting to **Rs.65484/-** and shall be deposited through RTGS/NEFT in the account of "CAU SPORTS DDA" having account No. **0167104000254427** with "IDBI Bank, Friends Colony, Delhi State, 110065, (IFSC. IBKL0000167)". The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in the E-Tendering system by the prescribed date. The DDOs concern will get earnest money verified from their banks based on the unique transaction reference no. against each RTGS/NEFT payment before the tenders are opened.

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The unique transaction reference of RTGS / NEFT against EMD Document shall be placed online on the website.

Bidder/tenderer registered in Contractor's Registration Board (CRB) of DDA are required to pay the e-tendering annual charges as under:

ई-टेंडरिंग पोर्टल यानी वेबसाइट <https://eprocure.gov.in/eprocure/app> या [www.dda.org.in](http://www.dda.org.in) पर 11.03.2019 (बिक्री की अंतिम तिथि) तक निविदा दस्तावेज प्राप्त / डाउनलोड किए जा सकते हैं। "सीएयू स्पोर्ट्स डीडीए" के खाते में "IDBI बैंक, फ्रेंड्स कॉलोनी, दिल्ली राज्य, 110065, (IFSC - IBKL0000167) के साथ खाता संख्या 0167104000254427 पर आरटीजीएस / एनईएफटी के माध्यम से रु। 65484 / - और जमा किया जाएगा। आरटीजीएस / एनईएफटी के अनूठे लेनदेन संदर्भ को निविदाकर्ता द्वारा ई-टेंडरिंग प्रणाली में निर्धारित तिथि तक अपलोड करना होगा। डीडीओ की चिंता के कारण अद्वितीय लेनदेन संदर्भ संख्या के आधार पर अपने बैंकों से बयाना प्राप्त किया जाएगा। निविदाएं खुलने से पहले प्रत्येक आरटीजीएस / एनईएफटी भुगतान के खिलाफ।

वेबसाइट पर आरटीजीएस / एनईएफटी के अनूठे लेनदेन संदर्भ को ईएमडी दस्तावेज के साथ ऑनलाइन रखा जाएगा।

डीडीए के ठेकेदार पंजीकरण बोर्ड (सीआरबी) में पंजीकृत बोलीदाता / निविदाकर्ता को ई-निविदा वार्षिक शुल्क का भुगतान करना आवश्यक है:

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

The bidder/tenderer who are not registered in DDA and wish to bid in DDA tender are required to pay annual charge of E-tendering of Rs. 20,000/-+GST

The tender shall be submitted online in two parts, viz., technical bid and price bid.

बोलीदाता / निविदाकर्ता जो डीडीए में पंजीकृत नहीं हैं और डीडीए निविदा में बोली लगाना चाहते हैं, उन्हें रुपये का ई-टेंडरिंग का वार्षिक शुल्क देना होगा। 20,000 / - + जीएसटी

निविदा को दो भागों में ऑनलाइन प्रस्तुत किया जाएगा, तकनीकी बोली और मूल्य बोली।

### Technical Bid (First cover)

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

- Scanned copy of Tender Acceptance Letter (To be given on Company Letter Head).
- Scanned copy of Tender Application Form
- Scanned copy of reference of RTGS/NEFT (EMD).
- Scanned copy of PAN No.
- Scanned copy of GST Registration
- Scanned copy of ESI, EPF Registration
- Scanned copy of Proof of requisite fee deposited with Contractors Registration Board of DDA.
- Scanned copy of Turnover Certificate duly certified by Chartered Accountant
- Scanned copy of satisfactory completion certificates as per NIT condition.

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

### Price Bid (second cover)

- Schedule of price bid in the form of BoQ\_XXXXX.xls

*Note(1):- The bidder will use one UTR for one work only. In case, it is found that he has used one UTR number for different tenders, all the tenders submitted by him will be rejected and he will be debarred from further tendering in DDA in future."*

Note(2):- The intending tenderer should ensure before tendering in DDA that the requisite fee has been already deposited with CRB.

Note (3):- **No Hard copy** of any document will be required to be submitted by the tenderers till the opening of the tenders. Hard Copies of relevant documents will be required from the lowest tenderer only.

Note (4):- For terms and conditions, eligibility criteria of specialized work, the manner in which Earnest Money is to be deposited through RTGS mode and other information/instructions, please visit DDA's website <https://eprocure.gov.in/eprocure/app> or [www.dda.org.in](http://www.dda.org.in). For any assistance on e-tendering please contact concerned EE or M/s N.I.C. on email [cxxx-nic@nic.in](mailto:cxxx-nic@nic.in) or 0120-4200462, 0120-4001002, 0120-4001005 & 0120-6277787 or send a mail over to – [support-eproc@nic.in](mailto:support-eproc@nic.in)

तकनीकी बोली में निम्नलिखित दस्तावेज प्रस्तुत करने के लिए निविदाएं आवश्यक हैं: -

- i / निविदा स्वीकृति पत्र की स्कैन की गई प्रति (कंपनी पत्र प्रमुख को दी जानी चाहिए)।
- ii / निविदा आवेदन पत्र की स्कैन की गई प्रति
- iii / आरटीजीएस / एनईएफटी (ईएमडी) के संदर्भ की स्कैन की गई कॉपी।
- iv / पैन नंबर की स्कैन की गई कॉपी
- v / जीएसटी पंजीकरण की स्कैन की गई प्रति
- vi / ईएसआई, ईपीएफ पंजीकरण की स्कैन की गई कॉपी
- vii / डीडीए के ठेकेदार पंजीकरण बोर्ड के पास जमा अपेक्षित शुल्क के सबूत की स्कैन की गई कॉपी।
- viii / चार्टर्ड एकाउंटेंट द्वारा विधिवत प्रमाणित टर्नओवर प्रमाणपत्र की स्कैन की गई प्रति
- ix / एनआईटी की शर्त के अनुसार संतोषजनक पूर्णता प्रमाणपत्रों की स्कैन की गई कॉपी।

किसी भी निविदा में आवश्यक जानकारी के संबंध में कमी पाई गई और/ या दस्तावेजों और/ या तकनीकी बोली के साथ बयाना धन पर विचार नहीं किया जाएगा।

मूल्य बोली (दूसरा कवर)

i) BoQ\_XXXXX.xls के रूप में मूल्य बोली की अनुसूची

नोट (1): - बोली लगाने वाला केवल एक काम के लिए एक यूटीआर का उपयोग करेगा। मामले में, यह पाया गया है कि उसने अलग-अलग निविदाओं के लिए एक यूटीआर नंबर का उपयोग किया है, उसके द्वारा प्रस्तुत सभी निविदाओं को खारिज कर दिया जाएगा और उसे भविष्य में डीडीए में आगे की निविदा से विस्थापित किया जाएगा। "

नोट (2): - इच्छुक निविदाकर्ता को डीडीए में निविदा से पहले यह सुनिश्चित करना चाहिए कि अपेक्षित शुल्क पहले ही सीआरबी द्वारा जमा कर दिया गया है।

नोट (3): - निविदाओं को खोलने तक किसी भी दस्तावेज की कोई हार्ड कॉपी निविदाकारों द्वारा प्रस्तुत करने की आवश्यकता नहीं होगी। प्रासंगिक दस्तावेजों की हार्ड प्रतियां केवल सबसे कम निविदाकार से आवश्यक होंगी।

नोट (4): - नियम और शर्तों के लिए, विशेष कार्य की पात्रता मानदंड, जिस तरीके से अर्जित धन आरटीजीएस मोड और अन्य सूचनाओं / निर्देशों के माध्यम से जमा किया जाना है, कृपया डीडीए की वेबसाइट <https://eprocure.gov.in/> पर जाएं। [eprocure / app](mailto:eprocure/app) या [www.dda.org.in](http://www.dda.org.in). ई-टेंडरिंग पर किसी भी प्रकार की सहायता के लिए संबंधित ईई या मेसर्स एन.आई.सी. ईमेल पर [cxxx-nic@nic.in](mailto:cxxx-nic@nic.in) या 0120-4200462, 0120-4001002, 0120-4001005 और 0120-6277787 पर मेल भेजें या सपोर्ट करें- [support-eproc@nic.in](mailto:support-eproc@nic.in)

Sr. A.O. (Sports), DDA

DETAILS BELOW THIS LINE NOT TO BE PUBLISHED

## Delhi Development Authority

1. Commissioner (Sports), DDA
2. Commissioner (System), DDA - through e-mail for uploading on DDA Website.
3. Sr. A.O. (Sports), DDA
4. Secy. (Coordn), Sports Wing, DDA
5. Sect. DDA Contractor's Welfare Association Visas Minar, I.P. Estate, New Delhi.
6. Sect. DDA Builders's Association, E-18, Vikas Kutir, New Delhi.
7. The General Secretary, Delhi Contractor's Welfare Association (Regd.), 306, Masjid Moth, N.D.S.E., Part-II, New Delhi-110049.
8. All Secretary of DDA Sports Complexes for displaying on their Notice Boards.
9. A. E. (Civil)/NSSC
10. Notice Board

Sr. A.O. (Sports), DDA

Delhi Development Authority

**TENDER APPLICATION FORM FOR  
HOUSEKEEPING STAFF FOR DAY-TO-DAY CLEANING AND MAINTENANCE OF THE COMPLEX AT NSSC.**

1. Name of Applicant \_\_\_\_\_  
(in block letters)

2. Name of Firm/Company/ Agency \_\_\_\_\_  
(in block letters)

3. Name of Authorized Signatory of  
firm/Company) \_\_\_\_\_

Affix Passport  
size  
photograph of  
the tenderer

Father's/Husband Name (in case of  
individual) \_\_\_\_\_

4. \_\_\_\_\_  
5. If firm, name of the partner (Please upload  
attested copy of the partnership deed) \_\_\_\_\_

6. If company, No. & Date of Certificate of in-  
corporation & the name of the Managing  
Director (Please upload attested copy of  
certificate of incorporation). \_\_\_\_\_

7. Date of Birth/ Age \_\_\_\_\_

8. PAN no. issued by Income tax department  
(for Applicant & Firm/Company/Agency) \_\_\_\_\_

9. GST No. \_\_\_\_\_

10. Provident Fund Account No. \_\_\_\_\_

11. ESI No. \_\_\_\_\_

12. Full Address \_\_\_\_\_

a) Residential (individual and of Mg.  
Partner/M.D. in case of Firm/company  
& Tel. No. \_\_\_\_\_

b) Business & Tel. No. \_\_\_\_\_

c) Email ID \_\_\_\_\_

13. Particulars of similar works undertaken  
during the last 5 years (proof must also be  
uploaded). \_\_\_\_\_

14. Amount deposited on account of earnest money of Rs. \_\_\_\_\_ vide unique transaction reference of RTGS /  
NEFT No. \_\_\_\_\_ dated \_\_\_\_\_ on \_\_\_\_\_ Bank, \_\_\_\_\_ in favour of CAU SPORTS DDA.

Signature of Applicant with Rubber Stamp)

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

**Date:**

**To,**

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

**Tender Reference No:** \_\_\_\_\_

**Name of Tender / Work: -**

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**Dear Sir,**

**1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:**

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**as per your advertisement, given in the above mentioned website(s).**

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

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

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

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

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

# Delhi Development Authority

## ITEM/PERCENTAGE RATE TENDER AND CONTRACT FORM

Name of Work: **Maintenance of NETAJI SUBHASH SPORTS COMPLEX, DDA.**

SH: **Providing Housekeeping staff for day-to-day cleaning and maintenance of the complex at NSSC.**

- i) To be submitted through E-Tendering up to 3.00 pm on 11.03.2019.
- ii) To be opened through E-Tendering at 11.00 AM on 13.03.2019 at Siri Fort Sports Complex, August Kranti Marg, Siri Fort, Delhi.

### TENDER

I/ We have read and examined the notice inviting tender, General Rules and Directions, Conditions of Contract, special condition, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the DDA within the time specified in NIT, viz., schedule of quantities and in accordance in all respects.

We agree to keep the tender open for ninety (90) days from the date of opening of financial bid.

A sum of **Rs. 65484/-** is hereby forwarded through RTGS/NEFT in the account of "CAU SPORTS DDA" as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said DDA or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that DDA or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained in NIT.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re tendering process of the work.

I/we undertake and confirm that eligible work(s) has/have not executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in DDA in future for ever. Also, if such a violation comes to the notice of the Department before the date of start of work the Commissioner (Sports) shall be free to forfeit the entire amount of earnest money deposit /performance guarantee."

I/we hereby declare that I/we shall treat the tender documents and other records connected with the work as secret/confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Signature of witness

Name:

Address:

Occupation:

Signature of contactor

Name:

Address:

### A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the DDA for a sum of Rs..... (Rupees)

The letters referred to below shall form part of this contract Agreement:

- i)
- ii)
- iii)

For & on behalf of Delhi Development Authority

Signature \_\_\_\_\_

Designation: Sr. A.O. (Sports)  
Sports Wing

# Delhi Development Authority

## **DELHI DEVELOPMENT AUTHORITY NETAJI SUBHASH SPORTS COMPLEX**

### **Terms and Conditions of the Tender**

#### **DEFINITIONS**

1. “Agency/Contractor” shall mean a tenderer whose tender has been accepted by the D.D.A. and is sent a written communication confirming the same.  
“Department” shall mean the D.D.A.  
D.D.A. will be called as first party and the tenderer as second party.

#### **Eligibility criteria**

2. Only those agencies/ Firm/ Person having successfully completed three similar nature of works each costing not less than 40% of the estimated cost put to tender, or two similar completed works each costing not less than 60% of the estimated cost put to tender, or one similar completed work costing not less than 80% of estimated cost put to tender during the last five years ending previous day of last date of submission of tender in Government Department or Public Sector undertaking.
3. Contractor should submit work-order/award letter of the same with satisfactory work completion certificate in order to substantiate that the bidder undertakes the jobs on regular basis.
4. The validity of the tender is 90 days from the date of opening of the financial bid.
5. The tenderer has to attach copy of Tender Acceptance Letter (To be given on Company Letter Head), Tender Application Form, RTGS/NEFT in r/o EMD, Pan Card, GST Registration, ESI Registration, EPF Registration, Proof of requisite fee deposited with Contractors Registration Board of DDA, Turnover Certificate during the last three years certified by Chartered Accountant, Completion Certificate showing similar nature of works as applicable during the last five years.
6. Tenderer must submit a copy of GST registration certificate which should be in the name of the tenderer.
7. Contractor should not be blacklisted / debarred by any Central/State Govt./Municipal agency. An undertaking to this effect needs to be furnished on a non-judicial stamp paper of Rs. 50/-.
8. Bid should be complete, covering the entire scope of the work and should conform to the General and Special conditions indicated in the bid document. Incomplete and non-conforming bids will be outrightly rejected.
9. No joint venture/consortium shall be allowed to participate in the tender process.
10. Scanned copies of the above mentioned documents should be provided with the Tender documents through e-tendering process.
11. Earnest Money shall be deposited through RTGS/NEFT in the account of “CAU SPORTS DDA” having account No. 0167104000254427 with “IDBI Bank, Friends Colony, Delhi State, 110065, (IFSC. IBKL0000167). The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tender in the e-tendering system by the prescribed date. The DDO concerned will get earnest money verified from Bank based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.
12. Earnest money has to be deposited through Separate transactions for each NIT, even though it is recalled or re-invited.
13. Further, if I/we fail to commence work as specified I/we agree that DDA or its successors in office shall without prejudice to any other right or remedy available in law, be a liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all works referred to in the tender documents upon the terms and conditions contains in NIT.
14. The successful tenderer shall provide attested copies of above mentioned documents before award of the work and original documents also, if so directed.
15. The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5 % (Five percent) of the tendered amount within the period of 15 days from the date of issue of letter of intent. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank/Banker’s cheque of any scheduled bank/Demand draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000) or Government securities or fixed Deposit Receipts of any Scheduled bank or the State Bank of India in accordance with the prescribed form.
16. The validity of the tender is for the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of financial bid. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of tender which are not acceptable to the department, then the DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re tendering process of the work.



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17. If the contractor withdraws his offer immediately after the award of work, the Earnest Money deposited by the Contractor shall be forfeited absolutely and disciplinary action as deemed fit shall be taken by the department against the contractor.
18. SCOPE OF WORK TO BE EXECUTED BY CONTRACTOR/TENDERER:- The Contractor shall be fully responsible for the job work at NETAJI SUBHASH SPORTS COMPLEX under the overall supervision and direction of the Department. The Contractor shall seek instructions from the Department, or any other officer authorized by the Department for the above noted purpose.
19. The labour shall for all purpose be employee of the agency who shall be responsible to provide all admissible and / or fringe benefits to its employees and DDA shall not be responsible for any liability whatsoever in this respect.
20. The payment of monthly contracted amount shall be based on biometric attendance records duly verified by the Secretary of the Sports Complex/ Golf Course. The bill should be submitted by 15<sup>th</sup> of every month following the month of payment by the agency. However, the agency shall disburse the amount of monthly payment to its engaged employees latest by 07<sup>th</sup> of every month and make the payment through transfer of wages directly to the employee's personal account on duly authorization of the employee as provided in Section 6 of the Payment of Wages Act 1936. The agency is the Master of persons engaged for that purpose, and Delhi Development Authority has no concern with the employee of the agency/contractor.
21. At no circumstances the agency shall give less than minimum wages of GNCTD rates / DDA approved rates to labour.
22. That the quoted rates should invariably be written both in figures and words, failing which the tender shall liable to be rejected.
23. **Performance Evaluation:** The D.D.A. shall rate the quality/performance of the Contractor and the Contractor is obliged to perform to the entire satisfaction of the D.D.A.
24. Commissioner (Sports) or any other officer of DDA authorized by him reserves the right to satisfy itself about the quality of the job work services provided by the Contractor. In case of unsatisfactory performance, the Contractor will be given opportunity to improve the service within a period of one week failing which following consequences shall follow:-
  - a. Penalty of 5% to 10% of monthly contract amount shall be imposed depending upon the level of deficiency.
  - b. DDA shall forfeit the Security Deposit and Performance Guarantee in case of failure on the part of the Contractor to improve the services after notice.
  - c. The decision of the Commissioner (Sports) DDA will be final in this regard.

### **Tender Form, Earnest Money & Security Deposit**

25. Eligible Contractors can download the tender from website <http://www.dda.org.in> or <https://eprocure.gov.in/eprocure/app>.
26. The tenderer must produce a certificate that up-to-date returns have been filed alongwith the copies of such returns submitted to the Department of Trade and Taxes.
27. The notice inviting tender shall form a part of the contract document. The successful tenderer/Contractor shall, as directed by the Department, sign the necessary contract documents consisting of the notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as issued at the time of invitation of tender and acceptance thereof, with any correspondence leading thereto within the time specified in the letter communicating the acceptance of the tender. In case of delay, the earnest money may be forfeited and the tender cancelled, or the contract enforced as per the terms of the tender and the invitation to tender and the tenderer shall thus be bound by the conditions of contract even though the formal agreement has not been executed and signed within the specified time by the tenderer.

### **Period of Tendered Work**

28. This contract will be awarded initially for a period of 12 Months/ 365 Days from the day the Contractor starts providing labour and may be extended for next period depending upon the quality of job work rendered by the tenderer. Extension, if made, is subject to the satisfaction of DDA and it would be at the absolute discretion to DDA. The Contractor would not have any right for extension of the period of the contract.

### **Performance Guarantee**

- (i) Within 15 days from the date of acceptance of tender, the contractor shall pay Performance Guarantee in the form of Demand Draft, FDR of any nationalized bank equivalent to 5% of the tendered cost of work. Such Performance Guarantee shall be free of interest and will be refundable after one month from the date of handing over of the vacant possession of the site by the tenderer, clearance of dues, subject to satisfactory and due fulfillment of the terms and conditions of the agreement during the contract period. The Performance Guarantee so deposited shall be forfeited in the event of breach of any of the clauses as contained in the agreement.
- (ii) The Contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract

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agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period of 15 Days from the date of issue of letter of acceptance. This period can be further extended by the Commissioner (Sports), DDA up to a maximum period of 7 days on written request of the contractor stating the reasons for delay in procuring the performance Guarantee to the satisfaction of the Commissioner (Sports), DDA. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank or banker cheque of any scheduled bank/ Demand Draft of any scheduled bank/Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the DDA as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.

- (iii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iv) The Commissioner (Sports), DDA shall not make a claim under the performance guarantee except for amounts to which the DDA is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
  - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Commissioner (Sports), DDA may claim the full amount of the Performance Guarantee.
  - (b) Failure by the contractor to pay DDA any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Commissioner(Sports), DDA.
  - (c) In the event of the contract being determined or rescinded under provision of any of the Clause/ Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the DDA.

30. **Recovery of Security Deposit:-** The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit DDA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the update amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by DDA by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the DDA as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by DDA on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 Months) endorsed in favour of the DDA, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tender will be treated as part of the Security Deposit.

The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh.

**Note-1:** Government papers tendered as security will be taken at 2.50% below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

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**Note-2:** Government Securities will include all forms of Securities mentioned in rule No.274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

31. **Refund of Security Deposit**:- The security deposit tendered by the tenderer shall be released within three months from the date of completion of work or date of payment of final bill whichever is later on furnishing a certificate that up to date dues / wages of the staff / labour, so engaged by the Agency have been cleared and no dispute/claim is pending on the said account in any Court of Law/Forum. Further the agency shall have to submit a clearance certificate from Secretary of the Complex that no amount is outstanding against him on any account whatsoever before release of security deposit. No interest shall be payable on the amount of security deposit.
32. **Payment of Bills** :- Bill payment will be done by D.D.A. within thirty days from the date of submission of the bill in respect of undisputed bills. The Contractor while preferring the bill for payment will have to certify that the wages (as per Minimum Wages Act and other statutory liabilities) of the employees deployed on site, for the month for which the bill pertains have been disbursed electronically directly to the bank account of the individuals. The Contractor shall submit a copy of bank statement showing the online transfer of minimum wages to the bank account of individual deployed at site and amount paid to the concerned Authorities of EPF and ESI. The D.D.A. can ask for any document from the Contractor to ensure that the payment to the workers has been made strictly in accordance with the Minimum Wages Act.
33. The Contractor shall have to make the payment of wages to the employees irrespective of the fact whether D.D.A. has made the payment to the Contractor for a particular month or not.
34. The Contractor shall transfer the wages directly to the employee's personal account on duly authorization of the employee as provided in Section 6 of the Payment of Wages Act 1936.
35. That during the contractual period, if the GNCTD rates or the rates approved by the Competent Authority DDA, are revised, the additional increased amount shall be payable to the agency for onward payment to the engaged labours after it is approved by Competent Authority. The agency should submit bill for increased/revised wages within one month from the date of Notification of GNCTD or the rates revised/approved by the Competent Authority of DDA. No bill for increased/revised wages shall be entertained if the agency failed to claim it within the above stipulated period until proof of payment of increased rates to the then labour employed through ECS is presented.
36. The agency should be registered with the GST Department, A proof in this regard is necessary to be enclosed with tender otherwise the tender shall not be entertained.
37. **“Quoted rates should be inclusive of all taxes / levies, EPF and ESI including GST payable under respective statutes. The contractor shall be responsible for deposition of applicable GST to the concerned Authority.”** DDA will not entertain any claim, whatsoever, in this respect.
38. Wherever any over payment which may have been made comes to the notice of D.D.A., the same shall be deducted by D.D.A. from any sum due, or which at any time thereafter may become due to the Contractor under this tender/agreement/contract, and failing that, under any other tender/contract/agreement with D.D.A., or from the security deposit / contracted performance guarantee.
39. If any underpayment is discovered, the amount shall be duly paid to the Contractor by the D.D.A. as and when pointed out and justified.
40. Whereas the D.D.A. shall adjust for changes in wages according to Minimum Wages Act. (Any increase on this account, will be supported by relevant notification/documents.)
41. **Notice of the D.D.A.** :- Subject to as otherwise provided in the tender documents, all notices to be given on behalf of D.D.A. and all other action to be taken on its behalf may be taken by the Commissioner (Sports), or any authorized official of the D.D.A.
42. **Legal Liability and Responsibility of the Contractor** :- It will be the responsibility of the Contractor to get all the related clearances as applicable under Govt. of India/ Government of NCT of Delhi, or other State laws and fulfill these requirements.
43. Contractor shall indemnify the DDA against all payments by DDA under obligation, to be made under and for observance of various laws, statutory provisions, rules and regulations thereunder. It shall be obligatory on the part of the Contractor to indemnify the DDA and also, to remit/refund the amount to DDA suo moto or on demand.
44. **Liability of the D.D.A.**:- The D.D.A. shall not provide any residential, or any other type of accommodation to the Agency. No cooking or lodging shall be allowed in NETAJI SUBHASH SPORTS COMPLEX/~~Golf course~~ for the staff engaged by the Contractor.

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45. The D.D.A. will be under no obligation to provide employment to any of the employees of the Contractor during, or after expiry of tender/agreement/contract period and the D.D.A. will recognize no employer-employee relationship between D.D.A. and the employees deployed by the Contractor.
46. The D.D.A. shall not be responsible financially, or otherwise for any injury caused to the personnel in the course of performing the job functions as per this tender. The contractor shall be responsible financially or otherwise for any injury caused to the person in the course of performance of his duties concerning job functions as per the standards.
47. **Termination of Contract :-**
- If the Contractor at any time defaults in executing the job work with due diligence and care and continues to do so, and / or the Contractor commits fault in complying with any of the terms and conditions of the agreement and does not remedy it, or take effective steps/measures to remedy it, or fails to complete the work as per the terms and conditions and does not complete them within the period specified in the notice given to him in writing, the D.D.A. may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to the Contractor, shall cancel the contract/agreement after one month's notice and security deposit/contract performance guarantee will also be liable to be forfeited by the D.D.A. The D.D.A. on such cancellation, shall have powers to carry out/execute the work through other agencies, or by any other means at the risk and cost of the Contractor.
  - The D.D.A. reserves the right to terminate the contract, without assigning any reason, by giving to the Contractor one month's notice of its intention to do so and on the expiry of the said period of notice, the contract/agreement shall come to an end without prejudice to any right or remedy that may be accrued to the Contractor.
  - If any information furnished by Contractor is found to be incorrect or false at any time, the tender/contract/agreement is liable to be terminated after one month's notice and the security deposit will also be liable to be forfeited to the D.D.A.
  - In case the Contractor wants to terminate the tender/contract/agreement, it shall have to give three months notice in advance to this effect to the D.D.A.
  - Commissioner (Sports) reserves the right to reject all or any offer without assigning any reason and the same shall not be questionable before any forum, court of law, etc.
48. **Arbitration:-** In the event of any dispute arising out of this tender/contract/agreement, or in connection with the interpretation of any clause in the terms and conditions of the tender/ agreement/contract or otherwise, the matter shall be referred to the arbitrator appointed by the Competent Authority of DDA. Courts at Delhi/New Delhi shall have jurisdiction in connection with any dispute/litigation arising between the parties concerned to the given Contract/Agreement.
49. **Other conditions of the tender:-** The tender form should be clearly filled in and no column should be left blank. No interpolation is permissible.
50. Change in the name of the tenderer during the tender process shall not be allowed under any circumstances.
51. No change in the constitution of the share-holding of the successful tenderer shall be permissible in any circumstances. Any change, if undertaken by the Contractor, shall tantamount to violation of the terms & conditions of the Tender/Agreement/Contract and shall lead to cancellation of the Tender/termination of the Agreement/Contract, forfeiture of the security deposit and encashment of the performance guarantee.
52. The D.D.A. will deduct all taxes as applicable from time to time.
53. The Contractor shall not be allowed to give its work to some other party, or sub Contractor during the tender Agreement, nor change of the name of the firm shall be allowed without the prior approval of D.D.A.
54. The agency submitting the tender would be presumed to have considered and accepted all the terms and conditions of this tender.
55. The person signing the tender/contract/Agreement on behalf of Limited Company/firm will produce a letter of authority/Resolution passed by the company/firm empowering him to sign the tender/agreement/contract on behalf of the company/firm.
56. The Contractor shall indemnify the D.D.A. against all other damages/charges and expenses for which the D.D.A. is held liable, or pays on account of the negligence of the Contractor, or his servants, or any person under its control, whether in respect of accident, injury to the person, or damages to the property of any member of the public, or any other person while executing the work, or otherwise and against all claims and demands thereof.
57. If any damage / theft is caused to the assets / property / office equipment by job work personnel and/or supervisor of the Contractor, or otherwise, then the Contractor shall bear the cost of repair, or replacement, or damages, as the case may be.
58. Any person who is in government service or an employee of D.D.A. should not be made a partner to the contract by the Contractor directly, or indirectly in any manner whatsoever.
59. Any other appropriate provisions as advised by the D.D.A. shall be incorporated in the agreement to be executed by the contracting agency and the same shall be binding on both the parties to the ensuing contract/agreement.

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60. The agency shall provide a non-judicial stamp paper of Rs.100/- for preparing the contract/agreement. The successful tenderer shall enter into a contract/agreement with the D.D.A. as per the terms and conditions of the tender within 15 days from the date of issue of letter of acceptance, or whenever called upon to do so by the D.D.A., whichever is earlier.
61. That the Contractor shall provide any additional personnel for performing any additional duty as directed by the D.D.A. or any authorized officer of the D.D.A., in addition to those duties/personnel covered in this tender and the Contractor shall not claim any extra payment on this account.
62. The D.D.A. reserves the right to cancel the tender/contract/agreement, or to withhold the payment in the event of non-commencement, or non-compliance of terms and conditions to the agreement, or unsatisfactory performance of the work. In such eventuality, D.D.A. further reserves the right to get the work done from some other agencies and shall also cancel the tender/agreement/contract at one month's notice. The Contractor shall be black-listed by the D.D.A. from participating in such type of tender of D.D.A. and its earnest money/security deposit shall also be forfeited.
63. The Contractor shall not employ any person who has not completed eighteen years of age.
64. The Contractor before execution of the work shall specify the actual number of workers to be engaged for the work job.
65. A complete list of the staff, engaged by the Contractor for deployment at site shall be furnished by the Contractor to the Department alongwith the complete address, photo, details of aadhar no., EPF/ESI and other antecedents of the staff. The Contractor shall deploy only those staff whose antecedents have been verified by the Delhi Police and the Contractor should give a certificate to that effect to the Department.
66. All staff to be engaged by the Contractor for execution of the proposed work shall be provided good quality uniform and Identity Card. The Identity Card to be issued by the company shall be countersigned by the Secy./NSSC, D.D.A. If any employee of the Contractor is found not wearing uniform or carrying Identity Cards, then the employee may be treated as absent from duty. The agency shall provide at time of signing of contract list of employees along with their photo, Aadhar no., ESI & EPF no. duly attested by the agency. If EPF/ESI is not readily available, exact time to do so should be specified. Further, frequent change of employees may not be allowed. If any change of employees is required, then advance notice will be given to that effect.
67. D.D.A. shall be at liberty to direct and to require the Contractor to remove from work any person employed by the Contractor who in the opinion of D.D.A. misconducts himself, or is incompetent, or negligent in the proper performance of his/her duties, or infirm and invalid, or indulges in unlawful activities, or the like and such person shall not be again employed for the work without the written permission of D.D.A.
68. All the terms and conditions contained in this tender document will be a part and parcel of Agreement/Contract to be executed by the contracting agency with the D.D.A.
69. Once the Competent Authority accepts the tender, the contracting agency shall be responsible to provide the Manpower within 15 days from the date of issue of letter of award.
70. Canvassing of any information in connection with the tender is strictly prohibited which may disqualify the tender. The tender must be unconditional.
71. Tenders not conforming to these terms and conditions will be rejected and no correspondence shall be entertained in this regard, whatsoever.
72. All tenderers are advised to keep a photocopy of tender documents with them for their future reference.
73. The rates quoted should not be less than the minimum wages of GNCTD rate or rates approved by the Competent Authority of DDA on the date of submission of the tender. In case the rates quoted are less than the minimum wages of GNCTD rate or rates approved by the Competent Authority of DDA as on submission of the tender, then the tender shall not be accounted for at all, and action, as deemed fit, can be initiated by DDA against the agency. The agency can also be debarred from further tendering in Sports Wing of DDA. **The quoted rate should be corrected up-to two places of decimal (Per day basis).**
74. "The bidder hereby acknowledge, having read and understand various statutory provisions as amended up-to date including but not limited to Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition ) Act, 1970, Employees' Provident Fund and Miscellaneous Provision Act, 1952, along with EPF Scheme, Payment pf Bonus Act 1965, payment of Gratuity Act,1972, etc. and undertake to ensure compliance of all the statutory provisions of the aforesaid statutes and all other statutes for the time being in force governing the employer, employee relationship between the tenders/contractors on one hand and their employees on the other hand. The parties hereto have clearly understood and acknowledges that DDA shall not be liable in any manner under any circumstances for non-compliance of the aforesaid statutory provisions and other relevant provisions governing the tenderers/contractors and his/ their employees and there shall de no obligation of DDA shall not have any privy with the employees of the tenderers / contractors for endorsement of the aforesaid statutes or otherwise".
75. In case the rates / lowest amount quoted / tendered by the bidders are same, then in order to arrive at a decision, a draw of lots shall be carried out by a Committee comprising of Secretary of the Complex, Sr. AO (Sports) and DDO of the Complex.

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76. For any clarification regarding the scope of work and/or any terms and conditions of tender, the intending tenderer can seek clarification from Secretary/NSSC on any working day in person.
77. The agency should be registered with EPFO and ESIC. The ESI and EPF contributions on the part of DDA (principal employer) in respect of this contract shall be paid by the contractor which are included in quoted rates. The agency shall submit the proof of these mandatory contributions along with the bills for subsequent month.
78. That before releasing payment to the agency, the DDO / Secretary concern shall ensure that the GST has been deposited by the agency with GST department in the form of valid challan containing necessary particulars of the agencies.
79. Further, if any agency submits a faulty or incomplete tender for the first time, 20% of the earnest money so deposited shall be forfeited. However, if the agency commits fault or submits incomplete tender again in the subsequent tenders and the Competent Authority finds that the default has been wilful, negligent or malafide in its intent, the earnest money shall be forfeited absolutely without assigning any reason and the tenderer shall not be allowed to participate in future tendering.
80. All the payment including pay / allowances to the contractual labour hired by the Authority or by the contractors is to be made electronically, directly to the bank account of the individuals.
81. The Secretaries of DDA Sports Complexes/Golf Courses shall obtain a report from the individual contractor that payments to the contractual labours are made electronically to the bank account of the concerned individuals.
82. A monthly statement in the enclosed format (Annexure 'I'), indicating the payment made, as per above, may be submitted by the contractor including details of the EPF/ESI deducted as prescribed under the rules, to the concerned Secretaries of DDA Sports Complexes/Golf Courses. DDOs /CAUs shall monitor and ensure the compliance of the above conditions.
83. Based on real-time feedback of members and administrative staff of DDA, as and when a deficiency of service is noticed, the same will be intimated to the agency/contractor for rectification. In case there is no improvement/rectification within 24 hours of intimation proportionate deduction, as approved by the Competent Authority, shall be made from the agency / contractor then proportionate money will be deducted from the agency/contractor.
84. The payment of monthly contracted amount shall be made on receipt of bill duly supported by bio-metric attendance records of the personnel deployed by Agency. If personnel reports late or leave early a proportionate amount will be deducted. This will be compulsory after the bio-metric machines are installed.
85. The contractor shall submit list of individuals to be deployed for the work to the Secretary of the Sports Complex / Golf Course with Aadhaar number and EPF & ESI number of these individuals at the time of signing of contract.
86. The intending bidders are advised to upload only relevant documents for tender submission.
87. Variation :- The Delhi Development Authority (DDA) reserves the right to increase or decrease the quantum of work amount by upto 30% variation.
88. **Every individual at the site of work shall be given one day weekly off during the week. However, details of absentees will be provided to the agency by 05<sup>th</sup> of each month duly signed by concerned officers & secretary of the complex.**
89. Save as otherwise provided in the contract, the agency shall submit monthly bills / for payment by 15<sup>th</sup> day of the following month to which it pertains alongwith absentee statement by name of manpower deployed, copy of bank statement showing online transfer of minimum wages to the bank accounts of individuals and amount of contributions paid to the concerned authorities of ESI and EPF. In the event of failure of agency to submit monthly bills by 15<sup>th</sup> day of the following month to which it pertains to penalty equal to 5% of the bill amount (since previous) for each default shall be deducted from the bill without any notice.
90. **Maintenance of Site Order Book:-** Proper Site Book Order will be maintained to issue day to day instructions to the agency which will remain under the custody of Secretary of sports complex / golf courses.
91. **Attendance Register** shall be provided by the agency for marking attendance of the workmen engaged till biometric attendance system becomes operative.
92. **For compliance of statutory provision of ESI & EPF:-**
- i. The payment of ESI/EPF is mandatory.
  - ii. In addition to other to other deposits mentioned elsewhere, the contractor shall be required to furnish Bank Guarantee for ESI/EPF contributions. The amount of Bank Guarantee would be such that covers the ESI/EPF contribution for a period of 03 months.
  - iii. The Bank Guarantee, shall however, be refunded after 01 month of satisfactory completion of work with due verification of ESI/EPF contributions paid to the concerned authorities.
  - iv. The agency shall solely liable for if any penalty is levied by the ESI/EPF departments for not having paid mandatory ESI/EPF contribution. An undertaking on stamp paper worth Rs.50/- to this effect shall be submitted alongwith tender by the agency.

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- v. Breach of any condition in respect of ESI/EPF shall attract penalty as decided by the Commissioner (Sports) and shall be adjusted from the R/A bills or from the Bank Guarantee as the case may be.
  - vi. The Contractor shall submit details of ESI/EPF contribution every month which shall be monitored through software developed by DDA.
  - vii. In case the agency fails to make the required contributions to the concerned department, suitable action decided by Commissioner (Sports) including blacklisting the agency shall be initiated.
93. Agencies mentioning NIL charges over and above the minimum wages and other mandatory payments such as EPF, ESI, GST etc. will not be considered. Therefore, if firm quotes "NIL" charges consideration, the bid shall be treated as unresponsive and will not be considered.

Sr. A.O. (Sports), DDA

*I have read and understood the above conditions and the same are acceptable to me/us.*

Signature of Tenderer/Applicant  
along with Seal

Delhi Development Authority

NETAJI SUBHASH SPORTS COMPLEX

Schedule of Work

**Name of Work: Maintenance of NETAJI SUBHASH SPORTS COMPLEX, DDA.**

**Sub Head: Providing Housekeeping staff for day-to-day cleaning and maintenance of the complex at NSSC.**

Sl. No.	Description of Items	Qty.	Unit	Rate	Amount
1.	Providing environment assistant (Un-skilled) for day to day sweeping & cleaning work for 7 days a week at Netaji Subhash Sports Complex, DDA (12 Nos. x 365 days)	4380.00	Per Person Per Day		

**Note :-**

1. The quoted rate should be corrected up-to two places of decimal. (Per day basis).
2. Rates notified by GNCTD shall be considered in the estimate.
3. Components of EPF (@13.15%) & ESI (@4.75%) are included in the estimate.

Secretary/NSSC

A. E. (Civil)/NSSC

Sr. A. O. (Sports), DDA



# Delhi Development Authority

## NETAJI SUBHASH SPORTS COMPLEX

### FORM OF PERFORMANCE GUARANTEE-BANK GUARANTEE BOND

1. In consideration of the Delhi Development Authority(hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said contractor(s)" for the work of \_\_\_\_\_ (hereinafter called "The said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We \_\_\_\_\_ (indicate the name of the bank) (hereinafter referred to as "the Bank) hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the Government.

2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

3. We \_\_\_\_\_ (indicate the name of the bank) the said bank further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Commissioner(Sports) on behalf of the Government certified that the terms and condition of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.

5. We \_\_\_\_\_ (indicate the name of the bank) further agree with the Government that the government shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We \_\_\_\_\_ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated \_\_\_\_\_ the day of \_\_\_\_\_ for \_\_\_\_\_ .

(Indicate the name of Bank)

# Delhi Development Authority

## Instructions for Online Bid Submission

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

- 2) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 3) Bidder should do the enrolment in the e-Procurement site using the “Online Bidder Enrolment” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 4) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 5) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 6) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 7) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 8) 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+GST
2	Class-II	Rs. 16,000 +GST
3	Class-III	Rs. 14,000 +GST
4	Class-IV	Rs. 10,000 +GST
5	Class-V	Rs. 6,000 +GST

The other Contractors not listed with DDA will deposit Rs. 20,000/- +GST 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.

- 9) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 10) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 11) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access DSC.
- 12) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 13) From my tender folder, he selects the tender to view all the details indicated.
- 14) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 15) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 16) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 17) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 18) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 19) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 20) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 21) The details of payments made through RTGS/NEFT should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 22) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have

## Delhi Development Authority

read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

- 23) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 24) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 25) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 26) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 27) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 28) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 29) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 30) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 31) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 32) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002, 0120-4001005 & 0120-6277787 or send a mail over to – support-eproc@nic.in

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Details of payment made to the contractual laboursNETAJI SUBHASH SPORTS COMPLEX :-

<b>S. No.</b>	<b>Name of the Contractor</b>	<b>Name of the Work</b>	<b>Present period of contract</b>	<b>Name and number of contractual labour</b>	<b>Amount of Minimum Wages to be paid to the individual</b>	<b>Whether statutory PF/ESI deducted (Yes/No)</b>	<b>Whether the amount deducted in column 7 has been deposited with the EPF and ESI Commissioner (Yes / No)</b>	<b>Bank statement submitted to the bank indicating the name of the person &amp; amount paid</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>	<b>(7)</b>	<b>(8)</b>	<b>(9)</b>