

## **M/o Yamuna Sports Complex**

**SH: Engagement of Skilled/Unskilled Labour for maintenance of Horticulture works at Yamuna Sports Complex.**

**N.I.T. NO. 02/Secy/YSC/DDA/2013-14**

**Estt. Cost : Rs. 4,82,200/-**

**Earnest Money : Rs. 9,644/-**

**Processing Fee: Rs. 562/-**

**Security Deposit : 5% of Tendered amount.**

**Performance Guarantee: 5% of Tendered amount.**

**Time Allowed : 12 (Twelve) Months**

**Certified that this NIT contains 1 to 25 pages.**

**SO(Hort)/YSC**

**Commissioner (Sports), DDA**

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**DELHI DEVELOPMENT AUTHORITY**  
**YAMUNA SPORTS COMPLEX**  
**Surajmal Vihar, Delhi-110092**

**N.I.T. NO. 02/Secy/YSC/DDA/2013-14**

Online item rate tenders are invited through e-tendering more for the following work mentioned below by the undersigned on behalf of DDA (Sports Wing) upto 3.00 PM from the approved and eligible contractors of DDA and the same shall be opened in the presence of intending tenderers or their representatives on the same day at Siri Fort Sports Complex, August Kranti Marg, New Delhi-110049 at 3.30 PM.

Agency / Contractor should have satisfactorily completed either one or more similar nature of works each costing not less than 40% of the estimated cost put to tender, or two similar works each costing not less than 50% of the estimated cost put to tender, or one similar work costing not less than 80% of the estimated cost.

S. No.	Name of work	<u>Name and address of Sports Complex</u>	Cost of Tender _____ Tender Processing Fee _____ Estimated Amount _____ Earnest Money	Time Period	Last Date & Time of submission of Tender/ _____ Period during which Unique transaction Reference of RTGS/ NEFT against EMD, Cost of tender Document, E-Tender processing Fee and other Documents shall be submitted	Date and time of opening of tender	Bank Detail
1.	M/o YSC SH: Engagement of Skilled / Unskilled Labour for maintenance of Horticulture Works at YSC.	Yamuna Sports Complex, Surajmal Viahrr, Delhi	Rs. 525/-  Rs. 562/-  Rs. 4,82,200/-  Rs. 9,644/-	twelve months	<u>Upto 03:00 P.M on 15.04.2013</u>  16.04.2013 At 3:00 PM	22.04.2013 At 2:30 PM	Bank Account No. 053000301990029  Name of Bank Corporation Bank  Branch Name Vivek Vihar, Delhi  IFSC Code No. CORP0000530

Tender documents can be obtained / download on the e-tendering portal i.e. [www.tenderwizard.com/dda](http://www.tenderwizard.com/dda) or [www.dda.org.in](http://www.dda.org.in) upto **15.04.2013 (last date of sale)**. Earnest money amounting to Rs. 9,644/- and cost of tender document of Rs. 525/- (Non-refundable) shall be deposited through RTGS/NEFT in the account of **"Yamuna Sports Complex, DDA"**. The unique transaction reference of RTGS / NEFT shall have to be uploaded by the tenderer in the E-Tendering system by the prescribed

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date. The DDOs concern will get tender cost / earnest money verified from their banks based on the unique transaction reference no. against each RTGS / NEFT payment before the tenders are opened.

The unique transaction reference of RTGS / NEFT against EMD, Cost of Tender Document shall be placed in single sealed envelope superscripted as "**Earnest money, cost of Tender Documents**" with name of work and due date of opening of the bid mentioned there on and will submit to tender opening Authority by prescribed Date.

**NOTE:- 1. A penalty will imposed to agency Rs. 5,000/- per day if work is not found satisfactorily by the Commissioner (Sports).**

**2. For eligibility criteria, mode of payment of tender cost, processing fee, earnest money and other details of the tender visit the website [www.tenderwizard.com/dda](http://www.tenderwizard.com/dda) or [www.dda.org.in](http://www.dda.org.in). For any assistance on e-tendering please contact M/s ITI Limited on 011-49424365, 8800991856, 8800991864, 8800991859, 8800991861, 8800991844, 8800991845.**

Commissioner (Sports), DDA

No. F 8(7) YSC/DDA/13-14/19

Dated 06.04.2013

Copy to:-

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

Commissioner (Sports), DDA

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**TENDER APPLICATION FORM FOR ENGAGEMENT OF SKILLED / UNSKILLED LABOUR  
FOR MAINTENANCE OF HORTICULTURE WORKS AT YSC.**

**A. PARTICULARS OF THE TENDERER/APPLICANT**

- |  |   |
|--|---|
| <p>1. Name of Person(s)/Firm/Company : _____</p> <p>2. Name of Father / Husband : _____<br/>(Auth. Signatory in case of firm/Company)</p> <p>3. Date of Birth : _____</p> <p>4. Address with Telephone No. : _____<br/>_____</p> <p>5. E-mail ID : _____</p> <p>6. Particulars of similar two works/job undertaken during the last 2 years (proof must also be enclosed)</p> <p>7. Each paper of the tender should be signed by the tenderer with seal of the Agency/Firm</p> <p>8. No column should be left blank and the rate &amp; amount should be written in such a way that interpolation is not possible.</p> | <p>Affix duly attested<br/>passport size<br/>photograph of the<br/>tenderer</p> |
|--|---|

**B. PARTICULARS OF YSC.**

1. Locality: **Surajmal Vihar, Delhi-110092**
2. Area in Sq. Meter: 2350000 Sq.Mtr.
3. Amount deposited on account of Earnest Money of Rs. 9,644/- shall be deposited through RTGS/NEFT in the account of **"Yamuna Sports Complex, DDA"**.

The DDA may at its discretion accept the offer made by me/us above or reject the same without assigning any reason.

(Signature of the applicant with Rubber Stamp)

**Note: The above format may be downloaded, filled-in and scanned copy uploaded and the quoted rates not be less than the estimated cost.**

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**ITEM/PERCENTAGE RATE TENDER AND CONTRACT FORM**

Name of Work : **M/o Yamuna Sports Complex**  
 SH : **Engagement of Skilled/Unskilled labour for maintenance of horticulture works at Yamuna Sports Complex, DDA**

- i) To be submitted through E-Tendering up to 3.00 pm on **15.04.2013**.
- ii) To be opened through E-Tendering at 2.30 pm on **22.04.2013** at Siri Fort Sports Complex, August Kranti Marg, Siri Fort, Delhi.

**T E N D E R**

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 sixty (60) days from the due date of its opening / Sixty days from the date of opening of financial bid.

A sum of Rs **9,644/-** is hereby forwarded through RTGS/NEFT in the account of **“Yamuna Sports Complex, 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 got executed through another contractor on back to back basis. Further that, if such a violation comes to the

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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: Commissioner (Sports)  
Sports Wing

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**DELHI DEVELOPMENT AUTHORITY**  
**YAMUNA SPORTS COMPLEX**

No.

Dated:

M/s \_\_\_\_\_

\_\_\_\_\_

ESTIMATED COST OF TENDER: Rs. 4,82,200/-

2% Earnest Money: Rs. 9,644/-

Cost of tenders: Rs. 500 + 5% VAT

Processing fee: Rs. 500+ 12.36% service tax

Period of completion: 12 months

Date & time for submission of tender through e-Procurement: **15.04.2013** at upto 3.00 PMPeriod during which EMD, cost of tender, documents and tendering process fee and other documents shall be submitted upto 3.00 P.M. on **16.04.2013**Date and time of opening of tender: **22.04.2013** at 2.30 P.M.

**Sub: INVITATION OF TENDER THROUGH E-TENDERING FOR ENGAGEMENT OF SKILLED/ UNSKILLED LABOUR FOR MAINTENANCE OF HORT. WORK AT YSC.**

**Terms and Conditions of the Tender**

**1. DEFINITIONS**

- 1.1 "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.
- 1.2 "Department" shall mean the D.D.A.
- 1.3 "Skilled/Unskilled" shall mean the full-time labour employed by the tenderer for carrying out the maintenance of horticulture works at YSC.
- 1.4 D.D.A. will be called as first party and the tenderer as second party.

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## 2. Eligibility criteria

- 2.1 Agency / Contractor should have satisfactorily completed either one or more similar nature of works each costing not less than 40% of the estimated cost put to tender, or two similar works each costing not less than 50% of the estimated cost put to tender, or one similar work costing not less than 80% of the estimated cost in Central Government/Central Autonomous Bodies/Central PSUs/State Govt., State PSUs, Municipal bodies, 3 Star Hotels, Malls, large corporate offices, large commercial establishments, hospitals, Delhi Metro, AAI, DIAL, etc., during the last 7 financial years previous to one in which the tenders are invited.
- 2.2 Contractor should submit work order of the same with satisfactory work completion certificate.
- 2.3 In order to substantiate that the bidder undertakes maintenance works on regular basis.
- 2.4 The validity of the quotation is 60 days from the date of opening of the sealed quotations.
- 2.5 The tenderer has to attach copy of Pan Card.
- 2.6 Tenderer must submit a copy of service tax registration certificate which should be in the name of the tenderer.
- 2.7 Contractor should not be blacklisted 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/-.
- 2.8 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.
- 2.9 No joint venture/consortium is allowed to participate in the tender process.
- 2.10 Scanned copies of the above mentioned documents should be provided with the Tender documents through e-tendering process.
- 2.11(a) Earnest Money and cost of tender shall be deposited through RTGS/NEFT in the account of Yamuna Sports Complex, **DDA account No. 053000301990029 with Corporation Bank, Vivek Vihar Branch, Delhi 110092 (IFSC Code CORP0000530)** 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 tender cost/earnest money verified from Bank based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.

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Earnest money and cost of tender have to be deposited through Separate transactions.

- (i) **Cost of Tender Document : Rs. 500/- + 5% D.Vat to be deposited through RTGS/NEFT in the account of the “Yamuna Sports Complex, DDA”.**
- (ii) **E-Tender Processing Fee – Rs. 500/- + 12.36% Service Tax (to be deposited through E-Mode of ITI Limited) in favour of M/s ITI Limited payable at Delhi).**

The unique transaction reference of RTGS/NEFT against EMD, Cost of Tender Document and Bank Guarantee shall be placed in single sealed envelop superscripted as “Earnest Money, cost of tender Documents” with name of work and due date of opening of the bid mentioned thereon and will submit to tender opening Authority by 16.04.2013(Date).

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.

- 2.12 The successful tenderer shall provide attested copies of above mentioned documents before award of the work and original documents also, if so directed.
- 2.13 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.
- 2.14 (i). The tender for the work shall remain open for acceptance for a period of sixty (60) days from the date of opening of tender/sixty days from the date of opening of financial bid(strike out as the case may be). 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,

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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.

- |          |  |  |
|----------|--|--|
| 2.14(ii) | 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. |
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**Commissioner (Sports), DDA**

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### 3. SCOPE OF WORK TO BE EXECUTED BY CONTRACTOR/TENDERER

- 3.1 The Contractor shall be fully responsible for the maintenance of horticulture works of all grounds/lawns etc. at YSC, 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.
- 3.2 The extensive maintenance works has to be generally should be done between 9:00 A.M. to 5:00 P.M. Periodic works are to be carried out on Sunday/Holidays. No extra payment shall be made by the D.D.A. to the Contractor for working at odd hours.
- 3.3 Regular maintenance of horticulture works, i.e. maintaining of the grounds/lawns, pruning of trees, shrubs, ground covers and display of plants in earthen/cement pots have to be done by unskilled labour on all working days of YSC.
- 3.4 Operating of Brush Cutter, Hedge Trimmer and Lawn Mower (Diesel and Electrical) for horticulture maintenance works by labour on all working days of YSC.
- 3.5 The work to be carried out shall also include watering, rolling, spreading of good earth, cow dung manure and chemical fertilizers etc. In case the any personnel damage the grounds/lawns etc., the Department will be well within its rights to recover the cost of restoring the damaged area and/or impose a penalty on the Contractor. The decision of the Commissioner (Sports), D.D.A. will be final and binding on the Contractor. List of equipment will be submitted in advance. The equipment should be in full working condition and suitable back-up to be maintained for fail safe maintenance.

### 4. Details of areas covered under this scope of work are as under:-

S.No.	Area
1.	Complete maintenance of grounds/lawns with entire lawn features in the lawn area and removal of all weeds, moving of lawn, clipping of hedge/edge and top dressing of garden area with good earth and manure once/twice a year as per requirement and removal of lawn rubbish from the premises including application of fertilizer and pesticide/insecticides/fungicide according to requirement. All work shall be done as per direction of Secretary/YSC and S.O. (Hort.).

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- 4.1 The above details of the area are representative and not for billing/payment purpose. The rates are lump sum and for the entire area given in the scope of work.

**5. DETAILS OF WORK TO BE CARRIED OUT DAILY ARE AS UNDER: -**

(a) Regular maintenance of horticulture works, i.e. maintaining of the grounds/lawns, pruning of trees, shrubs, ground covers and display of plants in earthen/cement pots etc. by unskilled labour at YSC.

(b) Removal of waste from all grounds/lawns etc.

(c) Hort. T & P, plants, good earth, cow dung manure and chemical fertilizers etc. will be supplied by the Department.

**6. The indicative list of tools and plants equipment to be deployed by the Department.**

- a) Power Lawn Mower (Electric & Diesel)
- b) Hedge Trimmer
- c) Brush Cutter
- d) Water Pipe etc.

**7. The firm must assess the number of manpower with uniform required to maintain the YSC.**

**8. Performance Evaluation :**

8.1 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.

8.2 The D.D.A. reserves the right to satisfy itself about the quality of the maintenance 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) Termination of contract.

(c) DDA would forfeit the Security Deposit and Performance Guarantee in case of failure on the part of the Contractor to improve the services after notice.

The decision of the D.D.A. will be final in this regard.

**9. Tender Form, Earnest Money & Security Deposit**

9.1. Eligible Contractors can download the tender from website <http://www.dda.org.in>

9.2 (a) Earnest Money and cost of tender shall be deposited through RTGS/NEFT in the account of "Yamuna Sports Complex, DDA" account No. 053000301990029 with

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Corporation Bank, Vivek Vihar Branch, Delhi 110092 (IFSC Code CORP0000530) 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 Secretary/DDO concerned will get tender cost/earnest money verified from Bank based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.

Earnest money and cost of tender have to be deposited through Separate transactions.

- (i) **Cost of Tender Document : Rs.500/- + 5% D Vat. to be deposited through RTGS/NEFT in the account of the “Yamuna Sports Complex, DDA”.**
- (ii) **E-Tender Processing Fee – Rs.500/- + Service Tax (to be deposited through E-Mode of ITI Limited) in favour of M/s ITI Limited payable at Delhi).**

The unique transaction reference of RTGS/NEFT against EMD, Cost of Tender Document and Bank Guarantee shall be placed in single sealed envelope superscripted as “Earnest Money, cost of tender Documents” with name of work and due date of opening of the bid mentioned thereon and will submit to tender opening Authority by 16.04.2013 (Date).

9.1(b) 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.

9.2 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.

## **10. Period of Tendered Work**

10.1 This contract will be awarded initially for a period of **twelve months** from the day the Contractor starts providing maintenance and may be extended for next period depending upon the quality of maintenance services rendered by the tenderer. Extension, if made, is subject to the satisfaction of DDA and it would be at the

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absolute discretion to DDA. The Contractor would not have any right for extension of the period of the contract.

#### 11.1 Performance Guarantee

- i) 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 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.
- ii) 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.
- iii) 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.

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- iv) 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.

### 11.2 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.

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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 5% (five percent) 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.

**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.

**Note-3:** Note 1 & 2 above shall be applicable for both clause 11.1 and 11.2.

## **12. Payment of Bills**

- 12.1 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 through account payee cheques. The Contractor shall submit a copy of the bill of material purchased for the month alongwith the bill. The Contractor shall submit a copy of bank statement showing the encashment of cheques issued to the employees, ESI & PF. 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.
- 12.2 Quoted rates should be inclusive of all taxes/levies including service tax payable under respective statutes. DDA will not entertain any claim, whatsoever, in this respect.
- 12.3 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.
- 12.4 The Contractor shall hand over the cheques/cash towards wages to the employees.
- 12.5 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

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tender/agreement/contract, and failing that, under any other tender/contract/agreement with D.D.A., or from the security deposit / contracted performance guarantee.

- 12.6 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.
- 12.7 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.)
- 12.8 That the quoted rates should invariably be written both in figures and words, failing which the quotation shall liable to be rejected.

### **13. Notice of the D.D.A.**

- 13.1 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.

### **14. Legal Liability and Responsibility of the Contractor**

- 14.1 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 fulfil these requirements.
- 14.2 *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.*

### **15. Liability of the D.D.A.**

- 15.1 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 Yamuna Sports Complex for the staff engaged by the Contractor.
- 15.2 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

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period and the D.D.A. will recognize no employer-employee relationship between D.D.A. and the maintenance employees deployed by the Contractor.

- 15.3 The D.D.A. shall not be responsible financially, or otherwise for any injury caused to the maintenance personnel in the course of performing the maintenance functions as per this tender. The contractor shall be responsible financially or otherwise for any injury caused to the maintenance person in the course of performance of his duties concerning maintenance functions as per the standards.

## **16. Termination of Contract**

- 16.1 If the Contractor at any time defaults in executing the maintenance work with due diligence and care and continues to do so, and / or the Contractor commits default 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.
- 16.2 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.
- 16.3 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.

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- 16.4 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.
- 16.5 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.

## **17. Arbitration**

- 17.1 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 Vice Chairman, D.D.A. Courts at Delhi/New Delhi shall have jurisdiction in connection with any dispute/litigation arising between the parties concerned to the given Contract/Agreement.

## **18. Other conditions of the tender**

- 18.1 The tender form should be clearly filled in and no column should be left blank. No interpolation is permissible.
- 18.2 Change in the name of the tenderer during the tender process shall not be allowed under any circumstances.
- 18.3 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.
- 18.4 The D.D.A. will deduct tax at source as applicable from time to time.
- 18.5 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.
- 18.6 The agency submitting the tender would be presumed to have considered and accepted all the terms and conditions of this tender.
- 18.7 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.
- 18.8 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

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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.

- 18.9 If any damage / theft is caused to the assets / property / office equipment by maintenance 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.
- 18.10 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.
- 18.11 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.
- 18.12 The agency shall provide a non-judicial stamp paper of Rs.50/- 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.
- 18.13 That the Contractor shall provide any additional personnel for performing any additional maintenance 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.
- 18.14 The Contractor will have to ensure cleanliness of the site by using the requisite quantity and quality of material to the entire satisfaction of the D.D.A. If the D.D.A. indicates that the cleanliness, or maintenance services are not entirely satisfactory on account of insufficient tools, material and/or manpower, then additional material, tools and/or manpower, as the case may be, will have to be brought in by the Contractor without charging any extra payment.
- 18.15 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. for a period of four years from participating in such type of tender of D.D.A. and its earnest money/security deposit shall also be forfeited.
- 18.16 The Contractor shall not employ any person who has not completed eighteen years of age.

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- 18.17 The Contractor before execution of the work shall specify the actual number of workers to be engaged for the maintenance job.
- 18.18 A complete list of the maintenance & maintenance staff engaged by the Contractor for deployment at site shall be furnished by the Contractor to the Department alongwith the complete address 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.
- 18.19 All maintenance and maintenance staff to be engaged by the Contractor for execution of the proposed work shall be provided **good quality uniform alongwith required accessories such as shoes, gloves, etc. and Identity Card**. The Identity Card to be issued by the company shall be countersigned by the Incharge, YSC, 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 firm shall provide the list of employees alongwith their photo, duly attested by the firm before commencement of the work. 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.
- 18.20 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.
- 18.21 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.
- 18.22 Once the Competent Authority accepts the tender, the contracting agency shall be responsible to provide the house keeping services within 15 days from the date of issue of letter of award.
- 18.23 Canvassing of any information in connection with the tender is strictly prohibited which may disqualify the tender. The tender must be unconditional.
- 18.24 Tenders not conforming to these terms and conditions will be rejected and no correspondence shall be entertained in this regard, whatsoever.
- 18.25 All tenderers are advised to keep a photocopy of tender documents with them for their future reference.
- 18.26 **The rates quoted should not be less than the estimated cost which is based on minimum wages of GNCTD or on the rates approved by the Competent Authority, DDA, as the case may be. In case the rates quoted are less than the Estimated Cost then the quotation shall not be accounted for at all and action, as deemed fit, can be initiated by DDA against the agency. The**

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**agency can also be debarred from further tendering, etc., in Sports Wing of DDA.**

- (a) "The quotationer 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".

**18.27 If there are two or more agencies quoting the same rate preference would be given to the agency which is already working with satisfactory performance. If even then there is a tie between two or more such agencies than the work would be awarded to the agency which has the highest gross annual turnover for the last three consecutive financial years.**

18.28 For any clarification regarding the scope of work and/or any terms and conditions of tender, the intending tenderer can seek clarification from Secretary/YSC on any working day in person.

18.29 That during the contractual period, if the GNCTD rates are revised, the additional increased amount shall be payable to the agency for onward payment to the engaged labours subject to approval of Commissioner (Sports)"

**Commissioner (Sports), DDA**

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**ENCLOSURE LIST (SCANNED COPIES)**

1. Duly completed tender.
2. Terms and conditions of the tender duly accepted.
3. PAN card of Firm/Company.
4. Details of Turnover of the Firm/Company.
5. Certified copies of details of works executed by the tenderer.
6. Copies of Work Order(s) issued by Tenderer's clients.
7. Details of experience in maintenance services.
8. Copies of performance certificate(s) issued by the client(s) of the tenderer.
9. Affidavit regarding non-blacklisted firm/company as per NIT.
10. Registration Certificate.

**(Signature of the Tenderer  
with Name & Seal)**

Place: \_\_\_\_\_

Date: \_\_\_\_\_

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## 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.

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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)

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## **SCHEDULE**

**Name of Work: - M/o Yamuna Sports Complex.**

**SH: Engagement of Skilled / Unskilled Labour for maintenance of Horticulture Works at YSC.**

Sl. No.	Description of Items	Qty.	Unit	Rate	Amount
1	01 No. Supervisor (Skilled) for Supervision the Hort. Work and Hort. Machinery at YSC without T&P items (Except Sunday and National Holiday).	12	Per month		
2	01 No. Tractor Driver (Skilled) for maintain the horticulture work with Tractor Gang Lawn Mower for maintenance of grounds etc day to day at YSC without T&P items (except Sunday & National Holiday) six days in a week.	12	Per month		
3	10 Nos. Unskilled labour for day to day maintenance of horticulture works during rainy season at YSC without T&P items (Except Sunday and National Holiday).	3	Per month		
<b>Total</b>					

SO(Hort)/YSC

Secy./YSC

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