

**DELHI DEVELOPMENT AUTHORITY
HARI NAGAR SPORTS COMPLEX
BERI WALA BAGH, HARI NAGAR, NEW DELHI- 110064.**

E-TENDER NOTICE NO. 16 /HNSC/DDA/2012-13 (RE-INVITED)

On-line tenders are re-invited by the undersigned on behalf of Delhi Development Authority (Sports Wing) for the work: - **Providing 9 Nos. Security Guard for the Watch and ward of Hari Nagar Sports Complex, DDA.** Only those agencies/ Firm/ Person having undertaken three similar work during the last three years in Government Department or Public Sector undertaking with annual turnover more than Rs.20.00 lakhs in each year duly certified by Chartered Accountant are entitled to apply. A proof in this regard is necessary to be enclosed with Tender document related to the tender by prescribe date otherwise the Tender shall not be entertained.

Tender documents can be downloaded on the e-tendering portal i.e. www.tenderwizard.com/DDA or www.dda.org.in up to **23.01.2013 (last date of sale)**. Earnest money amounting to Rs. 10,000/- (refundable) and cost of tender document of Rs. 525/- (Non-refundable) shall be deposited through RTGS/NEFT in the account of **Hari Nagar 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 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 Accounts Branch, HNSC by prescribe Date. The e-tender will be opened at Siri Fort Sports Complex, August Kranti Marg, New Delhi.

ESTIMATED COST - ₹. 2,56,744/-

EARNEST MONEY - ₹. 10,000/-

SL.	<u>NIT No.</u> Name of work	Name and Address of Sports Complex	Cost of Tender	Period of Contract	Last date and time of submission of tender	Date and time of opening of tender	Bank Detail
	Tender Processing Fee		Period During which unique transaction Reference of RTGS/NEFT against EMD, Cost of Tender document, E-tender processing fee and other document shall be submitted				
	Earnest Money						
1.	<u>NIT No.</u> <u>HNSC/DDA/2012-13</u> Sh:- Providing 9 Nos. Security Guard for the Watch and ward of Hari Nagar Sports Complex, DDA.	Hari Nagar Sports Complex	<u>Rs. 525/-</u> <u>Rs. 562/-</u> <u>Rs. 10000 /-</u>	Three Months	<u>23.01.2013</u> At 3:00 PM <hr/> <u>23.01.2013</u> At 3:00 PM	<u>28.01.2013</u> At 3:30 PM	Bank A/c No: - 0040104000200004 Name of Bank: - IDBI, Bank Branch Name : - Rajouri Garden IFSC Code: - IBKL 0000040

-Sd/-
Commissioner (Sports)
Delhi Development Authority

NOTE: - 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 or www.dda.org.in. For any assistance on e-tendering please contact M/s ITI Limited on 011-49424365, 8800991856, 8800991864, 8800991859, 9971662903, 8800991851, 8800991861 and Fax 011-25618721.

No.F3 (03)2010-2011/Civil/HNSC/DDA/Pt./603

Date: - 10.01.2013

Copy to:-

1. Director(System)-through E-mail ddatender@dda.org.in
2. AO(Sports)/DDA
3. All Secretaries of the DDA Sports Complexes i/c Secretary(Coordn.).
4. The Secretary, DDA Contractor's Association, Vikas Kutir, New Delhi.
5. The Secretary, DDA Contractor's Welfare 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-110 049.
7. AAO/HNSC, DDA
8. Manager (HNSC, DDA
9. J.E.(Civil) , HNSC, DDA
10. Notice Board.

-Sd/-
Commissioner (Sports)
Delhi Development Authority

DELHI DEVELOPMENT AUTHORITY
HARI NAGAR SPORTS COMPLEX

TERMS AND CONDITIONS FOR ENGAGEMENT OF A FIRM FOR PREVENTION OF TRESPASSING WATCH & WARD AND SECURITY SURVEILLANCE SERVICES AT HNSC, NEW DELHI.

1. (i) Any person, except a minor may tender for award of contract for prevention of trespassing watch and ward and security surveillance services at Hari Nagar Sports Complex, Delhi.
- (ii) The private security agencies collated by Central Association of Private Security industry (CAPSI) as per the list forwarded by Spl. Commissioner of Police, Administration Delhi having undertaken three similar works of watch & ward during the last three years in Government Department/Public Sector Undertakings /National/ International Sports Events may tender for award of contract.
- (iii) The Company should possess PSARA (Private Security Agencies (Regulation Act, 2005) license. The company should in possession of PSARA licence and on the date of submission of tender and not merely an application for PSARA
- (iv) The Company should have valid ESI, EPF No, Income Tax Account No, Service Tax Nos and TAN (TDS Account Number).The agency shall disburse the monthly salary through cheque or transfer the wages directly to the employee's personal bank account) by 7th of each month failing which action will be initiated by the Complex administration against the agency as deemed fit.
- (v) The agency should have annual turnover of Rs. 20.00 lakhs per year for the last 03 years.
- (vi) The Company should be capable of providing Armed Guards and should have a centralized 24 hrs manned control room backed up with wireless communication and transport fleet.
- (vii) The agency should be capable of providing a solvency certificate minimum value of Rs. 20 Lakhs.
- (viii) The Company should possess adequate experience of at least 03 years of Guarding and handling Electronic/Non –Electronic gadgets, viz. CCTV, Access Control, Perimeter protection and Basic Crowd Control Devices duly certified by the clients.
- (ix) The Company should also possess in house capability of designing Access control, Visitor, Parking and Building Management System.
- (x) The Company should be ISO certified & should have preferably its own ISO certified training school for training of their personnel deployed. A proof to this affect be attached.
- (xi) Change in the Constitution/Shareholding of the agency will not be allowed under any circumstances.
- (xi) DDA, may in its discretion, accept any tender or reject any or all the tenders, without assigning any reason. (Proof of all required documents is to be attached with the tender documents).
2. Before submitting the tender, the tenderer may inspect the site and satisfy him-self about its location, area and assess business prospects and it shall be presumed that the tender is being given after the necessary assessment and satisfaction. On acceptance of the bid and assignment of the job, no claim of any nature on account of condition location, vegetation, nature of construction, accessibility, lack of basic amenities shall be entertained.
3. The agencies/firms should have undertaken three similar works during the last three years in Government Departments/ Public Sector Undertakings / National/International Sports Events for watch and ward security surveillance services and prevention of trespassing etc.
4. The agency shall execute an agreement on non- judicial stamp paper of requisite value and shall bear all expenses in connection with execution thereof. Within 7 days from the date of acceptance of tender. The format of the agreement shall be obtained by the bidder and no change of any nature shall be effected in the same.
5. The earnest money of the successful tenderer shall be forfeited if he does not fulfill any of the following conditions within 7 days of the issue of the award letter.

- (i) Execution of agreement and completion of other formalities within specified time.
 - (ii) Payment of security deposit in advance equivalent to 10% of the tendered cost of work put to tender in the form of DD/call deposit receipt/FDR of any Scheduled bank of RBI in favour of Hari Nagar Sports Complex, Delhi Development Authority. The same shall however, be refundable after 6 months 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 security so deposited shall be forfeited in the of breach of any of the clauses as contained in the agreement. All payments will be made after effecting statutory deductions.
6. The tender shall remain valid for a period of 60 days from the date of opening. If the tenderer withdraws his offer before the said period or serves any modification in the terms and conditions of the tender, which are not acceptable to DDA, his entire earnest money shall be forfeited. The decision of the Commissioner (Sports) in this regard shall be final and binding and shall not be questioned before any court or other forum.
 7. Within 7 days from the date of acceptance of tender, the contractor shall pay security deposit in the form of Demand Draft, FDR of any nationalized bank equivalent to 10% of the tendered cost of work. Such security deposit shall be free of interest and will be refundable subject to fulfillment of the terms and conditions to the complete satisfaction of DDA and payment or dues by him, if any.
 8. The rate quoted may not be less than minimum wages and other statutory obligations EPF, ESI etc. as mentioned below:
 - (a) The tenderers/ contractors hereby acknowledge, having read and understood 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 of Bonus Act, 1965 Payment of gratuity act, 1972, ESI etc. and undertake to ensure compliance of all the statutory provisions of the aforesaid statutes for the time being in force governing the employer, employees relationship between the tenderers /contractors on one hand and their employees on the other hand . The parties hereto have clearly understood and acknowledge that DDA shall not be liable in any manner under any circumstances for non-compliance of the aforesaid statutory provisions or otherwise and the tenderer/ contractors shall be exclusively responsible and liable for all the consequences for compliance of the aforesaid statutory provisions and other relevant provisions governing tenderers/ contractors and his / their DDA employees and there shall be no obligation of DDA and shall not have any privity with the employees of the tenderers/ contractors endorsement of the aforesaid statutes or otherwise. Proof of compliance of statutory provisions is to be submitted by the Agency/Firm/Contractor on monthly basis.
 9. The payment of monthly contracted amount shall be made on receipt of bill signed by the attendance records of the personnel deployed by Agency. The bill should be submitted by 3rd of every month following the making of payment by the agency who shall disburse the amount of monthly payment to its engaged employees and make the payment through cheque or transfer the wages directly to the employee's personal account. 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.
 10. If any information furnished by contractors found to be incorrect at any time the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the Commissioner (Sports).

11. Although the responsibility about the character and conduct of the staff deployed by the agency is that of the agency alone yet antecedents of the staff deployed by the agency be verified from the Delhi police & confirmation to that effect is to be submitted to the Complex alongwith photo & complete data duly stamped by the Agency for all the personnel deployed.
12. The security personnel employed by the security Agency shall not have any claim for absorption in the services of the Delhi Development Authority and in no case the said security personnel shall be deemed to be employees of the Delhi Development Authority and shall remain the employees of the security Agency for all purposes whatsoever.
13. The contractor will have to furnish a certificate along with each bill that payment to labour /personnel has been made in accordance with the rates circulated by Delhi Government and as applicable during the period of claim.
14. The duration of the contract will be for three months 7 days in a week from the date of award and the same shall be extendable at the sole discretion of the Delhi Development Authority on such revised terms and conditions as may be agreed to and approved by the Commissioner (Sports)/ Finance Member, DDA.
15. The agency shall deploy personnel for ensuring effective, efficient and foolproof prevention of trespassing, watch & ward and security surveillance services in complex as mentioned in clause 15 above. Personnel shall be deployed in three shifts, which shall be approved by Secretary, Hari Nagar Sports Complex. The Secretary, Hari Nagar Sports Complex shall have right to increase/decrease the number of personnel and such a direction shall be binding on the agency.
16. The agency will have to provide personnel as aforesaid round the clock for prevention of trespassing watch and ward and security surveillance services throughout the period of contract as mentioned in clause-14 above. The agency shall be responsible for:
 - Regulating all incoming and outgoing vehicles at Hari Nagar Sports Complex. Prevent trespassing of all unauthorized persons to the Hari Nagar Sports Complex premises. Prevent the entry of cattle and driving out cattle and other animals out of the premises.
 - Fire prevention and rapid response to risk of fire.
 - Carrying out rounds of supervision of personnel at pre determined frequencies at regular intervals.
 - Physical check of all gadgets, equipments, all air-conditioning related item, sprinklers system, machinery and other inventory items etc. available in the Hari Nagar Sports Complex. Any other duty, which may be specifically assigned by the Secretary, Hari Nagar Sports Complex. Special care towards the address and sound system, other equipment, DG set and tractor etc. available at the premises of the Complex.
 - Ensuring no theft / pilferage in the Complex.
 - Any other duty, which may be specifically assigned by the Secretary, Hari Nagar Sports Complex.
17. The personnel deployed by the agency shall attend duty in proper uniform, which shall be provided by the firm. The pattern and colour of the uniform provided by the Agency shall be approved by the Secretary, Hari Nagar Sports Complex. The agency shall ensure that the uniform provided to the personnel is kept neat and clean and properly pressed, boots duly polished and a beret cap is donned. Each personnel shall carry his photo I-Card issued by the agency and name tab, which shall be properly pinned on the shirt. Any of deployed personnel without uniform shall be deemed absent and necessary deductions shall be made out of dues of the Agency. The agency should provide the Identity Card to Security Guards and submit the copy of the same to the complex within a week of the employment.
18. The agency personnel shall be available at all times at their places of duty as per the roster and they shall not leave their places of duty without prior permission of the Secretary, Hari Nagar Sports Complex. The agency shall provide immediate replacement of any person who is not available for duty at the place of posting. Any additional staff, which may be required for strengthening of the prevention of trespassing and

watch and ward any security surveillance services at Hari Nagar Sports Complex, shall be made available by the agency immediately. The Agency shall not be entitled to claim anything extra on that account.

19. The agency shall furnish a certificate to the effect every month that all fringe benefits to employees i.e. wages, bonus, PF, ESI, gratuity, etc. as per the provisions of law applicable under Minimum Wages Act of NCT Delhi have been complied with.
20. The agency shall within seven days from the date of acceptance of the tender and before actual development of personnel, submit structured plan for the required deployment, which shall be approved by Secretary, Hari Nagar Sports Complex.
21. The overall control and supervision of the personnel deployed by the agency for prevention of trespassing watch and ward and security surveillance services at Hari Nagar Sports Complex shall remain vested with the DDA whose officials shall from time to time inspect the deployment and issue instructions for redeployment/strengthening of any vulnerable area in the Hari Nagar Sports Complex. The agency will carry out all such instructions failing which it will be liable to a penalty of Rs. 500/- per day or part thereof. Persistent failure to implement the instructions on more than three occasions will render the contract liable to be terminated without prior notice. Decision of Commissioner (Sports) & Secretary, Hari Nagar Sports Complex in this regard shall be final & binding. Any instructions/orders to the deployed personnel shall be deemed to have been issued to the Agency.
 - a) The agency shall ensure that no un-authorized occupation of any kind takes place in the premises of the Complex.
 - b) The agency cannot and shall not sub-let or assign the contract or any part thereof.
 - c) The agency shall not cause or permit to be caused any damages to the Hari Nagar Sports Complex and any loss/damage if found due to its/its deployed staff negligence, shall be borne and paid by the Agency. The decision of the Secretary of the Complex shall be final and binding and shall not be questioned before any court or other forums.
 - d) The agency shall faithfully follow and abide by all the provisions of the Delhi Municipal Corporation Act, bye laws or rules and regulations made there under and the provisions of Delhi Shop and Establishment Act. Minimum Wages Act./Labour Laws and those of any other law made from time to time and the rules & regulations made under DDA Hari Nagar Sports Complex, Delhi.
22. That the agency shall have no right to display or exhibit any pictures, poster, statues or articles or any advertisement and material of any nature except those connected with the contract. It is expressly agreed that the decision of the DDA in this behalf shall be conclusive and binding on the agency and shall not be subject matter of dispute. Any violation of this clause shall be violation of the contract.
23. That the possession and the overall control of the Complex and supervision of the said premises shall remain vested with DDA, whose officers or authorized representatives shall have the right and authority to enforce these terms and conditions in all respects.
24. That the DDA shall have the right to terminate the contract after giving one month notice without assigning any reason thereof.
25. That the DDA shall have lien on all the belongings and properties of the Agency for the time being kept in or upon the premises of the DDA.
26. That in case, the said premises are destroyed or damaged by any natural calamity riot or civil disturbances or war so as to made it unfit for prevention of trespassing watch and ward and security surveillance services by the agency, the contract shall stand terminated automatically and the agency shall not claim any damage or loss of profit.

27. That in case of any dispute arises between the DDA and agency in respect of the interpretation of performance of any terms and conditions of this contract the same shall be referred to the Finance Member of DDA, whose decision thereon shall be final and binding. The agency shall not object to the decision of Secretary, Hari Nagar Sports Complex on the ground that he had dealt with the case or has at some stage expressed opinion in any matter connected herewith. The Commissioner (Sports) shall be treated as Referee.
28. That the dealing/demeanor of the agency and its personnel with the members/visitor and staff shall be polite and courteous and he/they shall not indulge in any activities which may cause harm to the interest of the Hari Nagar Sports Complex or its employees. The agency or its personnel found or reported to be misbehaving, discourteous shall be liable to a penalty/fine of Rs. 500/- (Rs. Five hundred only) on each instance. Repetition of this on more than three occasions may result in cancellation of the contract. Decision of Secretary, Hari Nagar Sports Complex in this regard shall be final and binding.
29. That for minor breach of any terms and conditions, a penalty/fine of Rs. 500/- shall be imposed, while in case of major breach the contract shall be terminated. The minor or major breach shall be decided by Secretary, Hari Nagar Sports Complex and his decision shall be final and binding.
30. That the agency would be required to sign the inventory of the fittings and fixture, equipments available at the premises at the time of entering into the contract and will ensure their protection. The agency shall be informed of any subsequent additions to inventory after the award of contract.
31. That the agency shall be responsible for all damages or loss of property due to the reasons for it or its servants are directly responsible and shall be liable to make good any loss or damage that may be sustained by the DDA except those due to normal wear and tear or such as are caused by storm, earth quake or any other natural calamities beyond his control. The decision of Secretary, Hari Nagar Sports Complex in regard to the extent and quantum of compensation, if any to be paid to it shall be binding upon the agency. This shall apply to cases of negligence or inaction of the personnel deployed by the Agency.
32. The tender shall preferably deploy at least 40% of the staff from the categories of Ex-serviceman/ Ex-Para military force personnel for the purpose of this contract. Rest of 60% should be capable of performing the duties of security and with good health. Any employee found unfit will be replaced by the agency immediately.
33. THAT the agency shall not allow any other person to use the premises, or any Para thereof in his stead. In the event of the death of the contractor of the Agency becoming insolvent or dissolved (if it is partnership firm) prior to the expiry of the of the period fixed herein before the contract shall automatically stand terminated and the legal heirs of the legal representative of the contractor shall not be entitled to continue the contract , However with the express approve of the DDA in writing such legal heirs of the representative may be permitted by the DDA after discharging any liability under the contract to remove the goods , belongings or assets of the agency without causing injury to the premises fitting or fixtures within three weeks or such demise of the contractor.
34. THAT the DDA shall have the right to revoke the contract in the event of breach of any of the terms and conditions of the contract or any instructions issued there under the DDA shall forfeit the security deposit in part or in full on its sole discretion. The DDA may require the Agency to make good the amount of security deposit that may have been forfeited by the DDA within seven days from the date of receipt of Notice in writing to that effect having been served upon the Agency.
35. THAT any breach of the terms and conditions of the Agreement by the agency shall render the contract liable to cancellation. The decision of Commissioner (Sports) in this regard shall be final and binding and shall not be called in question before any court or from.

36. THAT on completion of the period of the contract or on prior determination thereof, it the agency shall peacefully remove its materials from the site. If the agency does not remove its material within a fortnight of the services of notice upon him, DDA shall remove the same at the cost of Agency which will be recovered from his security deposit where after the material shall stand forfeited to the DDA.
37. THAT the agency shall not claim any amount on account of loss of profit or damage for earlier determination of the contract.
38. DDA shall have no concern, liability or responsibility respecting any dispute between the agency and the staff deployed by it.
39. THAT the agency shall be responsible to take all the necessary steps precautions to prevent any mishap /accident/loss of the life occur owing to any negligence on the part of the agency or its staff, the agency shall be held responsible and liable for any or the consequence/ liability a losing there from and the DDA shall not be responsible /liable in any manner for any mishap/ accident loss of the life occurring in the Hari Nagar Sports Complex.
40. THAT any misrepresentation of suppression of any facts on the part of the agency shall render the contract liable for cancellation.
41. That the security deposit tendered by the tenderer shall be released 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, Hari Nagar Sports Complex that no amount is outstanding against him on account whatsoever before release of security deposit. No interest shall be payable on the amount of security deposit.
42. That the decision of Secretary, Hari Nagar Sports Complex in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question any proceedings before any court or forum.
43. That all or any of the powers and rights exercisable by DDA in respect of contract shall also be exercisable by Secretary, Hari Nagar Sports Complex and Agency shall not have may objections whatsoever in respect thereof.
44. That on expiry of period of the contract or on earlier extermination or revocation of the contract under the terms and conditions thereof, any belonging of the agency found on the premises shall be liable to be sold through public auction unless claimed within a fortnight of the expiry of the period of the contract or determination or revocation of the contract as the case may be.
45. That all or any of the powers vested in the DDA under these precepts in respect of the grant, determination, revocation, cancellation, or restoration of this contract of recovery of any dues in respect thereof or connected therewith shall also be exercised by Secretary, Hari Nagar Sports Complex and the agency shall have no objection whatsoever in this respect.
46. All statutory deductions like income Tax or any other such taxes at the rates applicable at the time of payment shall be made from the agency.
47. Debarred agency shall not be permitted to participate in tendering process.
48. Any individual who has been debarred is not permitted to take part in any negotiation of represent an agency even if he holds a power of attorney on the agency's behalf. Any agency engaging debarred persons is also liable to debarred.
49. The experience of agencies should be taken into account rather than individual incorporate with the agencies which does not include proprietorship.

50. The service tax, wherever applicable, be reimbursed to the agency on the proof of payment to the concerned department along with Service Tax Registration Certificate.
51. The rates quoted should be whole in rupees.
- 52. If there are two or more agencies quoting the same rate preference would given to the agency which has already deployed Security Guards subject to its satisfactory performance. If even then there is a tie between two or more security agencies than the work would be awarded to the agency which has the highest gross annual turnover for the last three consecutive financial years in the work order related to deploying Security Guards.**
- 53. The Rates quoted should not be less than the estimated cost which is based on minimum wages of GNCTD. In case the rates quoted are less than the minimum wages as notified by the GNCTD than action as deemed fit can be initiated by DDA against the agency and the agency can also be debarred for tendering etc. in Sports Wing of DDA.**

-Sd/-
Commissioner (Sports)
Delhi Development Authority

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

Signature of Tenderer/Applicant

SCHEDULE OF QUANTITY

Name of Work:-M/o Hari Nagar Sports Complex, DDA.

SH:- Providing 9 Nos. Security Guard (Unskilled) for the Watch and ward of Hari Nagar Sports Complex, DDA.

S.NO.	NAME OF WORK	Qty.	Unit
1.	Providing 9 Nos. Security Guard (Unskilled) for the Watch and ward of Hari Nagar Sports Complex, DDA.	9 Nos. for 3months (upto 31.03.2013)	Per Month

Commissioner (Sports), DDA

Secretary/HNSC

Manager/HNSC