

**DELHI DEVELOPMENT AUTHORITY  
SQUASH & BADMINTON STADIUM**

**E-TENDER NOTICE NO. 07/SBS/DDA/2013-14**

On-line e-tenders are invited on behalf of Delhi Development Authority (Sports Wing) for the work: - **Up-gradation of Squash & Badminton Stadium. SH.: Providing six Nos. Parking Helpers at DDA Squash & Badminton Stadium** without T & P articles for **six days in a week** at SBS, DDA. Only those Agencies/ Firms/ Individuals/ Partnership Concerns who have undertaken three similar works during the last three years in Government Departments or Public Sector Undertaking with annual turnover more than 30 lacs in each year duly certified by Chartered Accountant are entitled to apply. A **proof** in this regard is necessary **to be enclosed** with the Tender otherwise, the Tender shall not be entertained.

Tender documents can be obtained / downloaded 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) up to 16.07.2013 (last date of sale). **Earnest Money** amounting to ₹ 9371/- and cost of tender document of Rs. 525/- (Non-refundable) **shall be deposited through RTGS/NEFT** in the account of “**DDA Squash & Badminton Stadium**”. The **Unique Transaction Reference** of RTGS/NEFT shall be **uploaded** by the tenderer in the E-Tendering system **by the prescribed date**. The DDO concerned will get tender cost/ earnest money verified from the 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 **along with all other supporting documents required** 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 be **placed in the Tender Box placed in the Reception of the SBS** by prescribed date and time.

SL	<u>NIT No.</u>	Name and Address of Sports Complex	Estimated Cost	Period of Contract	Last date and time of submission of tender	Date and time of opening of tender	Bank Details :
	Name of Work		Cost of Tender		Schedule for submission of Unique Transaction Reference of RTGS / NEFT towards EMD, Cost of Tender document, E-tender processing fee and other documents		
Tender Processing Fee							
Earnest Money							
1.	<u>NIT No. 07</u> <u>/SBS/DDA/2013-14</u>	DDA Squash & Badminton Stadium, Siri Fort Road, New Delhi-110049	₹4,68,528/-	Nine Months Or Up to 31.03.2014 whichever is earlier	16.07.2013 at 3:00 PM	20.07.2013 at 3:30 PM	Name of Bank: - <u>UCO Bank</u>
	₹525/-		17.07.2013 <u>At</u> 3:00 PM		Branch Name : - <u>Shahpurjat, New Delhi</u>		
	₹ 562/-				Bank A/c No: - <u>13940110017487</u>		
	₹ 9,371/-				IFSC Code: - <u>UCBA0001394</u>		
Up-gradation of Squash & Badminton Stadium.  SH.: Providing 6 Nos. Parking Helpers at DDA Squash & Badminton Stadium.							

**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](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, 9971662903, 8800991851, 8800991861 and Fax 011-25618721.

No. F-2(14) SBS/DDA/2011-12/Pt./380

Date: - 05.07.2013

**Copy to:-**

1. Director (System), DDA through e-mail
2. A. O. (Sports), DDA.
3. Secretary (Coordn.), Sports Wing, DDA
4. All Secretaries of the DDA Sports Complex
5. The Secretary, DDA Contractor's Welfare Association, Vikas Kuteer, New Delhi-110002
6. The Secretary, DDA Builders Association, F-18, Vikas Kuteer, New Delhi-110002.
7. AAO (SBS), DDA.
8. Manager/SBS, DDA.
9. Notice Board (SBS)

**Commissioner (Sports)**  
**Delhi Development Authority**

### **Terms & Conditions:**

**Note:** Tenderer/ Agency/ Contractor/ Service Provider used in the subsequent paragraphs represent the bidder who is tendering for award of the work and signify the same individual, corporate or legal entity. Complex refers to the DDA Squash and Badminton Stadium. Officer in Charge refers to the Secretary or any such officer so designated by the Commissioner Sports DDA.

### **Submission of Tender Document and Opening of Tender**

1. **Earnest Money** amounting to ₹ 9,371/- and **Cost of Tender** document of Rs. 525/- (Non-refundable) shall be **deposited** through RTGS/NEFT in the **account of Squash & Badminton Stadium**. The **Unique Transaction Reference** of RTGS/NEFT shall have to be **uploaded** by the tenderer in the E-Tendering system **by the prescribed date**.
2. The validity of the Tender is 60 days from the date of the opening of the sealed tender.
3. Any conditional tender shall be summarily rejected.
4. Any tender received through post / courier etc. shall be summarily rejected.
5. Tender submitted without required documents will not be entertained at all and summarily rejected. The tenderer must read and familiarise himself with all the terms and conditions and the work.
6. The Tenderer should be registered with the Service Tax Department, Labour Department, ESIC, and EPFO. A **proof in this regard** is necessary **to be enclosed** with tender otherwise, the tender shall not be entertained.
7. **Debarred Tenderer/or individual** shall **not be permitted** to participate in the tendering process.
8. Any individual who has been debarred is not permitted to take part in any negotiations or represent a Tenderer even if he holds a power of attorney on the agencies behalf. Any Tenderer engaging debarred person is also liable to debarring.
9. The experience of agencies will be taken into account rather than individuals incorporated with the agencies, which does not include proprietorship.
10. The **rates quoted should not be less than the estimated cost**, which is based on minimum wages of GNCTD under unskilled category for Parking Helpers. 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 Tenderer. The **Tenderer can also be debarred** from further tendering, etc., in Sports Wing of DDA.
11. If there are two or more agencies quoting the same rate, preference would be given to the Tenderer, which is already working with satisfactory performance. If still a tie remains between two or more such agencies than the work would be awarded to the tenderer who has the highest gross annual turnover for the last three consecutive financial years.
12. Quoted **rates should be inclusive of all costs, taxes/levies including service tax payable** under respective statutes. DDA will not entertain any separate or additional claim, whatsoever, in this respect. The **tenderer will indicate the breakdown of costs** in his offer to clearly indicate **the rate being paid to labour**, other **allowances / statutory provisions being paid**, costs on other tender requirements such as **uniforms and other administrative costs**. **Service tax must be calculated over the sum of these costs**. **Quotations received without the details will be rejected** as incomplete. A **sample of the calculations** is given below. This is **only indicative and not comprehensive**. **Bidders may change the same, add, and delete details as required**. However, **the basic labour rate must be clearly indicated**:

<u>Detail</u>	<u>Rate/ Cost</u>
Basic Minimum Wage at GNCT Delhi Rates- Basic + VDA	₹
ESI @ 4.75 % on Basic + VDA	₹
EPF @ 12% on Basic + VDA	₹
EDLI @ .05 % of Basic + VDA	₹
Admin Charges @ 1.11 % of Basic + VDA	₹
Gratuity on basic @ 4.81 %	₹
Bonus @8.33% on 3500/-	₹
<b>Uniform</b>	₹
<b>Other Administrative Cost</b>	₹
<b>Total</b>	₹
Total Gross cost of Parking Helper	₹
Service Tax	₹
Net Cost of One Parking Helper	₹
<b>Net Cost of Six Parking Helper</b>	₹

13. Total of the **quoted rates** must be **given in figures and words** to avoid any error and in the absence to both, the tender may be rejected. The tenderer may submit the breakdown of his cost in his bid for clarity.
14. 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.

### **Provision of Manpower and Services**

15. **The period of work shall be nine months** from the date of issuance of letter of acceptance **or up to 31 March 2014 whichever is earlier.**
16. The Parking Helpers should be provided for 6 (six) days a week. The employees engaged by the contractor shall be of good health and character, fit, well behaved; obedient and skilful in their tasks. They should be conversant with Hindi.
17. The persons supplied by the Service Provider should not have any Police records/criminal cases against them. The Service Provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of persons will be verified by the Service Provider before their deployment through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to the DDA. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
18. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The Service Provider shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of the DDA. The decision of the officer in charge upon any matter arising under the clause shall be final and binding on the Service Provider.
19. The Parking Helpers shall be in attendance on the prescribed hours and if any Parking Helpers is found absent from duty the Delhi Development Authority shall be entitled to make proportionate deductions out of the payments due to the Service Provider.
20. That the Parking Helpers provided by the Service Provider shall carry out their work as per orders/instructions of the Secretary / Officer-in-charge. All such instructions and orders issued shall be, for all purposes deemed to have been issued to the Service Provider.
21. That any lapse/ indiscipline on the part of the Parking Helpers of the Service Provider, the Commissioner (Sports) can take such action as he may deem appropriate and the decision of the Commissioner (Sports) in that behalf shall be final and binding upon the tender /Service Provider and shall not be called in questions before any Forum.
22. The DDA may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to the DDA because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
23. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational issues, security arrangements and administrative / organizational matters.
24. There is no Master and Servant relationship between the employees of the service provider and the DDA and further that the said person of the service provider shall not claim any absorption in the DDA or the Government of India.
25. The functional control over the personnel deployed by the Service Provider will rest with the DDA and the disciplinary administrative / Technical control will be with the Service Provider.
26. The service provider's personnel shall not claim any benefit/compensation /absorption/regularization of services from/in the DDA under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to the DDA.
27. The service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

28. The Service Provider **shall provide uniforms to the personnel deployed** by the Service Provider, duly approved by the Secretary of the Complex and all personnel so deployed shall attend in uniform. Any parking helper attending without uniform shall be deemed to be absent from duty.
29. That for all intents and purposes the Parking Helpers and such like personnel provided by the Service Provider shall be the employees of the Service Provider. The Service Provider shall be responsible to provide all admissible and/or fringe benefits to such personnel in the same manner as the Service Provider does to its other employees. The Delhi Development Authority shall not be responsible in any respect whatsoever for payment of any claims of the personnel provided by the Service Provider.
30. That any loss/ damages/ theft caused during the period the Parking Helpers are on job shall be the responsibility of the Service Provider and the Delhi Development Authority shall be entitled to recover the amount from the Service Provider. All payments to the Service Provider shall be made through cheque only.
31. No minor should be engaged at site.
32. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
33. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the DDA.
34. The service provider will maintain an attendance register in respect of the staff deployed by the Service Provider on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

### **Billing and Payments**

35. The Contractor will submit the bill to the DDA for a month in the first week of the succeeding month.
36. Payment will be made after due process and if all documents, supporting proof are found in order. Necessary statutory deduction shall be deducted from the bill.
37. Payments to the service provider would be strictly on certification by the officer in charge that his services were satisfactory and attendance as per the bill preferred by the service provider.
38. A security deposit at a flat rate of 10% shall be deducted from each running bill and such deposit would be refunded after completion of the contract period. All payments shall be made after effecting statutory deductions.
39. That the Contractor will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and the DDA shall not incur any liability for any expenditure whatsoever on the persons employed by the Contractor on account of any obligation. The Contractor will require providing particulars of EPF, ESI of its employees engaged in the DDA. The Contractor will comply all statutory provisions of law, rules and regulations of Act and keep the DDA informed about any amendment in the law from time to time.
40. No wage/remuneration will be paid to deployed persons for the days of absence from duty.
41. The Contractor shall furnish a Certificate that payments to the Parking Helpers have been made in accordance with the rates circulated by the Government of the National Capital Territory of Delhi as applicable during the period of the claim. Under no circumstances, the Contractor shall give less than the GNCT Delhi rate of prevailing at the time of payment for Parking Helpers. (The Contractor 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 Contractor as deemed fit. The certificate to this effect be given at the time of claiming the bill stating that Parking Helpers has been paid not less than the GNCT Delhi rates for unskilled category. The certificate is to be signed by the Parking as well as by the Contractor.
42. If during the period of the award of the work, the rates for labour being provided are revised by the Govt of the NCT of Delhi, the additional amount shall be paid to the agency from the date of applicability of the order for onward payment to the labour, subject to approval of the Commissioner (Sports) and submission of requisite bill.
43. Nothing extra shall be paid except for the rate quoted.

### **Undertaking by Bidder**

**This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.**

I/We will ensure payment of wages to the staff deployed by me/ us at the Complex by seventh day of every month and to pay the rates as laid down in the tender.

**I/We 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 and corresponding Rules, Employees' Provident Funds and Miscellaneous Provisions Act 1952, along with EPF scheme, Employees State Insurance Act 1948, Employees State Insurance Rules 1950, Payment of Bonus Act 1965, Payment of Gratuity Act, 1972 etc.. I/ we 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 quotationer 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 quotationer shall be exclusively responsible and liable for all the consequences for non-compliance of the aforesaid statutory provisions and other relevant provisions governing the quotationer and his/ their employee and there shall be no obligation of DDA and DDA shall not have any privity with the employees of the quotationer for endorsement of the aforesaid statutes or otherwise."

**Signature of Bidder Seal of Establishment**

**Full Name of Bidder with address & Date**

Commissioner (Sports)

Secretary / SBS

Manager (SBS)

## SCHEDULE OF QUANTITY

N.O.W.: Up gradation of Squash & Badminton Stadium.

Sub Head: Providing 6 Nos. Parking Helpers at DDA Squash & Badminton Stadium.

S.N o.	Description of Item	Period	Unit	Rate (Rs.)	Amount (Rs.)
	<b><u>Manpower</u></b>				
1	Providing 06 Nos. unskilled labour Parking Helpers for regulation of parking and use of courts, facilities at DDA Squash & Badminton Stadium.	09 months	Per month		
	Total Cost				
	Total Cost after Rounding Off				

### **Details of Costing of Tenderer**

<b><u>S No</u></b>	<b><u>Details / Cost</u></b>	<b><u>Rate/ Cost in ₹</u></b>
1.	Basic Wage	₹
2.	ESI	₹
3.	EPF	₹
4.	EDLI	₹
5.	Admin Charges	₹
6.	Gratuity	₹
7.	Bonus	₹
8.	Uniform	₹
9.	Other Administrative Cost	₹
10.	<b>Total</b>	₹
11.	Total Gross cost of Parking Helper	₹
12.	Service Tax	₹
13.	Net Cost of One Parking Helper	₹
14.	<b>Net Cost of Six Parking Helper</b>	₹

Secretary / SBS

Manager (SBS)

AAO (SBS)