

DELHI DEVELOPMENT AUTHORITY
SQUASH & BADMINTON STADIUM, SIRI FORT ROAD, NEW DELHI 110049

E-TENDER NOTICE NO. 05 /SBS/DDA/2013-14

On-line tenders are invited on behalf of Delhi Development Authority (Sports Wing) for the work: - **Up gradation of DDA Squash & Badminton Stadium. SH.: Providing 1 No. Dak Dispatcher with Motorcycle at DDA Squash & Badminton Stadium , Siri Fort Road, New Delhi-110049 without T & P articles** for six days in a week at SBS, DDA. Only those agencies/ Firm/ individuals-partnership concerns who have undertaken three similar work during the last three years in a Government Department or a 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 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 or www.dda.org.in up to **06.07.13 (last date of sale)**. Earnest Money Deposit (EMD) amounting to **Rs. 2087/-** 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 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 superscribed 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 & Time.

SL.	NIT No.	Name and Address of Sports Complex	Estimated Cost in ₹	Period of Contract	Last date and time of submission of tender	Place, Date and time of opening of tender	Bank Detail
	Name of Work		Cost of Tender in ₹		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		
			Tender Processing Fee in ₹				
			Earnest Money in ₹				
1.	<u>NIT No. 05 /SBS/DDA/2013-14</u> N.O.W.: Up gradation of DDA Squash & Badminton Stadium. SH.: Providing 1 No. Dak Dispatcher with Motorcycle at DDA Squash & Badminton Stadium.	DDA Squash & Badminton Stadium, Siri Fort Road, New Delhi-110049	1,04,369/- (i/c Fuel of Two wheeler charges) 525/- 562/- 2087/-	8 months or up to 31.03.2014 whichever is earlier	06.07.13 At 3:00 PM 08.07.13 At 3:00 PM	10.07.13 At 3:30 PM	Bank A/c No: - <u>13940110017487</u> Name of Bank: - <u>UCO Bank</u> Branch Name : - <u>Shahpurjat, New Delhi</u> IFSC Code: - <u>UCBA0001394</u>

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. F-2(1) SBS/DDA/2012/Pt. 7 /270

Date: - 25.06.13

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 ₹ 2087/- 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. The 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 management of the tender i.e. ownership, control must be listed by submission of the following documents: **single owner**- income tax returns for last three assessment years of the individual or firm duly certified by a chartered accountant , **partnership**- partnership deed duly registered notarised by a notary public and income tax returns for last three assessment years ; **company** – memorandum and articles of association, certificate of incorporation and income tax returns for last three assessment years with detail of Board of Director: **Society/trust**- Deed of registration of society / trust duly notarised, and income tax return last three assessment years.
7. 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.
8. Debarred Tenderer/or individual shall not be permitted to participate in the tendering process.
9. Any individual who has been debarred is not permitted to take part in any negotiations or represent an Tenderer even if he holds a power of attorney on the agencies behalf. Any Tenderer engaging debarred persons is also liable to debarring.
10. The experience of agencies should be taken into account rather than individuals incorporated with the agencies, which does not include proprietorship.
11. The **rates quoted should not be less than the estimated cost**, which is based on minimum wages of GNCTD for semi-skilled. In case the **rates quoted are less than the Estimated Cost**, then the **quotation/tender 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.
12. 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 even then there is a tie between two or more such agencies than the work would be awarded to the Tenderer which has the highest gross annual turnover for the last three consecutive financial years.
13. 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 provision being paid, cost of other tender requirements such as uniforms and other administrative costs. Service tax must be calculate over the sum of these costs. Quotation/Tender receive without the detail will be rejected as incomplete. A sample of the calculation is given below. This is only indicative and not comprehensive. Bidder may change the same, add and delete detail as required. However the basic labour rate must be clearly indicated:

Details	Rate/ Cost
Basic Minimum Wage at GNCT Delhi Rates- Basic+ VDA	
ESI @ 4.75% on Basic + VDA	
EPF @ 12% on Basic + VDA	

EDLI @ .05% on Basic + VDA	
Admin Charges @ 1.11% on Basic + VDA	
Gratuity on basic @ 4.81%	
Bonus @ 8.33 on 3500/-	
Uniform	
Other Administrative Cost	
TOTAL	
Total Gross cost	
Service Tax	
Net Cost of	
TOTAL Cost	

14. Quoted rates must be given in figures and words including paise to avoid any error and in the absence to both, the tender may be rejected. The tenderer must submit the breakdown of his cost in his bid for clarity.
15. 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

16. **The period of work shall be eight months** from the date of issuance of letter of acceptance **or up to 31 March 2014 whichever is earlier.**
17. The Dak Dispatcher with Motorcycle 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. The Dak Dispatcher with Motorcycle should be covered for insurance as per the laws and motor vehicles Act.
18. 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.
19. 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.
20. The Dak Dispatcher with Motorcycle shall be in attendance on the prescribed hours and if any Dak Dispatcher with Motorcycle 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.
21. That the Dak Dispatcher with Motorcycle 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.
22. That any lapse/ indiscipline on the part of the Dak Dispatcher with Motorcycle 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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 staff provided by the service provider attending without uniform shall be deemed to be absent from duty.
30. That for all intents and purposes the Dak Dispatcher with Motorcycle 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.
31. That any loss/ damages/ theft caused during the period the Dak Dispatcher with Motorcycle 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.
32. No minor should be engaged at site.
33. 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.
34. 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.
35. 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

36. The Contractor will submit the bill to the DDA for a month in the first week of the succeeding month.
37. 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.
38. 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.
39. 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.

40. 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.
41. No wage/remuneration will be paid to deployed persons for the days of absence from duty.
42. The Contractor shall furnish a Certificate that payments to the Dak Dispatcher with Motorcycle 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 Dak Dispatcher with Motorcycle. (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 Dak Dispatcher with Motorcycle has been paid not less than the GNCT rates for semi-skilled category. The certificate is to be signed by the Dak Dispatcher with Motorcycle as well as by the Contractor.
43. 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.
44. 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. 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 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.

SH.: Providing 1 No. Dak Dispatcher with Motorcycle at DDA Squash & Badminton Stadium.

S.No.	Description of Item	Period	Unit	Rate (Rs.)	Amount (Rs.)
	<u>Manpower</u>				
1	Providing 1 No. Dak Dispatcher with Motorcycle at DDA Squash & Badminton Stadium.	8 months or upto 31.03.2014 whichever is earlier	Per month		
	Total Cost				

Details of Costing of Tenderer

S.No.	Details/Cost	Rate/ Cost
1	Basic Wage	
2	ESI	
3	EPF	
4	EDLI	
5	Admin Charges	
6	Gratuity	
7	Bonus	
8	Uniform	
9	Other Administrative Cost	
10	TOTAL	
11	Total Gross cost of Dak Dispatcher with Motorcycle	
12	Service Tax	
13	Net Cost of one no. Dak Dispatcher with Motorcycle	