

N.O.W.: Up-gradation of Yamuna Sports Complex

SH: Supply of Notice Board, Doormats & Dustbins in Yamuna Sports Complex.

N.I.T. NO. 06/Secy/YSC/DDA/2013-14

Estt. Cost : Rs. 1,40,100/-

Earnest Money : Rs. 2,802/-

Processing Fee: Rs. 562/-

Security Deposit : 5% of Tendered amount.

Performance Guarantee: 5% of the Tendered amount

Time Allowed : 15 days

Certified that this NIT contains 1 to 21 pages.

Secretary/YSC

JE(C)/YSC

Commissioner (Sports), DDA

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DELHI DEVELOPMENT AUTHORITY
YAMUNA SPORTS COMPLEX
Surajmal Vihar, Delhi – 110092.

E-TENDER NOTICE NO. 06/Secy./YSC/DDA/2013-14

Online tender is invited by the undersigned on behalf of DDA (Sports Wing) from the Dealers/ Firms/ Suppliers for the supply for the following items. Dealers/ Firms/ Suppliers should be successfully executed 2 similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 50% or one work of value not less than 80% of estimated cost. The bid not submitted in accordance with the prescribed manner will not be accounted for at all.

S. No.	Name of work	Name and address of Sports Complex	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.	N.O.W.: Upgradation of Yamuna Sports Complex. SH: Supply of Notice Board, Doormats & Dustbins in Sports Complex.	Yamuna Sports Complex, Surajmal Vihar, Delhi	Rs. 525/- Rs. 562/- Rs.140100/- Rs. 2802/-	15 days	Upto 03:00 P.M on <u>14.05.2013</u> <u>15.05.2013</u> At 3:00 PM	<u>20.05.2013</u> At 3:30 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 or www.dda.org.in upto **14.05.2013 (last date of sale)**. Earnest money amounting to Rs. 2802/- 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 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.

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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:- 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, 8800991861, 8800991844, 8800991845.

**Commissioner (Sports)
Delhi Development Authority**

No. F17(45)YSC/DDA/86

Date: 04.05.2013

Copy forwarded to: -

1. Director (Systems), DDA – through e-mail for DDA website
2. A. O. (Sports), DDA
3. Secretary (Coordn.), Sports Wing, DDA
4. The Secretary, DDA Contractor's Welfare Association, Vikas Minar, I. P. Estate, New Delhi.
5. The Secretary, Builder Associations, E-18, Vikas Kuteer, New Delhi
6. All Secretaries Sports Complexes for displaying on their Notice Boards.
7. Secretary (CWGVSC)
8. AAO (CWGVSC)
9. Notice Board.

**Commissioner (Sports)
Delhi Development Authority**

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TENDER APPLICATION FORM FOR SUPPLY OF NOTICE BOARD, DOORMATS & DUSTBINS IN SPORTS COMPLEX, DELHI.

A. PARTICULARS OF THE TENDERER/APPLICANT

- | |
|---|
| Affix duly
attested
passport size |
|---|
1. Name of Person(s)/Firm/Company : _____
 2. Name of Father / Husband : _____
(Auth. Signatory in case of firm/Company)
 3. Date of Birth : _____
 4. Address with Telephone No. : _____

 5. E-mail ID : _____
 6. Particulars of similar two works/job undertaken during the last 2 years (proof must also be enclosed)
 7. Each paper of the tender should be signed by the tenderer with seal of the Agency/Firm
 8. No column should be left blank and the rate & amount should be written in such a way that interpolation is not possible.

B. PARTICULARS OF THE YAMUNA SPORTS COMPLEX

1. Locality: **Surajmal Vihar, Delhi-110092**
2. Amount deposited on account of Earnest Money of Rs. 2802/- 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)

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DELHI DEVELOPMENT AUTHORITY
YAMUNA SPORTS COMPLEX, SURAJMAL VIHAR, DELHI

No.

Dated:

M/s _____

ESTIMATED COST OF TENDER: Rs. 1,40,100/-

Earnest Money: Rs. 2,802/-

Cost of tenders: Rs. 500 + 5% VAT

Processing fee: Rs. 500 + 12.36% service tax

Period of completion: 15 days

Date and time for submission of tender through e-Procurement: 14.05.2013 at upto
 3.00 P.M.

Period during which EMD, cost of tender, documents and tendering process fee and
 other documents shall be submitted upto 3.00 P.M. on 15.05.2013

Date and time of opening of tender: 20.05.2013 at 3:30 P.M.

**SUB: INVITATION OF TENDER THROUGH E-TENDERING FOR SUPPLY OF
 NOTICE BOARD, DOORMATS & DUSTBINS IN SPORTS COMPLEX,
 DELHI.**

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NOTICE INVITING TENDER
(E – TENDERING MODE)

Item rate/percentage rate tender are invited on behalf of DDA (Sports Wing) from the Dealers/ Firms/ Suppliers for the supply for the following items.

Name of Work : **Upgradation of Yamuna Sports Complex**
 SH : **Supply of Notice Board, Doormats & Dustbins in Yamuna Sports Complex.**

1.1 The work is estimated to cost **Rs. 1,40,100/-**. This estimate, however, is given merely as rough guide.

1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate division which will deal with all matters relating to the invitation of tenders.

For composite tender, besides indicating the combined estimates cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.

1.2 Intending tenderer is eligible to submit the bid provided he has definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works.

1.2.1 Dealers/ Firms/ Suppliers should be successfully executed 2 similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 50% or one work of value not less than 80% of estimated cost..

1.2.2 *

1.2.3 To become eligible for issue of tender, the tenderers to furnish an affidavit as under:

1. "I/we" undertake and confirm that eligible similar work(s) has/have got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in DDA in future for ever. Also, if such a violation comes to the notice of the Department before the date of start of work the Commissioner (Sports)

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shall be free to forfeit the entire amount of earnest money deposit /performance guarantee.”

- 2 Agreement shall be drawn with successful tenderer on prescribed form attached. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
- 3 The time allowed for carrying out the work will be **fifteen (15) days** from the 10th day after issue of award letter.
- 4 The tender document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except standard general conditions of contract form can be seen from website www.tenderwizard.com/DDA or www.dda.org.in.
- 5 Earnest Money 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 be scanned and uploaded to the e-tendering website within the period of tender submission and original should be deposited in office of Yamuna Sports Complex.

A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs.20 lakh, whichever is less, will have to be deposited in shape prescribed above, and balance in shape of Bank Guarantee. Interested contractor who wish to participate in the tender has also to make following payments in the form of Demand Draft/Pay Order or Banker's Cheque of any Scheduled Bank and to be scanned and uploaded to the e-tendering website within the period of tender submission :

- (i) **Cost of Tender Document** : Rs. 525/- 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)**.
- (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.

Copy of Enlistment Order and certificate of work experience and other documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of tender submission and certified copy of each shall be deposited in a separate envelop marked as "Other Documents".

Both the envelopes shall be placed in another envelope with due mention of Name of work, date & time of opening of tenders and to be submitted in the office of Yamuna Sports Complex during the period mentioned above.

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Online tender documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit, Cost of Tender Document and e-Tender Processing Fee and other documents placed in the envelope are found in order.

6. The contractor, whose tender is accepted, will be required to furnish performance guarantee of 5 % (Five percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs 10,000/-) or 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 or Guarantee Bonds of any Scheduled bank or the State Bank of India in accordance with the prescribed form.
7. Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity, access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract document. Submission of a tender by tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant etc will be issued to him by the government and local conditions and other factors having a bearing on the execution of the work.
8. The competent authority on behalf of DDA does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
9. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
10. The competent authority on behalf of DDA reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
11. The contractor shall not be permitted to tender for works in the DDA Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of

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Commissioner (Sports) and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives of any Gazetted officer in DDA or in the Ministry of Urban development. Any breach of this condition by the contractor would render him liable to be removed from approved list of contractors of this department\

12 No Engineer of gazette rank or other Gazetted officer employed in engineering or Administrative duties in an Engineering department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from the Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found anytime to be such a person who had not obtained the permission of the DDA as aforesaid before submission of the tender or engagement in the contractor's service.

13. The tender for the work shall remain open for acceptance for a period of ninety (90) days from the date of opening of tender/ninety days from the date of pening 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, 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.

14 This 'Notice Inviting Tender' shall form part of the contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of :-

- (a) The Notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- (b) Standard NIT Form 9 as mentioned.

15. In case any discrepancy is noticed between the document as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Commissioner (Sports), then the bid submitted shall be come invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

15(i) If the contractor withdraws his offer immediately after	The Earnest Money deposited by the Contractor shall be forfeited absolutely
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the award of work.

and disciplinary action as deemed fit shall be taken by the department against the contractor.

Commissioner (Sports), DDA

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ITEM/PERCENTAGE RATE TENDER AND CONTRACT FORM

Name of Work : **Upgradation of Yamuna Sports Complex**
 SH : **Supply of Notice Board, Doormats & Dustbins in Yamuna Sports Complex.**

- i) To be submitted through E-Tendering up to 3.00 pm on **14.05.2013**
- ii) To be opened through E-Tendering at 3.30 pm on **20.05.2013** at Siri Fort Sports Complex, August Kranti Marg, Siri Fort, Delhi.

TENDER

I/ We have read and examined the notice inviting tender, schedule. Specifications applicable, Designs, General Rules and Directions, Conditions of Contract, clauses 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 for 15 days, schedule of quantities and in accordance in all respects with the specifications, designs, and instructions in writing referred to General Rules and Directions and in clauses of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of its opening / Ninety days from the date of opening of financial bid (strike out as the case may be) and not to make any modifications in its terms & conditions.

A sum of Rs **2802/-** 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 or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

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 similar work(s) has/have got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in DDA

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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 drawings 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:

ACCEPTANCE

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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GOVERNMENT OF INDIA

State:
Branch:Division
Sub-Division

**TENDER AND CONTRACT
FOR
SUPPLY OF MATERIALS**
(Central P.W.D. Code paragraph 89)

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

1. All supplies proposed to be obtained by contract will be notified a form of invitation to tender posted in public places and signed by the Commissioner (Sports).

This form will state the supplies to be made, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of the earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentages, to be deducted from bills, Copies of the specifications and any other documents required in connection with the work, signed for the purpose of identification by the Commissioner (Sports) shall also be open for inspection by the contractor of the office of the Secretary/YSC during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member there or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of – attorney to be product, with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipts for payment made to a firm, must also be signed by the several partners, except where contractors are described in their tender as a firm, in which case-the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alternation in the work specified in the said form of invitation to tender, or in the time allowed for carrying out he work, or which contain any other condition or any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The Commissioner (Sports), or his duly authorized assistant, will open tender in the presence of any intending contractors who may be present at the time, and will enter the

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amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest-money forwarded there-with shall there upon be given to the contractor who shall there upon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest-money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.

6. The Officer inviting tenders shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment of payment to the Commissioner (Sports) and the contractor shall be responsible for seeing that he procures a receipt signed by the Commissioner (Sports), or a duly authorized cashier.

8 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

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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.
- 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.

9 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

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

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

1. Deleted
2. Deleted
3. Deleted.
4. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in the tender, he shall apply in writing to the Commissioner (Sports), who shall grant it in writing if reasonable ground be shown for it, and without such written authority of the Commissioner (Sports), the contractor shall not claim exemption from the fine leviable under clause 2.
5. The contractor shall give notice to the Commissioner (Sports) (hereinafter called the Engineer-in-charge) of his intension of making delivery of materials, and on the materials being approved, a receipt shall be granted to him by the Commissioner (Sports) or his assistant, and no material will be considered as delivered until so approved.
6. On the completion of the delivery of materials, the contractor shall be furnished with a certificate to that effect by the Commissioner (Sports)(hereinafter called the Engineer-in-charge) but the delivery will not be considered complete until the contractor shall have removed all rejected materials, and shall have the approved materials, and shall have the approved materials stacked or placed in such position as may be pointed out to him.

The security deposit of the contractor shall not be refunded after the ending of the three months after the time of certificate final or otherwise of completion or supply or till the final bill has been prepared and passed whichever is later.

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6-A. If at any time after the commencement of the supplies the President of India shall, for any reason whatsoever not require the whole thereof as specified in the tender to be supplied, the Commissioner (Sports) shall, in addition to his power annual the contract in case of default on the part of contractor, have power to terminate all liability of the President thereunder at any time after giving due notice in writing to the contractor of his desire to do so. In the event of such a notice being given:-

(a) the Commissioner (Sports) shall be entitled to direct the contractor to complete the supply of the materials which are ready for delivery up to date of the expiry of the notice and thereafter to cease their supply; all the articles or supplies received and accepted up to that date shall be paid for at the tender; and

(b) the contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract, but which he did not obtain owing to its premature termination, or for any loss which he might have sustained on this account.

7. No payment shall be made for supplies estimated to cost less than rupees one thousand, till after the whole of the supplies shall have been completed and a certificate of completion given. But in the case of supplies estimated to cost more than rupees one thousand the contractor shall on submitting the bill-therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor.

Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer-incharge (1) an authorization in the form of a legally valid document such as a power-of-attorney conferring authority on the bank to receive payment , and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Engineer-in-charge of the account or claim by payment to the bank. While the Receipt given by such bank shall constitute a full and sufficient discharge for then payment, the contractor, should, wherever possible, present his bills duly receipted and discharged through his bankers.

8. The materials shall be of the best description and in strict accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge.

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9. In the event of the material being considered by the Engineer-in-charge to be inferior to that described in the specification, the contractor shall, on demand in writing, forthwith remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may be named by the Engineer-in-charge, that Officer may have such rejected material removed at the contractor's risk and expense, the expense incurred being liable to be deducted any sum due, or which may become due, to the contractor.

10. If the contractor or his work people or servants shall break, deface, injure or destroy any building, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated ground contiguous to place where the materials are being supplied, he shall make good the same at his own expense, and in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the Engineer-incharge, who shall deduct the cost from any sums due, or which may become due, to the contractor.

11. The contractor shall supply at his own expense all tools, plant and implements required for the due fulfillment of his contract, and the material shall remain at his risk till the date for final delivery, unless it shall have been in the meantime removed for use by the Engineer-in-charge.

12. No materials shall be brought to site or delivered on Sundays without the permission of the Engineer-in-charge.

13. This contract shall not be sublet without the written permission, he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accrue from the materials he may have collected or engagements entered into.

13-A. Deleted

13-B. Deleted

13-C. (a) The contractor shall pay not less than fair wage to labourers engaged by him on the work.

Explanation- "**Fair Wage**" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified that wages prescribed by the C.P.W.D. for the distraction which the work is done.

(b) The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a fair wages to labourers indirectly engaged on the work, including any labour

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engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.

(c) In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this Agreement the contractor shall comply with or cause to be complied with the C.P.W.D. Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period; deduction from wages, recovery of wages not paid and deductions authorisedly made maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other terms of employment, inspection and submission of periodical return and all other matter of a like nature.

(d) The Commissioner (Sports) concerned shall have the right to deduct, from the money due to the contractor any sums required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the condition of the contract for benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the Regulations.(dd) under the provision of the Minimum Wages Act,1948 and Minimum Wages(Central) Rules,1950, the contractor is bound to allow or cause to be allowed to the Labourers directly or indirectly employed in the works one day's rest of six days continuous work and pay wages at the same rates as for duty. In the event of default, the Commissioner (Sports) concerned shall have right to deduct sum or sums not paid on account of wages for weekly holidays to any labours, and pay the same to the persons entitled thereof, from any moneys due to the contractor.

(e) Vis-à-vis the Central Government the contractor shall be primarily liable for all payments to be made under, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his sub-contractors.

(f) The Regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of his contract.

13-D. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall complied with all rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the DDA and its contractors.

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(b) Deleted.

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2 (a) Deleted.

(b) Deleted.

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13-G. In respect of all labour directly or indirectly employed in the work for the performance of the contractor(s) part of this agreement, the contractor shall at his own expense arrange for the safety provision as per C.P.W.D. safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide for all facilities as aforesaid he shall be liable to pay a penalty of Rs.50/- for each default and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in, on that behalf from the contractor.

14. Deleted

15. On the breach of any term or condition of this contractor, the said President shall be entitled to forfeit the security deposit, or the balance thereof, that may at that time remaining, and to realize and retain the same as damages and compensation for the breach, but without prejudice to the right of the said President to recover any further sum as damage from any sums due or which may become due to the contractor by Government or otherwise howsoever.

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16. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Commissioner (Sports) on behalf of the President of India shall have the option of terminating the contract without compensation to the contractor.

17. (1) Whenever any claim; against the contractor for the payment of a sum or money arises out or under the contract, Govt. shall be entitled to recover such sum by appropriating, in part or whole, the security deposit of the contractor, and to sell any Government Promissory notes etc. forming the whole or such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with Govt. should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due.

(2) Government shall have the right to cause an audit and technical examination of the work and the final bill of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of the overpayment and it shall be lawful for Government to recover the same from him in the manner prescribed in subclause(1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

PROVIDE that DDA shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Commissioner (Sports) on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Commissioner (Sports).

Commissioner (Sports), DDA

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SCHEDULE

Name of Work:- Upgradation of YSC.

SH: Supply of Notice Board, Doormats & Dustbins in Sports Complex.

S. No.	Items	Qty.	Unit	Rate	Amount
1.	Supply of Dust bins in different shape and capacity as per the requirement (approved sample available in the office of Secretary/YSC) as per the direction of Engineer in charge of following sizes :-				
	i. Small dust bin in plastic/PVC having capacity of 8 to 10 litre. (operation able with foot for opening & closing)	20	Each		
	ii. Medium dust bin in plastic/PVC having capacity of 50 to 60 litre.	10	Each		
	iii. Big dust bin for outdoor PVC / Plastic having capacity of 80 to 120 litre.	20	Each		
2.	Supply of Synthetic door mats in piles type having 15-17 mm piles thickness having good long lasting strength/durability in approved shade and size as per the direction of Engineer in charge of following sizes :-				
	i. 5'0" x 3'0"	10	Each		
	ii. 3'0" x 2'0"	10	Each		
3.	Supply of Soft/Notice board, all four sides aluminium beading with rubberized corners & pins and covered with approved shade of good quality of fabric as per the direction of Engineer in charge of following sizes :-				
	i. 8'0" x 4'0"	2	Each		
	ii. 4'0" x 3'0"	4	Each		
	Total				

Terms & conditions:

1. The supply will be carried out as per specification.
2. Nothing extra shall be paid to the agency.
3. The payment will be made after satisfaction of Secy./YSC.
4. The supply shall be completed within 15 days.
5. Necessary deduction will be made from the Bill.

Secretary/YSC

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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. Copy of Service Tax registration.
5. Copy of VAT registration.
6. Details of Turnover of the Firm/Company.
7. Certified copies of details of works executed by the tenderer.
8. Copies of Work Order(s) issued by Tenderer's clients.
9. Copies of performance certificate(s) issued by the client(s) of the tenderer.

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

Place: _____

Date: _____

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