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Instructions to bidders for Online Bid Submission for e-Tendering
(To be posted on website and forming part of NIT)

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area

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while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note:

My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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Special Instructions to the Contractors/Bidders for online submission of the bids through the e-Procurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA / GNFC / IDRBT / Mtnl Trustline / SafeScript / TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid

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- no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
 20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
 21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
 22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
 23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
 24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
 25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

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INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING PART OF BID DOCUMENT AND TO BE POSTED ON WEBSITE.

Online percentage rate bids are invited through e-tendering mode on behalf of Chairman ,Delhi Development Authority (Sports Wing) for the following work as per the details given below from the agencies who have satisfactorily completed similar nature of works and fulfill other eligibility criteria mentioned in the tender document. Without this, tenders would not be considered. For eligibility criteria, mode of payment of Earnest Money through RTGS/NEFT and other details of tender, visit the website www.dda.org.in or <https://eprocure.gov.in/eprocure/app>. For assistance on e-tendering please contact concerned **secretaries of the sports complex** or M/s NIC on email support-eproc@nic.in, cppc-nic@nic.in, or 24x7 helpline number 0120-4001002, 01204001005, 0120-6277 787 -

NIT No. 01/DSC-17/DDA/2021-22

Name of work	Maintenance of various Sports Complexes/Golf Courses of works at Dwarka Sports Complex Sector -17.
Sub Head	Providing and Fixing Rubber flooring at Gym Dwarka Sports Complex, Sector-17 (Specialized work)
Estimated cost	Rs. 8,59,874/-
Earnest Money	Rs. 17,197/- (To be deposited in the form of RTGS/NEFT only).
Contract Period	30 Days
Last date and time of submission of tender	19.03.2022 up to 3.00 pm
Date and time of opening of Technical Bid	21.03.2022 after 3.30 pm
Date and time of opening of Financial Bid	Will be intimate Separately
Bank Details	Name of Bank: Kotak Mahindra Bank Branch Name: Gulmohar Park, New Delhi-110049 IFSC Code: KKBK0000184 Account No. 1614159849

NOTE: -

- (1) The bidder will use one UTR for one work only. In case it is found that he has used one UTR number for different tenders, all the tenders submitted by him will be rejected and he will be debarred from further tendering in DDA in future.
- (2) The unique transaction reference of RTGS/NEFT against EMD, shall be deposited online at specified location for Electronic Time and Attendance Recording System for tender.
- (3) The intending tenderer should ensure before tendering that the requisite annual fee for e-tendering in DDA has already been deposited with CRB, DDA.
- (4) Hard Copy of any document submitted by the tenderers will not be accepted by DDA till the opening of Financial Bids of tenders. However, Hard Copies of relevant documents, if required, will be accepted from the lowest tenderer only.
- (5) For terms and conditions and other information/instructions, please visit DDA's website <https://eprocure.gov.in/eprocure/app> or www.dda.org.in For any assistance on e-tendering please contact concerned **secretaries of the sports complex** or M/s N.I.C. on email cppc-nic@nic.in or 24 x 7 helpline number 0120-4001002, 01204001005 or email ID support-eproc@nic.in.

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- (6) The tender document consisting of drawings, 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 of contract form can be seen from website <https://eprocure.gov.in/eprocure/app> or www.dda.org.in.
- (7) The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- (8) The tender shall be submitted online in two parts viz technical bid and financial bid.

Important terms & conditions for tenderers: -

Tenderers are required to go through the following before participating in the tender.

1. The bid shall be opened online at 3:30 PM on date **21.03.2022** in the presence of bidders or their representatives authorized by bidders. The tenderers will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bids with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
2. The Tenderer should deposit Rs. 17,197/- as Earnest Money in the form of RTGS/NEFT only. In case tender is accepted, the earnest money deposited with the bid will be refunded after receipt of Performance Guarantee. However, no interest shall be payable on the earnest money deposited.
3. All documents as specified in the press notice shall be scanned and uploaded to the e-tendering website within the period of tender submission.
4. Bidders/tenderers are required to pay annual charges of e-tendering fee as mentioned below in CRB Cell of DDA to upload their tender on-line.
 - a) Bidder/tenderer registered in Contractor's Registration Board (CRB) of DDA are required to pay the e-tendering annual charge as under: -

S. No.	Class of Contractor	Amount to be paid P.A.
1.	Class-I	Rs. 20,000.00 + GST as applicable
2.	Class-II	Rs. 16,000.00 + GST as applicable
3.	Class-III	Rs.14,000.00 + GST as applicable
4.	Class-IV	Rs. 10,000.00 + GST as applicable
5.	Class-V	Rs. 6,000.00 + GST as applicable

- b) The fees structure for one-year e-tendering will be as under for the contractors / consultants who are not registered with DDA.

S. No.	Cost of work	E-tendering fees
1.	Upto Rs. 15.00 Lakh	Rs. 6000/- + GST as applicable
2.	Above Rs. 15.00 Lakh to 20.00 crores	Rs. 20000/- + GST as applicable
3.	Above Rs. 20.00 crores	Rs.50000/- + GST as applicable

5. Requisite e-tendering fee of as applicable payable to the CRB, DDA shall be in form of pay order /bank demand draft payable in Delhi in the name of "PAO, Engineering Wing, DDA, Vikas Minar, New Delhi". A letter on firm's letter head enclosing the demand/pay order and addressed to "The Secretary CRB, 1st Floor, Vikas Minar, DDA, New Delhi, shall be submitted to contractor's Registration Board, 1st Floor, Vikas Minar, DDA, IP Estate, New Delhi-110 001 in duplicate and acknowledge stamped copy of the letter shall be uploaded in the tender as proof of registration with the CRB, DDA.

The Scanned copies of following documents are required to be uploaded with tender.

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- i. Proof of depositing Earnest Money i.e. Rs. 17,197/- in the form of RTGS/NEFT only.
- ii. Cancelled Banker's Cheque.
- iii. Permanent Account Number (PAN).
- iv. Certificate of Registration for GST.
- v. Certificate of registration for ESIC & EPFO.
- vi. Proof of having registration in CRB Cell of DDA valid upto the last date of submission of tender. (Applicable for DDA registered contractors only).
- vii. The receipt of requisite annual fee charges for e-tendering deposited with CRB cell of DDA.
- viii. Proof of having experience of executing the Similar Nature of work costing as mentioned in tender document.
- ix. Integrity Pact (To be signed by the bidder) as per the format enclosed at page-25
- x. Tender Acceptance Letter (To be given on Company Letter Head).
- xi. The tenderers are required to furnish an Undertaking (on Company's Letter Head) stating as under:

I/We undertake and confirm that I/we have not been blacklisted by any Central/State Govt./Municipal agency upto the date of submission of above-mentioned tender. 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 take action as dined fit.

NOTE: Any tender, found lacking with respect to the above-mentioned necessary information and /or documents and / or Earnest Money deposited with the technical bid, will not be considered for participation in financial bids.

Financial Bid

1. Schedule of price bid in the form of BoQ_XXXXX.xls

Resident Engineer
Dwarka Sports Complex, Sec.-17

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NOTICE INVITING TENDER FORM
(E- TENDERING MODE)

Online percentage rate bids are invited through e-tendering mode on behalf of Chairman ,Delhi Development Authority (Sports Wing) for the following work as per the details given below from the agencies who have satisfactorily completed similar nature of works and fulfill other eligibility criteria mentioned in the tender document. Without this, tenders would not be considered. For eligibility criteria, mode of payment of Earnest Money through RTGS/NEFT and other details of tender, visit the website www.dda.org.in or <https://eprocure.gov.in/eprocure/app>. For assistance on e-tendering please contact concerned *secretaries of the sports complex* or M/s NIC on email cpsc-nic@nic.in or 24x7 helpline number_0120-4001002, 01204001005

NIT No. 01/DSC-17/DDA/2021-22

Name of work	Maintenance of various Sports Complexes/Golf Courses of works at Dwarka Sports Complex Sector -17.
Sub Head	Providing and Fixing Rubber flooring at Gym Dwarka Sports Complex, Sector-17 (Specialized work)
Estimated cost	Rs. 8,59,874/-
Earnest Money	Rs. 17,197/- (To be deposited in the form of RTGS/NEFT only). Contract
Period	30 Days
Last date and time of submission of tender	19.03.2022 up to 3.00 pm
Date and time of opening of Technical Bid	21.03.2022 after 3.30 pm
Date and time of opening of Financial Bid	Will be intimate Separately
Bank Details	Name of Bank: Kotak Mahindra Bank Branch Name: Gulmohar Park, New Delhi-110049 IFSC Code: KKBK0000184 Account No. 1614159849

ELIGIBILITY CRITERIA

- The agency should have experience of executing the Similar Nature of work under Government departments (Central or State) / Public sectors (Central or State) during the last 7 years ending last day of the month previous to one in which applications are invited, costing as mentioned hereunder:
 - Three similar completed works costing not less than the amount equal to 40% of estimated cost put to tender or
 - Two similar completed works of amount equal to not less than 60% of estimated cost put to tender or
 - One similar completed work equal to amount not less than 80% of estimated cost put to tender.
- Similar Nature of work means "Providing & Fixing Rubber flooring".
- The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to last date of receipt of applications for tenders.

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4. If too many bids are received satisfying the laid down criterion, in that case the department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it.
5. To become eligible for issue of tender, the tenderers are required to furnish an Undertaking (on Company's Letter Head) stating as under:
I/We undertake and confirm that I/we have not been blacklisted by any Central/State Govt./Municipal agency upto the date of submission of above-mentioned tender. 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 take action as deemed fit.
6. The time allowed for completion of the work will be 30 Days from the date of start or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
7. The site for the work is available.
8. The tender document consisting of Special Conditions, Schedule of quantities of various categories of manpower to be provided 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 <https://eprocure.gov.in/eprocure/app> or www.dda.org.in.
9. The contractor whose bid is accepted will be required to furnish performance guarantee of 3% (Three Percent) of the bid amount within the period specified in Terms & Conditions of contract. This guarantee shall be in the form of Banker 's cheque of any Scheduled Bank / Demand Draft of any Scheduled Bank / Pay order of any Scheduled Bank or Govt. Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Terms & Conditions of contract, including the extended period if any, then the DDA shall be free to forfeit the entire amount of earnest money deposit /performance guarantee.
10. 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 all the terms & conditions of the contract documents and has made himself aware of the scope and specifications of the work to be done and of local conditions and other factors having a bearing on the execution of the work.
11. The competent authority on behalf of Chairman ,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.
12. 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.
13. The competent authority on behalf of Chairman (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.
14. 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 Commissioner (Sports) and Resident 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.

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15.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.

16.The bid for the work shall remain open for acceptance for a period of Seventy-Five (75) days from the last / extended date of opening of technical bids. 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 be at liberty to take action as stated below.

Case of withdrawal of offer	Action to be taken
<p>1. If the Contractor withdraws his offer within validity period or makes any modification in the terms and conditions of the contract, which are not acceptable to the Department.</p> <p>2. If contractor withdraws his offer after issue of letter of intent or fails to deposit full Performance Guarantee.</p> <p>3. If the Contractor withdraws his offer immediately after the award of work.</p> <p>4. If the Contractor withdraws his offer after taking over possession of site.</p>	<p>(i) If the contractor withdraws his tender or makes any modification in the terms & condition of the tender which is not acceptable to the department within 7 days after opening tender (excluding date of opening of tender) then the DDA shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the Earnest Money absolutely.</p> <p>(ii) After 7 days opening of tender the DDA shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the Earnest Money absolutely.</p> <p>2. Earnest money will be forfeited absolutely.</p> <p>3. The Earnest money as well as Performance Guarantee deposited by the contractor shall be forfeited absolutely.</p> <p>4. It is deemed that the contractor has entered into agreement and action to Penalize the contractor for not completing the work within stipulated period will be taken against the contractor, if he abandons the site after taking over the possession of site from the Resident Engineer. For taking action, the only documentary proof required will be the document showing signature of the contractor or his authorize representative for taking over the possession of site. It is further clarified that action of the agreement is attracted even though the contractor fails to sign the agreement on Rs. 100 non-judicial stamp papers but do not start work from the fifteenth day after date on which the order to commence the work is issued to the contractor. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.</p>

17.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 7/8 or other Standard DDA Form as mentioned.

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DELHI DELHI DEVELOPMENT

18. Tenderers may refer web Tender Notice/detailed tender notice in e-tendering website for any corrigendum/amendments in the tender.
19. DDA will not be responsible for not getting internet connection/power supply while downloading the electronic bid sheets/documents or while uploading their bids.
20. Cess under the provisions of the buildings and other constructions workers (RE&CS) Act-1996 and the building and other construction workers welfare cess Act 1996 @ 1% of the constructions/ projects shall be deducted at source from the bill paid to the contractor, DDA shall not bear any liability on account of cess being deducted and reimbursed to GNCTD in pursuance of building and other construction workers welfare cess Act 1996 read with Delhi Building and other construction workers(RE & CS) Rules 2002.
21. All the material required for completion of the project is to be arranged by the contractor and no material shall be supplied by the Delhi Development Authority.
22. In case any discrepancy is noticed between the document as uploaded at the time of submission of the bid online then the bid submitted shall become invalid and the DDA shall be free to forfeit the entire amount of earnest money deposit /performance guarantee. Further the tenderer shall not be allowed to participate in the retendering process of the work.
23. The contractor/bidder whose tender is accepted shall execute an agreement on Rs. 100/- Non-judicial Stamp paper reiterating his acceptance for the execution of work on the amount and conditions as set in the contract document.
24. TDS under the provision GST law
 - (i) Tenderer will examine the various provisions of the Central Goods and Services Tax Act, 2017 (GST) / Integrated Goods and Services Tax Act 2017 (IGST)/ Union Territory Goods and Services Tax Act. 2017 (UTGST)/respective state's State Goods and Services Tax (SGST) also, as notified by Central/State Govt. & as amended from time to time and applicable taxes before bidding. Tenderers will ensure that full benefit of Input Tax Credit (ITC) likely to be availed by them is duly considered while quoting rates.
 - (ii) The successful tenderer who is liable to be registered under CGST/IGST/UTGST/SGST Act shall submit GSTIN along with other details required under CGST/IGST/UTGST/SGST Act to DDA immediately after the award of contract, without which no payment shall be released to the contractor. The contractor shall be responsible for deposition of applicable GST to the concerned authority.
 - (iii) Every tenderer / bidder is required to be registered compulsorily himself under CGST/IGST/UTGST/SGST Act.
 - (iv) TDS under the provision GST law shall be deducted from the bills and / or payment of advances as and when made applicable under the Act. Provisions of GST Act 2017 shall have the superseding effect over the all-earlier taxes like VAT/WCT/Service Tax/Other like taxes etc. contemplated in the Act. Accordingly, the terms VAT/WCT/Service Tax/etc. appearing anywhere in the bid document may be read as the applicable tax under the GST Act-2017.

Resident (Engineer)

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DELHI DELHI DEVELOPMENT
PERCENTAGE RATE TENDER AND CONTRACT FORM

Tender for the following work: -

Name of work	Maintenance of various Sports Complexes/Golf Courses of works at Dwarka Sports Complex Sector -17.
Sub Head	Providing and Fixing Rubber flooring at Gym Dwarka Sports Complex, Sector-17 (Specialized work)

- i) is to be submitted through E-Tendering upto 3.00 pm on **19.03.2022**
- ii) Technical Bid shall be opened at 3.30 pm on **21.03.2022**
- iii) Earnest Money to be deposited : **Rs. 17,197/-** in the form of RTGS/NEFT only.
- iv) Performance Guarantee : 3% of Tendered Amount
- v) Security Deposit : 2.5% of Tendered Amount or Gross work done whichever is higher
- vi) Time allowed for completion of work: 30 Days

T E N D E R

I/ We have read and examined the notice inviting tender, General Rules and Directions, Conditions of Contract, Clauses of contract, special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the DDA within the time specified in tender document viz., schedule of quantities and in accordance in all respects with the instructions in writing referred to in General Rules and Directions, Clauses of contract, special conditions, & other documents and Rules referred to in the tender document for the work.

We agree to keep the tender open for Seventy-Five (75) days from the due date of its opening bid and not to make any modifications in its terms & conditions.

I/We undertake and confirm that:

A sum of **Rs. 17,197/-** deposited in the Account of CAU (Sports), DDA is hereby forwarded in the form of UTR of RTGS/NEFT bank guarantee 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 / performance guarantee shall be retained by DDA 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, upto maximum of the percentage mentioned in the tender form and those in excess of that limit at the rates to be determined in accordance with the provision contained in the tender form.

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DELHI DELHI DEVELOPMENT

Further, I/We agree that in case of forfeiture of 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 I/we have not been blacklisted by any Central/State Govt./Municipal agency upto the date of submission of above-mentioned tender. 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 as the case may be.

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

Signature of contactor

Name:

Name:

Address:

Address:

Occupation:

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the DDA for a sum of Rs. _____ (Rupees _____)

The letters referred to below shall form part of this contract Agreement:

- ii)
- iii)

For & on behalf of Chairman DDA

Signature _____
Designation: Resident Engineer
DSC-17/DDA

A..... }
C..... } Nil
D.... }
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GENERAL RULES AND DIRECTIONS

1. All work proposed for execution by contract will be notified on website www.dda.org.in or <https://eprocure.gov.in/eprocure/app>.
2. The notification will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited along with tender, the Performance Guarantee to be deposited by the successful agency / contractor and the amount of security deposit to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
3. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof 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 produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
4. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
5. In case of Percentage Rate Tenders, contractor shall fill up the tender form online, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in the tender document, he will be willing to execute the work. The tender submitted shall be treated as invalid if:-
 - i) The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.
 - ii) The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.
 - iii) The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender:
 - iv) Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.
6. In case the lowest tendered amount (estimated cost+ amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.
7. In case any such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and then the DDA shall be free to forfeit the entire amount of earnest money deposit /performance guarantee as the case may be.
8. If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Sr. AO (Sports)/CAU, Secretary / DSC-17, R.E/DSC-17 and AAO/ DSC-17 & the lowest contractors those have quoted equal amount of their tenders.

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DELHI DELHI DEVELOPMENT

9. In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled and then the DDA shall be free to forfeit the entire amount of earnest money deposit /performance guarantee as the case may be.
10. 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 or any other tender.
11. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
12. In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tenders shall be accurately filled in figures and words, so that there is no discrepancy.
13. The contractor whose tender is accepted will be required to furnish the following documents:
 - i) performance guarantee @ 3% (three percent) of the tendered amount within the period specified in Terms & Conditions of the NIT. This guarantee shall be in the form of Demand Draft of any scheduled bank / pay order of any scheduled bank or Govt. securities fixed deposit receipts or guarantee bonds of any scheduled bank or the state Bank of India in accordance with the prescribed form.
 - ii) security Deposit for the fulfillment of his contract, an amount equal to 2.5% of the tendered value of work or gross work done whichever is higher. The security deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of the tenders, will be treated as part of the security deposit. The security deposit will also be accepted in the shape of government securities. Fixed deposit receipt of a Scheduled bank or State Bank of India will also be accepted for this purpose provided conformity advice is enclosed.
14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Resident Engineer shall be communicated in writing to the Secretary of the complex.
15. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves have/ have tendered or who may has/ have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
16. The contractor shall submit list of works which are in hand (progress) in the following form: -

Name of Work	Name and particulars of Division where work is being executed	Value of work	Position of Work in progress	Remarks
1	2	3	4	5

17. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the DDA may in his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

Resident Engineer
DSC-17

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D.... } Nil
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CONDITIONS OF CONTRACT

Definitions

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the DDA and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Resident Engineer and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - (i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - (ii) The Site shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work, is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - (iii) The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assigns of such individual, firm or company.
 - (iv) Deleted.
 - (v) The Resident Engineer means the Divisional Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of DDA.
 - (vi) Deleted.
 - (vii) Deleted.
 - (viii) Accepting Authority shall mean the Commissioner (Sports).
 - (ix) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
 - (x) Department means Delhi Development Authority (DDA)
 - (xi) Deleted.
 - (xii) Tendered value means the value of the entire work as stipulated in the letter of award.
 - (xiii) Date of commencement of work: The date of commencement of work shall be the date of start as specified in Terms & Conditions of the NIT or the first date of handing over of the site, whichever is later, in accordance with phasing if any, as indicated in the tender document.
3. **Scope and Performance**

Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

 1. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

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2. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

4. Works to be carried out

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

5. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

6. Discrepancies and Adjustment of Errors

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

- 6.1 In the case of discrepancy between the Schedule of Quantities, Specifications, and/or the Drawings, the following order of preference shall be observed:

- i) Description of schedule of quantities.
- ii) Particular specification and Special Condition, if any.
- iii) Drawings.
- iv) CPWD Specifications.
- v) Indian Standard Specifications of B.I.S

- 6.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

- 6.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

7. Signing of Contract

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:

- i) The letter inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- ii) Standard tender document consisting of:
 - a) Various Terms & Conditions / Standard clauses with corrections up to the last date of submission of tender.
- iii) No payment for work done will be made unless contract is signed by the contractor.

Resident Engineer
DSC-17

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C..... }
D.... } Nil
OW }

TERMS AND CONDITIONS OF CONTRACT

(A) CONTRACT PERIOD

- (1) The contract shall be for a period of 30 days from the date of award of the contract ('Contract Period').
- (2) The work “_Providing and fixing rubber flooring at Gym” will be done at Dwarka Sports Complex Sec.-17.
- (3) DDA may, in its discretion, renew the contract for a further term of one year upon the same rates and the same terms and conditions as applicable to the present contract. Such renewal shall be subject to and based on the evaluation of the performance of the Bidder/Contractor during the Contract Period. However, it is hereby clarified that even if the performance of the work of the Contractor during the contract period is satisfactory, a renewal of the contract shall be made only if DDA, in its discretion, deems it fit and agrees to renew the same and DDA shall not be under any obligation to state the reasons for its refusal to renew the contract.
- (4) Without prejudice to the above after expiry of the Contract Period, DDA reserves the right to extend the contract from time to time on same terms and conditions without renewing the contract.
- (5) However, the work can be terminated at any time without giving any notice to the agency.

(B) CONTRACT PERFORMANCE GUARANTEE

- (1) The successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee (PG) of 3% (Three Percent) of the bid amount by way of Banker 's cheque of any Scheduled Bank / Demand Draft of any Scheduled Bank / Pay order of any Scheduled Bank or Govt. Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
- (2) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance shall be 7 days.
- (3) Maximum allowable extension with late fees @ 0.1% of Performance Guarantee amount per day beyond the period as provided in (2) above shall be 7 days.
- (4) In case the contractor fails to deposit the said performance guarantee within the period as indicated at s.no. 2 & 3 above then the DDA shall be free to forfeit the entire amount of earnest money deposit /performance guarantee.
- (5) The said Performance Guarantee (PG) shall be equivalent to 3 % of the total contract value and shall be retained by DDA during the entire Contract Period and for a further period of 01 months after the determination of the Contract Period. The same shall be returned to the Contractor after settlement of all dues.
- (6) In the event the contract is terminated by DDA on account of the fault of the Contractor before the determination of the Contract Period, or the Contractor abandons the work and its obligations under the contract during the Contract Period, then the PG amount shall be forfeited by DDA.

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(C) FINANCIAL TERMS

(1) Payment Terms

- (a) Upon receipt of the complete invoice, DDA shall disburse the payment to the Contractor within a period of 15 days from the receipt of such complete invoice.
- (b) The service tax/GST amount shall be shown separately on the invoice along with the applicable registration numbers.
- (c) All the payments to be made to the Contractor by DDA shall be made through NEFT/RTGS only with applicable TDS in accordance with the Govt. of India/RBI guidelines from time to time.

(2) Permissible Deductions

All costs, charges, expenses, wages, statutory dues payable by the Contractor under the terms of the contract or as per the applicable laws, in respect of which he makes default in payment, shall be the liability of the Contractor. Such amounts or dues maybe paid by DDA in which case DDA shall be entitled to recover the same from the Contractor by deducting the said amounts from the Contractor's monthly invoice.

(3) Other Financial Terms

- (a) The rates shall be final and firm for the entire Contract Period including extension,if any, and shall not be subjected to any escalation whatsoever imposed by the Govt of India.
- (b) The Contractor will be required to comply with the labour laws as shall be applicable from time to time with regard to payment of statutory dues and wages including minimum wages to the laborers, supervisors, etc. as shall be engaged by the Contractor.
- (c) The Contractor shall not be entitled to claim any amounts towards escalation cost, idle manpower.
- (d) The Contractor shall be liable to bear and pay for any expenses or cost that may be required to be incurred on account of any kind of accident caused during the Contract Period. The sole responsibility is of the agency.

Resident Engineer
DSC-17

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C..... }
D.... } Nil
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GENERAL CONDITIONS OF CONTRACT

(A) COMPLIANCE OF ALL STATUTORY OBLIGATIONS

- (1) The Contractor shall be required to have been registered and having the necessary licenses and permissions under the various labour law enactments like the Contract Labour (Regulation and Abolition) Act, 1970, Employee Compensation Act, 1923 and Employees Provident Fund and Miscellaneous Provisions Act, 1952 from the date of commencement of the work and he shall obtain and submit the copy of registration certificate, registration code number to DDA, failing which the contract is liable to be cancelled.
- (2) The Contractor shall also obtain and keep in place necessary insurance policies, Mediciam policies, group insurance schemes of adequate value to cover his workmen, supervisors, etc. with regard to any accidents, injury or the liability under the Employee Compensation Act.
- (3) The Contractor shall observe and be responsible for the compliance of all labour laws, government notifications and shall maintain necessary records for the same and shall submit the same to DDA when so required.
- (4) The Contractor shall duly maintain all records/registers required to be maintained by him under various labour laws mentioned above and shall produce the same before the concerned Statutory Authorities whenever required and called upon to do so.

(B) WORK CERTIFICATION

- (1) The work done and executed by the Contractor shall be approved and certified by the authorized personnel of DDA (Site in charge) in accordance with the terms and conditions of this contract and the rules and norms of DDA.
- (2) If upon inspection, DDA finds that the work has not been executed and performed as per the terms and conditions hereof and is not as per expected levels of performance, then DDA shall issue a warning to the Contractor providing a defined time limit to rectify any non-performance or inadequate performance, failing which DDA shall be entitled to levy penalty at the rate of 1% of the contract value per month.

(C) FORCE MAJEURE

The Parties hereto shall be relieved from the performance of the obligations as herein contemplated or from any penal consequences on account of non-performance which is attributable directly to force majeure conditions, which conditions are not in the power, domain or control of the Party affected. The Party seeking protection of such force majeure condition shall be required to send a notice of the existence and continuation of such conditions to the other Party and only thereupon the suspension of obligations shall follow. For these purposes hereof, force majeure conditions shall mean an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

(D) INTERPRETATION

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of Commissioner (Sports) will be final and binding.

(E) ASSIGNMENT AND SUB-LETTING/SUB-CONTRACTING PROHIBITED

The Contractor shall not directly or indirectly assign or sub-let any part of the contract to any other party or agency.

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(F) TERMINATION

- A. DDA may terminate the contract if any of the following events occur: –
- i. Contractor is adjudged as insolvent.
 - ii. Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations under the contract for a period of One month.
 - iii. Contractor fails to proceed with the work with due diligence as per requirements of the contract.
 - iv. Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
 - v. Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
 - vi. The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein.
 - vii. The Contractor commits a breach of the contractual terms and conditions.
 - viii. In the opinion of DDA, it is desirable to discontinue with the performance of the contract with the Contractor.
- B. DDA shall give the Contractor a Seven days’ notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from DDA in that behalf.
- C. Upon such termination, the outstanding dues of the Contractor shall be settled subject to the amounts recoverable by DDA under the contract from the Contractor.
- D. The Performance Guarantee (PG) shall be forfeited if the contract is terminated by DDA on account of the above.

(G) INDEMNITY

The Contractor shall indemnify DDA and keep harmless DDA from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by DDA which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor, including but not limited to, any liability or action occurring on account of any litigation, court or government orders.

(H) AMENDMENT

No amendment or modification or waiver of any provision of these presents, nor consent to any departure from the performance of any obligations contained herein, by any of the Parties hereto, shall in any event be valid and effective unless the same is in writing and signed by the Parties or their duly authorized representative especially empowered in this behalf and the same shall be effective only in respect of the specific instance and for the specific purpose for which it is given.

(I) SETTLEMENT OF DISPUTES

- (1) Any disputes or difference between parties arising out of the contract to the extent possible shall be settled amicably between the parties.
- If amicable settlement cannot be reached all the disputed issues shall be resolved by Dispute Redressal Committee (DRC) and his decision shall be final. The Dispute Redressal Committee (DRC) shall give the opposing party two weeks for a written response, and, give its decision within a period of 60 days extendable by 30 days by consent of both the parties from the receipt of reference from Competent Authority, DDA. The constitution of Dispute Redressal Committee (DRC) shall provided that no party shall be represented before the Dispute Redressal Committee by an advocate/legal counsel etc. If the Dispute Redressal Committee (DRC) fails to give its

A..... }
C..... }
D.... } Nil
OW }

DELHI DELHI DEVELOPMENT

decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC) or expiry of time limit given above, then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Competent Authority, DDA, for appointment of arbitrator on prescribed proforma as per Appendix XV under intimation to the other party.

The Competent Authority, DDA shall appoint the sole arbitrator within 30 days of receipt of such a request and refer disputes to arbitration.

The cost of the reference and of the award shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid. The fees, if any, of the arbitrator, shall, if required, to be paid before the award is made and published, be paid half and half by each of the parties.

(J) GOVERNING LAW & JURISDICTION

This contract shall be governed by the Laws of India and the Courts at Delhi shall have exclusive jurisdiction to try and disputes arising hereunder.

Resident Engineer
DSC-17

A..... }
C..... } Nil
D.... }
OW }

INTEGRITY PACT

(To be signed by the signatory competent/authorized to sign the relevant contract on behalf of Chairman, D.D.A.)

To

.....
.....
.....

Sub: NIT No.....for the work

Dear Sir,

It is here by declared that DDA is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the D.D.A.

Yours faithfully

Resident Engineer
DSC-17

A..... }
C..... } Nil
D.... }
OW }

INTEGRITY PACT

(To be signed by the bidder)

To

Resident Engineer

.....

Sub: Submission of Tender for the work of

Dear Sir,

I/We acknowledge that D.D.A. is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by D.D.A. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, D.D.A. shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

A..... }
C..... }
D.... } Nil
OW }

INTEGRITY AGREEMENT

(To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of Chairman, D.D.A.)

This Integrity Agreement is made on.....this.....day of..... 2022

BETWEEN

Delhi Development Authority represented through Resident Engineer..... (Name of Division)

D.D.A.(Address of Division).....(Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

..... (Name and Address of the Individual/firm/Company)

Through..... (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof in clued its successors and permitted assigns)

PREAMBLE

WHEREAS the Principal/Owner has floated the Tender (NIT No.....)(hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for..... (Name of work)

Hereinafter referred to as the "Contract"

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contact between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, Demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

The Principal/Owner will, during the Tender Process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender Process or the Contract Execution.

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D.... } Nil
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The principal/owner shall Endeavour to exclude from the Tender Process any person, whose conduct in the past has been biased nature.

If the Principal/Owner obtain information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988(PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of fraud or Corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

The Bidder(s) Contractor (S) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution.

The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender Process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidders(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

The Bidders Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

The Bidder (s) /Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

The Bidder(s) /Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person. his/her reputation or property to influence their participation in the tendering process).

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C..... }
D.... } Nil
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Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/ Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/ Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/ Owner’s absolute right:

If the Bidder(s) / Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/ Owner after giving 14 days’ notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/ Owner.

Forfeiture of EMD / Performance Guarantee/ Security Deposit: If the Principal/ Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to terminate /determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal / Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.

Criminal Liability: If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression:

The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/ State Public Sector Enterprises in India that could justify his exclusion form the Tender Process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender Process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, in its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors:

The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principle laid down in this agreement/Pact by any of its Sub-contractor/sub-vendors.

The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article-6 - Duration of the Pact:

This Pact begins when both the parties have legally signed it. It expires for the Contactor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period whichever is more and for all other bidders, till the Contract has been awarded.

A..... }
C..... } Nil
D.... }
OW }

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, DDA.

Article 7- Other Provisions:

This Pact is subject to Indian Law, place of performance and jurisdiction is the Head Quarters of the Division of the Principal/ Owner, who has floated the tender.

Changes and supplements need to be made in writing. Side agreements have not been made.

It the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

It is agreed term and condition that any dispute or difference arises between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or Interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/ Contact documents with regard any of the provision covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSESS:

- 1.
(Signature, name and address)
- 2.
(Signature, name and address)

Place:

Dated:

Resident Engineer
DSC-17

A..... }
C..... } Nil
D.... }
OW }

REGISTER OF MATERNITY BENEFITS (Clause 19 F)

Name and address of the contractor -----

Name and location of the work -----

Name of the employee	Father's/ husband's name	Nature of employment	Period of actual employment	Date on which notice of confinement given
1	2	3	4	5
Date on which maternity leave commenced and ended				
Date of Delivery/ Miscarriage	In case of delivery		In case of miscarriage	
	Commenced	Ended	Commenced	Ended
6	7	8	9	10
Leave pay paid to the employee				
In case of delivery		In case of miscarriage		Remarks
Rate of leave pay	Amount paid	Rate of leave pay	Amount paid	
11	12	13	14	15

Appendix 'II'

SPECIMEN FORM OF THE REGISTER, REGARDING MATERNITY BENEFIT ADMISSIBLE TO THE CONTRACTOR'S LABOUR

Name and address of the contractor -----

Name and location of the work -----

-

1. Name of the woman and her husband's name
2. Designation
3. Date of appointment
4. Date with months and years in which she is employed
5. Date of discharge/ dismissal, if any
6. Date of production of certificates in respect of pregnancy
7. Date on which the woman informs about the expected delivery
8. Date of delivery/ miscarriage/ death
9. Date of production of certificate in respect of delivery/ miscarriage
10. Date with the amount of maternity/ death benefit paid in advance of expected delivery
11. Date with amount of subsequent payment of maternity benefit
12. Name of the person nominated by the woman to receive the payment of the maternity benefit after her death
13. If the woman dies, the date of her death, the name of the person to whom maternity benefit amount was paid, the month thereof and the date of payment
14. Signature of the contractor authenticating entries in the register
15. Remarks column for the use of Inspecting Officer

A..... }
 C..... }
 D.... } Nil
 OW }

LABOUR BOARD

Name and work -----
 Name of Contractor -----
 Address of Contractor -----
 Name and address of Division -----
 Name of Labour Officer -----
 Address of Labour Officer -----
 Name of Labour Enforcement Officer -----
 Address of Labour Enforcement Officer -----

S.No.	Category	Minimum wage fixed	Actual wage paid	Number present	Remarks

Weekly holiday -----
 Wage period -----
 Date of payment of wages -----
 Working hours -----
 Rest interval -----

Form-XIII (See rule 75)

REGISTER OF WORKMEN EMPLOYED BY CONTRACTOR

Name and address of contractor -----
 Name and address of establishment under which contract is carried on -----
 Nature and location of work -----
 Name and address of Principal Employer -----

S. No.	Name and surname of workman	Father's/Husband's name	Designation	Permanent home address of the workman (Village and Tehsil, Taluk and Districts)	Local address	Date of commencement of employment	Signature or thumb impression of the workman	Date of termination of employment	Reasons for terminations	Remarks
1	2	4	5	6	7	8	9	10	11	12

MUSTER ROLL

Name and address of contractor -----
 Name and address of establishment under which contract is carried on -----
 Nature and location of work -----
 Name and address of Principal Employer ----- For the Month of fortnight -----

S.No.	Name of Workman	Sex	Father's/Husband's name	Dates					Remarks
1	2	3	4	5					6
				1	2	3	4	5	

A..... }
 C..... } Nil
 D..... }
 OW }

Form-XVII
REGISTER OF WAGES

Name and address of contractor-----

Name and address of establishment under which contract is carried on-----

Nature and location of work-----

Name and address of Principal Employer -----

Wages Period: Monthly/ Fortnightly

S . N o	Nam e of Wor kma n	Seria l No. in the regis ter of work man	Desig natio n/ natur e of work done	No . of da ys wo rked	Units of wor k don e	Daily rate of wag es/ piec e rate	Amount of wages earned					Dedu ctions if any, (indic ate natur e)	Net am oun t paid	Signa ture or thumb b impre ssion of the work man	Initial of contr actor or his repre senta tive
							B as ic w ag es	Dear ness allow ance s	Ove rtim e	Othe r cash pay ment s (Indi cate natu re)	To tal				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Wage Card No. -----

(Obverse)

WAGE CARD

Name and address of contractor -----

Date of Issue -----

Name and location of work -----

Designation -----

Name of workman -----

Month / Fortnight -----

Rate of Wages -----

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		
Morni ng																																	Rate
Eveni ng																																	Amo unt
Initial																																	

Received from ----- the sum of Rs. -----

----- on account of my wages.

The Wage Card is valid for one month from the date of issue

Signature

A..... }
C..... }
D.... }
OW } Nil

Form-XIX [See rule 78(2) b]
WAGES SLIP

Name and address of contractor -----
 Name and Father's/ Husband's name of workman -----
 Nature and location of work -----
 For the Week/ Fortnight/ Month ending -----
 1. No. of days worked -----
 2. No. of units worked in case of piece rate workers -----
 3. Rate of daily wages/ piece rate -----
 4. Amount of overtime wages -----
 5. Gross wages payable -----
 6. Deduction, if any -----
 7. Net amount of wages paid -----

Initials of the Contractor or his representative
Appendix 'IX'

Form-XIV [See rule 76]
EMPLOYMENT CARD

Name and address of contractor -----
 Name and address of establishment in/under which contract is carried on -----
 Name of work and location of work -----
 Name and address of Principal Employer -----
 1. Name of the workman -----
 2. S.No. in the register of workman employed -----
 3. Name of employment/ designation -----
 4. Wage rate (with particulars of unit in case of piece work) -----
 5. Wage period -----
 6. Tenure of employment -----
 7. Remarks-----

Signature of Contractor
Appendix 'X'

Form-XV (See rule 77)
SERVICE CERTIFICATE

Name and address of contractor -----
 Name and location of work -----
 Name and address of workman -----
 Age or date of birth -----
 Identification marks -----
 Father's/Husband's name -----
 Name and address of establishment in under which contract is carried on -----
 Name and address of Principal Employer -----

.No.	Total Period for which employed		Nature of Work Done	Rate of wages (with particulars of unit in case of piece work)	Remarks
	From	To			
1	2	3	4	5	6

Signature

A..... }
 C..... }
 D.... } Nil
 OW }

LIST OF ACTS AND OMISSIONS FOR WHICH FINES CAN BE IMPOSED

In accordance with rule 7 (v) of the Contractor's Labour Regulations to be displayed prominently at the site of work both in English and local Language.

1. Willful insubordination or disobediences, whether along or in combination with other.
2. Theft fraud or dishonesty in connection with the contractors beside a business or property of DDA.
3. Taking or giving bribes or any illegal gratifications.
4. Habitual late attendance.
5. Drunkenness lighting, riotous or disorderly or indifferent behavior.
6. Habitual negligence.
7. Smoking near or around the area where combustible or other materials are locked.
8. Habitual indiscipline.
9. Causing damage to work in the progress or to property of the DDA or of the contractor.
10. Sleeping on duty.
11. Malingering or slowing down work.
12. Giving of false information regarding name, age father's name, etc.
13. Habitual loss of wage cards supplied by the employers.
14. Unauthorized use of employer's property of manufacturing or making of unauthorized particles at the work place.
15. Bad workmanship in construction and maintenance by skilled workers which is not approved by the Department and for which the contractors are compelled to undertake rectifications.
16. Making false complaints and/or misleading statements.
17. Engaging on trade within the premises of the establishments.
18. Any unauthorized divulgence of business affairs of the employees.
19. Collection or canvassing for the collection of any money within the premises of an establishment unless authorized by the employer.
20. Holding meeting inside the premises without previous sanction of the employers.
21. Threatening or intimidating any workman or employer during the working hours within the premises.

Form-XII[See rule 78(2)(d)]

REGISTER OF FINES

Name and address of contractor -----

Name and address of establishment in under which contract is carried on -----

Nature and location of work -----

Name and address of Principal Employer-----

S.No.	Name of Workman	Father's / Husband's name	Designation/ nature of employment	Act/ Omission for which fine imposed	Date of Offence	Whether workman showed cause against fine	Name of person in whose presence employee's explanation was heard	Wage period and wages payable	Amount of fine imposed	Date of which fine realized	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

A..... }
 C..... }
 D.... } Nil
 OW }

Form-XX [See rule 78(2) d]

REGISTER OF DEDUCTION FOR DAMAGE OR LOSS

Name and address of contractor-----

Name and address of establishment in under which contract is carried on -----

Nature and location of work -----

Name and address of Principal Employer -----

S.No.	Name of Workman	Father's / Husband's name	Designation/ nature of employment	Particulars of damage or loss	Date of damage or loss	Whether workman showed cause against deduction	Name of person in whose presence employee's explanation was heard	Amount of deduction imposed	No. of installment	Date of recovery		Remark
										First installment	Last installment	
1	2	3	4	5	6	7	8	9	10	11	12	13

Form-XXII[See rule 78(2)d]

REGISTER OF ADVANCES

Name and address of contractor -----

Name and address of establishment in under which contract is carried on -----

Nature and location of work -----

Name and address of Principal Employer -----

Sl. No.	Name of Workman	Father's / Husband's name	Designation/ nature of employment	Wage period and wages payable	Date and amount of advance given	Purpose(s) for which advance made	Number of installments by which advance to be repaid	Date of amount of each installment repaid	Date on which last installment was repaid	Remarks
1	2	3	4	5	6	7	8	9	10	11

Form-XXIII [See rule 78(2) e]

REGISTER OF OVERTIME

Name and address of contractor -----

Name and address of establishment in under which contract is carried on-----

Nature and location of work -----

Name and address of Principal Employer -----

S.No.	Name of Workman	Father's / Husband's name	Sex	Designation/ nature of employment	Date on which Overtime worked	Total overtime worked or production in case of piece rated	Normal rate of wages	Overtime rate of wages	Overtime earnings	Rate on which overtime wages paid	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

A..... }
 C..... }
 D.... } Nil
 OW }

(Refer Clause 5)

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING RESCHEDULING OF MILESTONE/EXTENSION OF TIME

Name of contractor

Name of work as given in the agreement

Agreement no

Estimated amount put tender

Date of commencement of work as per agreement Period

allowed for completion of work as per agreement Date of

completion stipulated in agreement

Period for which extension of time if has been given by authority:-

letter no. and date	Extension granted	
	Months	Days
(a) 1st extension.....		
(b) 2nd extension.....		
(c) 3rd extension.....		
(d) 4th extension.....		
(e) Total extension previously given		

Reasons for which extension have been previously given (copies of the previous applications should be attached)

Period for which extension if applied for

Hindrances on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

Submitted to the Authority with copy to the Resident Engineer and Sub Divisional Officer

Signature of Contractor

Dated

A..... }
 C..... }
 D.... } Nil
 OW }

NOTICE FOR APPOINTMENT OF ARBITRATOR

(Refer Clause 25)

To

The Commissioner (Sports)

.....

Dear Sir,

In terms of Clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of dispute mentioned below:

- a. Name of applicant
- b. Whether applicant is individual/Prop. Firm/O\Partnership Firm/Ltd. Co.
- c. Full address of applicant.
- d. Name of the work and contract number in which arbitration sought
- e. Name of the Division which entered into contract
- f. Contract amount in the work
- g. Date of Contract
- h. Date of initiation of work
- i. Stipulated date of completion of work
- j. Actual date of completion of work (if completed)
- k. total number of claims made
- l. Total amount claimed
- m. Date of intimation of final bill (if work is completed)
- n. Date of payment of final bill (if work is completed)
- o. Amount of final bill (if work is completed)
- p. Date of request made to SE for decision
- q. Date of receipt of SE's decision.
- r. Date of appeal to you
- s. Date of receipt of your decision.

Specimen signature of the applicant
(Only the person/authority who signed
the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims
- 2.

Yours faithfully,
(Signature)

Copy in duplicate to:

1. The Resident Engineer, DSC-17

A..... }
C..... } Nil
D.... }
OW }

Delhi Development Authority

(On non-judicial stamp paper of minimum Rs. 100/-)

(Guarantee offered by Bank to DDA in connection with the execution of contracts)

Form of Bank Guarantee for Earnest Money Deposit / Performance Guarantee / Security Deposit / Mobilization Advance

1. Whereas the Resident Engineer (name of division) on behalf of the Delhi Development Authority (hereinafter called "DDA") has invited bids under(NIT number)..... dated for..... (name of work). The DDA has further agreed to accept irrevocable Bank Guarantee for Rs. (Rupees ... only) valid upto (date)*..... as Earnest Money Deposit from(name and address of contractor) '.....,(hereinafter called "the contractor") for compliance of his obligations in accordance with the terms and conditions of the said NIT.

OR

Whereas the Resident Engineer (name of division) on behalf of the Delhi Development Authority (hereinafter called "DDA") has entered into an agreement bearing number with(name and address of the contractor) (hereinafter called "the Contractor) for execution of work..... .. (Name of work) The DDA has further agreed to accept an irrevocable Bank Guarantee for Rs. (Rupees ... only) valid upto (date)..... as Performance Guarantee/security Deposit/Mobilization Advance from the said Contractor for compliance of his obligations in accordance with the terms and conditions of the agreement.

2. We, (indicate the name of the bank) (herein after referred as "the Bank"), hereby undertake to pay to the DDA an amount not exceeding Rs.,.....,..... (Rupees "" "" only) on demand by the DDA within 10 days of the demand.

3. We, (indicate the name of the Bank) do here by undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the DDA stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)

4. We, (indicate the name of the Bank), further undertake to pay the DDA any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal, our liability under this Bank Guarantee being absolute and unequivocal. The payment so made by us under this Bank Guarantee shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

5. We, (indicate the name of the Bank)..... further agree that the DDA shall have the fullest liberty without our consent and without affecting in any manner, our obligation here under to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the DDA against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission on the part of the DDA or any indulgence by the DDA to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. We, (indicate the name of the Bank)..... further agree that the DDA at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor at

A..... }
C..... } Nil
D.... }
OW }

Delhi Development Authority

the first instance without proceeding against the contractor and notwithstanding any security or other guarantee the DDA may have in relation to the Contractor's liabilities.

7. This guarantee will not be discharged due to the change in Contractor.
8. We, (indicate the name of the Bank), undertake not to revoke this guarantee except with the consent of the DDA in writing.
9. This Bank Guarantee shall be valid up to Unless extended on demand by the DDA. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.(Rupees.....) and unless a claim in writing is lodged with us within the date of expiry or extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date.

Witnesses:

Signature.....

Name and address

Signature.....

Name and address

Authorized signatory

Name

Designation

Staff code no.

Bank seal

*Date to be worked out on the basis of validity period of 90 days where only financial bids are invited and 180 days for two/three bid system from the date of submission of tender' **In paragraph 1, strike out the portion not applicable. Bank Guarantee will be made either for earnest money or for performance guarantee/security deposit/mobilization advance, as the case may be.

A..... }
C..... } Nil
D.... }
OW }

Delhi Development Authority

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Subject : Acceptance of Terms & Conditions of Tender.

Tender Reference No : _____

Name of Tender / Work: _ _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____
_____ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _ _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

A..... }
C..... } Nil
D..... }
OW }

Delhi Development Authority

SCHEDULE OF QUANTITY

Name of work : Maintenance of various Sports Complexes/Golf Courses works at Dwarka Sports Complex.

Sub Head : Providing and fixing rubber flooring at Gym Dwarka Sports Complex Sector-17. (Specialized work).

S. No.	Description of Item	Qty	Unit	Rate	Amount
1	Providing and fixing preferably indigenous rubberized gym flooring of thickness 10 mm at cardio section as approved and as per the direction of Secretary/R.E of the Complex	225.25	Sqm	2019.40	454869.85
2	Providing and fixing preferably indigenous rubberized gym flooring of thickness 22 mm at weight section as approved and as per the direction of Secretary/R.E of the Complex	136.00	Sqm	2977.97	405003.92
Estimated Cost					859873.77
Say Rs.					859874.00

Secretary / DSC-17

Resident Engineer / DSC-17

A..... }
C..... } Nil
D.... }
OW }

A.E(Civil) / DSC-17