DELHI DEVELOPMENT AUTHORITY CHILLA SPORTS COMPLEX

N.I.T. NO.02/CSC/DDA/2025-26

Online tenders are invited through e-tendering mode on behalf of Delhi Development Authority, (Sports Wing) for the following works at Chilla Sports Complex. The tender shall be uploaded in two parts, namely, 'Part -I' containing Technical Bid and 'Part - II' comprising 'Financial Bid'. The bid not uploaded in accordance with the prescribed manner will not be accounted for at all. Only those agencies/ Firm/ Person having successfully completed three similar nature of works each costing not less than 40% of the estimated cost put to tender, or two similar completed works each costing not less than 60% of the estimated cost put to tender, or one similar completed work costing not less than 80% of estimated cost put to tender during the last five years ending previous day of last date of submission of tender in Government Department or Public Sector undertaking with annual turnover more than 30% of the estimated cost in each year during the immediate last three consecutive financial year ending March 2025 duly certified by Chartered Accountant having valid UDIN are entitled to apply. A proof thereof should be uploaded with the Technical Bid. The tenderer should be registered with the GST Department and furnish a copy of registration with the tender.

S.No.	NIT No. & Name of work	Estimated Cost	Last date & time of submission of tender
		Time Allowed	of submission of tender
		Earnest Money	Date & time of opening of technical bids
1.	NIT No. 02 /CSC/DDA/2025-26 NOW: - M/o Chilla Sports Complex.	Rs. 8,04,503/-	08.09.2025 upto 3.00 PM
	SH: Removal of refuse Hort. Garbage/rubbish/malba at CSC.	365 Days	09.09.2025 upto 3:30 PM
		Rs. 16,090/-	

Tender documents can be obtained / downloaded on the e-tendering portal i.e. website https://eprocure.gov.in/eprocure/app or www.dda.org.in upto (last date of sale). Earnest Money Deposit Declaration" Performa (as attached on last page of NIT) duly signed by the bidder shall have to be uploaded by the tenderer in the E-Tendering system by the prescribed date.

Bidder/tenderer registered in Contractor's Registration Board (CRB) of DDA are required to pay the etendering annual charges as under:

S.No	Class of Contractor	Amount to be paid p.a. (GST as
		applicable)
1	Class-I	Rs. 20,000
2	Class-II	Rs. 16,000
3	Class-III	Rs. 14,000
4	Class-IV	Rs. 10,000
5	Class-V	Rs. 6,000

The bidder/tenderer who are not registered in DDA and wish to bid in DDA tender are required to pay annual charge of E-tendering of Rs. 20,000/-+ GST as applicable

The tender shall be submitted online in two parts, viz., technical bid and price bid

Technical Bid (First cover)

The Tenderers are required to furnish following documents in technical bid:-

- i. Scanned copy of Tender Acceptance Letter (To be given on Company Letter Head).
- ii. Scanned copy of Tender Application Form
- iii. Scanned copy of UTR of EMD Deposit.
- iv. Scanned copy of PAN No.
- v. Scanned copy of GST Registration.
- vi. Scanned copy of Proof of requisite fee deposited with Contractors Registration Board of DDA.
- vii. Scanned copy of Turnover Certificate duly certified by Chartered Accountant having valid UDIN.
- viii. Scanned copy of satisfactory completion certificates as per NIT.

Any tender found lacking with respect to the necessary information and/or documents and/or Earnest Money with the Technical bid will not be considered.

Financial Bid (second cover)

i) Schedule of Financial Bid in the form of BoO XXXXX.xls

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."

Note(2):- The intending tenderer should ensure before tendering in DDA that the requisite fee has been already deposited with CRB.

Note (3):- No Hard copy of any document will be required to be submitted by the tenderers till the opening of the tenders. Hard Copies of relevant documents will be required from the lowest tenderer only.

Note (4):- For terms and conditions, eligibility criteria of specialized work, the manner in which Earnest Money is to be deposited through RTGS mode 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 EE or M/s N.I.C. on email cppp-doe@nic.in or 0120-4001002, 0120-4001005, 0120-6277787 or send a mail over to – support-eproc@nic.in.

-Sd-

S.O. (Hort.)/CSC

Dated: 14.08.2025

DETAILS BELOW THIS LINE NOT TO BE PUBLISHED

No. F23(21)Hort./CSC/DDA/2021/525

Copy to:-

- 1. Commissioner (Sports), DDA
- 2. Director (System), DDA through e-mail for uploading on DDA Website.
- 3. AAO/CSC/DDA
- 4. Secy (Coordn), Sports Wing, DDA
- 5. The General Secretary, Delhi Contractor's Welfare Association (Regd.), 306, Masjid Moth, N.D.S.E., Part-II, New Delhi-110049.
- 6. All Secretary of DDA Sports Complexes for displaying on their Notice Boards.
- 7. SO(Hort)/CSC
- 8. Notice Board

TENDER APPLICATION FORM FOR REMOVAL OF REFUSE HORT. GARBAGE/RUBBISH/MALBA AT CSC

1.	Name of Applicant	_	Affix
	(in block letters)		Doggnost size
2.	Name of Firm/Company/ Agency	_	Passport size
	(in block letters)		photograph
3.	Name of Authorized Signatory of		
	firm/Company)		
4.	Father's/Husband Name		
	(in case of individual)		
5.	If firm, name of the partner (Please		
	upload attested copy of the		
	partnership deed)		
6.	If company, No. & Date of		
	Certificate of in-corporation & the		
	name of the Managing Director		
	(Please upload attested copy of		
7	certificate of incorporation).		
7.	Date of Birth/ Age		
8.	PAN no. issued by Income tax		
ο.	department (for Applicant &		
	Firm/Company/Agency)		
	Time company, ngoney,		
9.	GST No.		
	051 No.		
10	Full Address		
10			
	a) Residential (individual and of Mg. Partner/M.D. in case of		
	Firm/company & Tel. No.		_
	b) Business & Tel. No.		_
	c) Email ID		_
11	Particulars of similar works		
	undertaken during the last 5 years		_
	(proof must also be uploaded).		_
12	Earnest Money Deposit Declaration		

(Signature of Applicant with Rubber Stamp)

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

To,	Date:
Sub: 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 'Tende	r/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 co Page No to (including all documents like annexure(s) the contract agreement and I / we shall abide hereby by the terms / c), schedule(s), etc .), which form part of
3. The corrigendum(s) issued from time to time by your department into consideration, while submitting this acceptance letter.	organization too have also been taker
4. I / We hereby unconditionally accept the tender conditions of all corrigendum(s) in its totality / entirety.	ove mentioned tender document(s) /
5. In case any provisions of this tender are found violated, then your prejudice to any other right or remedy be at liberty to reject this te full said earnest money deposit absolutely.	

Yours Faithfully, (Signature of the Bidder, with Official Seal)

ITEM/PERCENTAGE RATE TENDER AND CONTRACT FORM

Name of Work : - M/o Chilla Sports Complex

SH : Removal of refuse Hort. Garbage/rubbish/malba at CSC

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

I/We hereby tender for the execution of the work specified for the DDA within the time specified in NIT, viz., schedule of quantities and in accordance in all respects.

We agree to keep the tender open for ninety (90) days from the date of opening of financial bid.

Earnest Money Deposit Declaration" Performa (as attached on last page of NIT) duly signed by the bidder shall have to be uploaded by the tenderer in the E-Tendering system by the prescribed date. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said DDA or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that DDA or its successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained in NIT.

Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re tendering process of the work.

I/we undertake and confirm that eligible work(s) has/have not executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in DDA in future forever. Also, if such a violation comes to the notice of the Department before the date of start of work the Commissioner(Sports) shall be free to forfeit the entire amount of earnest money deposit /performance guarantee."

I/we hereby declare that I/we shall treat the tender documents and other records connected with the work as secret/ confidential documents and shall not communicate information derived there from to any person other than a person to whom I/we am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Signature of witness Name:	Signature of contactor Name:
Address:	Address:
Occupation:	
	ACCEPTANCE
The above tender (as modified b me for and on behalf	y you as provided in the letters mentioned hereunder) is accepted by of the DDA for a sum of Rs (Rupees
The letters referred to below sha	all form part of this contract Agreement:
i)	
ii)	
iii)	
	For & on behalf of Delhi Development Authority
	Signature
	Designation: S.O.(HORT.)/CSC

DELHI DEVELOPMENT AUTHORITY CHILLA SPORTS COMPLEX

TENDER AND CONTRACT FOR

REMOVAL OF REFUSE HORT. GARBAGE/RUBBISH/MALBA AT CSC

GENERAL RULES & DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

- 1. All supplies/work proposed to be obtained by contract will be notified a form of invitation to tender posted in public places and signed by the Commissioner (Sports) or his duly authorized officer / official.
- 2. This form will state the supplies to be made, as well as the date for submitting and opening tenders and the time allowed for carrying out the work; also the amount of the earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentages, to be deducted from bills, Copies of the specifications and any other documents required in connection with the work, signed for the purpose of identification by the Commissioner (Sports) or his duly authorized officer / official shall also be open for inspection by the contractor in the office of the Secretary/CSC during office hours.
- 3. In the event of the tender being submitted by a firm, it must be signed separately by each member there or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of –attorney to be produced, with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.
- 4. Receipts for payment made to a firm, must also be signed by the several partners, except where contractors are described in their tender as a firm, in which case-the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.
- 5. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders which propose any alternation in the work specified in the said form of invitation to tender, or in the time allowed for carrying out he work, or which contain any other condition or any sort, will be liable to rejection. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

- 6. The Commissioner (Sports) or his duly authorized officer / official, will open tender in the presence of intending contractors who may be present at the time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest-money forwarded there-with shall there upon be given to the contractor who shall there upon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule 1. In the event of a tender being rejected, the earnest-money forwarded with such unaccepted tender shall thereupon be returned to the contractor making the same.
- 7. The Officer inviting tenders shall have the right of rejecting all or any of the tenders, and will not be bound to accept the lowest tender.
- 8. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment of payment to the Commissioner (Sports) or his duly authorized officer / official and the contractor shall be responsible for seeing that he procures a receipt signed by the Commissioner (Sports) or his duly authorized officer / official.

Performance Guarantee

- 9. The Contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period of 15 Days from the date of issue of letter of acceptance. This period can be further extended by the Commissioner (Sports) or his duly authorized officer / official up to a maximum period of 7 days on written request of the contractor stating the reasons for delay in procuring the performance Guarantee to the satisfaction of the Commissioner (Sports) or his duly authorized officer / official. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank or banker cheque of any scheduled bank/ Demand Draft of any scheduled bank/Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the DDA as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.
- 10. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion

- certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- 11. The Commissioner (Sports) or his duly authorized officer / official shall not make a claim under the performance guarantee except for amounts to which the DDA is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
- 12. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Commissioner (Sports) or his duly authorized officer / official may claim the full amount of the Performance Guarantee.
- 13. Failure by the contractor to pay DDA any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Commissioner (Sports) or his duly authorized officer / official.
- 14. In the event of the contract being determined or rescinded under provision of any of the Clause/ Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the DDA.

Recovery of Security Deposit

- 15. The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit DDA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the update amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by DDA by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the DDA as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.
- 16. All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by DDA on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or

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

- 17. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh. Security deposit will be refunded after six months of supply of material.
- 18. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in the tender, he shall apply in writing to the Concerned Secretary/SO(Hort)/CSC, who shall grant it in writing if reasonable ground be shown for it, and without such written authority of the Concerned Secretary/SO(Hort)/CSC, the contractor shall not claim exemption from the fine leviable.
- 19. The contractor shall give notice to the Concerned Secretary/SO(Hort)/CSC of his intension of making delivery of materials, and on the materials being approved, a receipt shall be granted to him by the Concerned Secretary/SO(Hort)/CSC, and no material will be considered as delivered until so approved.
- 20. On the completion of the delivery of materials, the contractor shall be furnished with a certificate to that effect by the Concerned Secretary/SO(Hort.)/CSC but the delivery will not be considered complete until the contractor shall have removed all rejected materials, and shall have the approved materials, and shall have the approved materials stacked or placed in such position as may be pointed out to him.
- 21. The security deposit of the contractor shall not be refunded after the ending of the three months after the time of certificate final or otherwise of completion or supply or till the final bill has been prepared and passed whichever is later.
- 22. If at any time after the commencement of the supplies the Delhi Development Authority shall, for any reason whatsoever not require the whole thereof as specified in the tender to be supplied, the Commissioner (Sports) or his duly authorized officer / official shall, in addition to his power annul the contract in case of default on the part of contractor, have power to terminate all liability of the Delhi Development Authority there under at any time after giving due notice in writing to the contractor of his desire to do so. In the event of such a notice being given:-
- 23. The Commissioner (Sports) or his duly authorized officer / official shall be entitled to direct the contractor to complete the supply of the materials which are ready for

- delivery up to date of the expiry of the notice and thereafter to cease their supply; all the articles or supplies received and accepted up to that date shall be paid for at the tender; and
- 24. The contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract, but which he did not obtain owing to its premature termination, or for any loss which he might have sustained on this account.
- 25. No payment shall be made for supplies estimated to cost less than rupees one thousand, till after the whole of the supplies shall have been completed and a certificate of completion given. But in the case of supplies estimated to cost more than rupees one thousand the contractor shall on submitting the bill-therefore be entitled to receive a monthly payment proportionate to the part thereof then approved and passed by the Concerned Secretary/ SO(Hort)/CSC whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor.
- 26. Payments due to the contractor may, if so desired by him, be made to his bank instead of direct to him, provided that the contractor furnishes to the Concerned Secretary/SO(Hort)/CSC (1) an authorization in the form of a legally valid document such as a power-of-attorney conferring authority on the bank to receive payment, and (2) his own acceptance of the correctness of the account made out as being due to him by Government or his signature on the bill or other claim preferred against Government before settlement by the Concerned Secretary/SO(Hort)/CSC of the account or claim by payment to the bank. While the Receipt given by such bank shall constitute a full and sufficient discharge for then payment, the contractor, should, wherever possible, present his bills duly receipted and discharged through his bankers.
- 27. The materials shall be of the best description and in strict accordance with the specification, and the contractor shall receive payment for such materials only as are approved and passed by the Concerned Secretary/SO(Hort)/CSC.
- 28. In the event of the material being considered by the Concerned Secretary/ SO(Hort)/CSC to be inferior to that described in the specification, the contractor shall, on demand in writing, forthwith remove the same at his own charge and cost, and in the event of his neglecting to do so within such period as may be mentioned by the Concerned Secretary/ SO(Hort)/CSC, that Officer may have such rejected material removed at the contractor's risk and expense, the expense incurred being liable to be deducted any sum due, or which may become due, to the contractor.
- 29. If the contractor or his work people or servants shall break, deface, injure or destroy any building, road, road curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grass land or cultivated ground contiguous to

place where the materials are being supplied, he shall make good the same at his own expense, and in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the Concerned Secretary/ SO(Hort)/CSC, who shall deduct the cost from any sums due, or which may become due, to the contractor.

- 30. The contractor shall supply at his own expense all tools, plant and implements required for the due fulfillment of his contract, and the material shall remain at his risk till the date for final delivery, unless it shall have been in the meantime removed for use by the Concerned Secretary/SO(Hort)/CSC.
- 31. No materials shall be brought to site or delivered on Sundays without the permission of the Concerned Secretary/SO(Hort)/CSC.
- 32. This contract shall not be sublet without the written permission, he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit, and shall have no claim for any compensation for any loss that may accure from the materials he may have collected or engagements entered into.
- 33. The contractor shall pay not less than fair wage to labourers engaged by him on the work.
- 34. Explanation- "Fair Wage" means wage whether for time or piece work notified at the time of inviting tenders for the work and where such wages have not been so notified that wages prescribed for the distraction which the work is done.
- 35. The contractor shall, notwithstanding the provision of any contract to the contrary, cause to be paid a fair wages to labourers indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labourers had been immediately employed by him.
- In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this Agreement the contractor shall comply with or cause to be complied with the Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period; deduction from wages, recovery of wages not paid and deductions authorisedly made maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical return and all other terms of employment, inspection and submission of periodical return and all other matter of a like nature.
- 37. The Commissioner (Sports) or his duly authorized officer / official shall have the right to deduct, from the money due to the contractor any sums required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the condition of the contract for benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the contract or non-observance of the Regulations under the provision of the

Minimum Wages Act,1948 and Minimum Wages(Central) Rules,1950, the contractor is bound to allow or cause to be allowed to the Labourers directly or indirectly employed in the works one day's rest of six days continuous work and pay wages at the same rates as for duty. In the event of default, the Commissioner (Sports) or his duly authorized officer / official shall have right to deduct sum or sums not paid on account of wages for weekly holidays to any labours, and pay the same to the persons entitled thereof, from any moneys due to the contractor.

- 38. Vis-à-vis the Central Government / Delhi Development Authority the contractor shall be primarily liable for all payments to be made under, and for the observance of the Regulations aforesaid without prejudice to his right to claim indemnity from his subcontractors.
- 39. The Regulations aforesaid shall be deemed to be a part of the contract and any breach thereof shall be deemed to be a breach of his contract.
- 40. In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall complied with all rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the DDA and its contractors.
- In respect of all labour directly or indirectly employed in the work for the performance of the contractor(s) part of this agreement, the contractor shall at his own expense arrange for the safety provision as per C.P.W.D. safety code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide for all facilities as aforesaid he shall be liable to pay a penalty of Rs.50/- for each default and in addition the Concerned Secretary/ SO(Hort)/CSC shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in, on that behalf from the contractor.
- 42. On the breach of any term or condition of this contractor, the said Delhi Development Authority shall be entitled to forfeit the security deposit, or the balance thereof, that may at that time remaining, and to realize and retain the same as damages and compensation for the breach, but without prejudice to the right of the said Delhi Development Authority to recover any further sum as damage from any sums due or which may become due to the contractor by Government or otherwise howsoever.
- 43. Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Commissioner (Sports) or his duly authorized officer / official on behalf of the Delhi Development Authority shall have the option of terminating the contract without compensation to the contractor.
- 44. Whenever any claim; against the contractor for the payment of a sum or money arises out or under the contract, Govt. shall be entitled to recover such sum by appropriating,

in part or whole, the security deposit of the contractor, and to sell any Government Promissory notes etc. forming the whole or such security. In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the contractor under this or any other contract with Govt. should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government / Delhi Development Authority on demand the balance remaining due.

- 45. Government / Delhi Development Authority shall have the right to cause an audit and technical examination of the work and the final bill of the contractor including all supporting vouchers, abstracts etc. to be made after payment of the final bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount of the overpayment and it shall be lawful for Government / Delhi Development Authority to recover the same from him in the manner prescribed in sub clause(1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.
- 46. Lowest bidder will provide the 1 year on site manufacturing warranty for all products.
- 47. PROVIDE that DDA shall not be entitled to recover any sum overpaid, nor the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the Commissioner (Sports) on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Commissioner (Sports).
- 48. Based on real time feedback of members and administrative staff of DDA, as and when a deficiency of service is noticed, the same will be intimated to the agency/contractor for rectification. In case there is no improvement / rectification within 24 hours of intimation proportionate deduction, as approved by the Competent Authority, shall be made from the agency/contractor.
- 49. The intending bidders are advised to upload only relevant documents for tender submission

S.O.(HORT.)/CSC

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

SCHEDULE OF QUANTITY

N.O.W.:- - M/o Chilla Sports Complex

S.H: Removal of refuse Hort. Garbage/rubbish/malba at CSC

S>No	Description of item	Qty	Unit	Rate	Amount
1	Disposal of Horticulture Garbage / Malba / unserviceable dismantled or waste material by mechanical transport including loading, unloading, transporting, unloading to approved municipal dumping ground for lead upto 10 km for all lifts, complete as per the direction of officer-in-charge	1956.00	Cum		
	Total				

-sd-

Secretary/CSC S.O.(Hort)/CSC

FORM OF PERFORMANCE GUARANTEE-BANK GUARANTEE BOND

1.	Government") having offered to accept the terms and conditions of the proposed
	agreement between and (hereinafter called "the said contractor(s)" for the work of
	(hereinafter called "The said agreement")
	having agreed to production of a irrevocable Bank Guarantee for
	Rs (Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in
	accordance with the terms and conditions in the said agreement.
	We (indicate the name of the bank)
	(hereinafter referred to as "the Bank) hereby undertake to pay to the Government
	an amount not exceeding Rs only) on
	demand by the Government.
2.	We (indicate the name of the bank) do hereby
	undertake to pay the amounts due and payable under this Guarantee without any
	demure, merely on a demand from the Government stating that the amount claimed
	is required to meet the recoveries due or likely to be due from the said contractor(s). 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 (Rupees
	only).
3.	We (indicate the name of the bank) the said
	bank further undertake to pay to the Government any money so demanded
	notwithstanding any dispute or disputes raised by the contractor(s) in any suit or
	proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
	The payment so made by us under this bond shall be a valid discharge of our liability
	for payment there under and the contractor(s) shall have no claim against us for
	making such payment.
4.	We (indicate the name of the bank) further
	agree that the guarantee herein contained shall remain in full force and effect during
	the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the government under or by
	virtue of the said agreement have been fully paid and its claims satisfied or
	discharged or till Commissioner (Sports) on behalf of the Government certified that
	the terms and condition of the said agreement have been fully and properly carried
	out by the said contractor (s) and accordingly discharges this guarantee.
5.	We (indicate the name of the bank)
	further agree with the Government that the government shall have the fullest liberty
	without our consent and without effecting in any manner our obligations hereunder
	to vary any of the terms and conditions of the said agreement or to extend time of
	performance by the said contractor(s) form time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the
	said contractor(s) and to for bear 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(s) or for any
	forbearance, act of omission on the part of the Government or any indulgence by the

so relieving us. 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s). _____ (indicate the name of the bank) 7. We lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing. This guarantee shall be valid up to _____ unless extended on demand by Government. Notwithstanding anything mentioned above, our liability 8. against this guarantee is restricted to Rs. _____ (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated __ the day of _____ for (Indicate the name of Bank)

Government to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of

Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app

- 1) Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-Procurement/e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrolment in the e-Procurement site using the "Online Bidder Enrolment" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrolment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 5) The CSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) Bidders registered in Contractor's Registration Board(CRB) of DDA are required to pay the e-tendering annual charges as under:

S.No	Class of Contractor	Amount to be paid
		p.a. (GST as
		applicable)
1	Class-I	Rs. 20,000
2	Class-II	Rs. 16,000
3	Class-III	Rs. 14,000
4	Class-IV	Rs. 10,000
5	Class-V	Rs. 6,000

The other Contractors not listed with DDA will deposit Rs. 20,000/- +GST as applicable per year in CRB to upload their tender on-line.

In case any contractor fails to make payment by the stipulated date, the concerned contractor will not be eligible for tendering.

- 8) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 9) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 10) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the e-Token/Smartcard to access CSC.
- 11) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the 'my tenders' folder.
- 12) From my tender folder, he selects the tender to view all the details indicated.
- 13) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 14) 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/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through rar and the same can be uploaded, if permitted. However of the file size is less than 1 MB the transaction uploading time will be very fast.
- 15) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
- 16) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

- 17) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender or as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 18) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 19) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 20) The details of payments made through RTGS/NEFT should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable or liable for rejection.
- 21) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using CSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 22) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- 23) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template must not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- 24) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
- 25) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 26) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all Actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- 27) All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 28) 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 openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 29) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 31) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4001002, 0120-4001005, 0120-6277787 or send a mail over to support-eproc@nic.in.
