DELHI DEVELOPMENT AUTHORITY

NIT No: 05/RSC-33/DDA/2026-27

Name of work: - Maintenance of Rohini Sports Complex Sector - 33, DDA

Sub Head: - Providing of 13 Nos. Beldar (Un-skilled) for Hort. work at RSC-33/DDA.

Estimated Cost	:	Rs. **33,54,312**/-
Earnest Money	:	Rs. **67,086**/-
Time Allowed	:	**12 months**

The NIT amounting to Rs**.** 33,54,312/**-** containing pages **1** to **42** is hereby approved.

A_____
C_____
CS_____
OW_____
D_____

SO (HORT.)/RSC-33

SECRETARY/RSC-33

DELHI DEVELOPMENT AUTHORITY
ROHINI SPORTS COMPLEX SECTOR - 33
BEGUMPUR EXTENTION, DELHI-110099

NIT NO. 05/RSC-33/DDA/2026-27

Online tenders are invited through e-tendering mode on behalf of Chairman, Delhi Development Authority, for the following work from eligible agencies/ firm fulfilling eligibility criteria. **The bid not uploaded in accordance with the prescribed manner will not be accounted for at all**.

S. No.	NIT No. & Name of work	Estimated Cost / Earnest Money / Time Allowed	I. Last date and time of submission of tender / II. Time and date of Technical opening of tender
1.	NIT NO: 05/RSC-33/DDA/2026-27 **Name of work: - Maintenance of Rohini Sports Complex Sector - 33, DDA** **Sub Head: - Providing of 13 Nos. Beldar (Un-skilled) for Hort. work at RSC-33/DDA.**	Rs. 33,54,312/- Rs. 67,086/- 12 Months	I. 09/11/2026 Up to 03.00 PM II. 10/11/2026 at 03.30 PM

Eligibility Criteria: - Only those agencies/ Firms having successfully completed similar works in following manner during last seven years ending last day of the month previous to the month in which tenders are invited, in Government Department or Public Sector Undertaking shall be eligible to apply: -

Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender,

OR

Two similar completed works costing each not less than the amount equal to 60% of the estimated cost put to tender,

OR

One similar completed work of aggregate cost not less than the amount 80% of estimated cost put to tender.

The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% calculated from date of completion of work to last date of receipt of application for the tenders.

Turnover: -The agency should have average annual financial turnover of at least **30%** of the estimated cost put to tender during the immediate last three consecutive financial years. The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figures at simple rate of 7% per annum.

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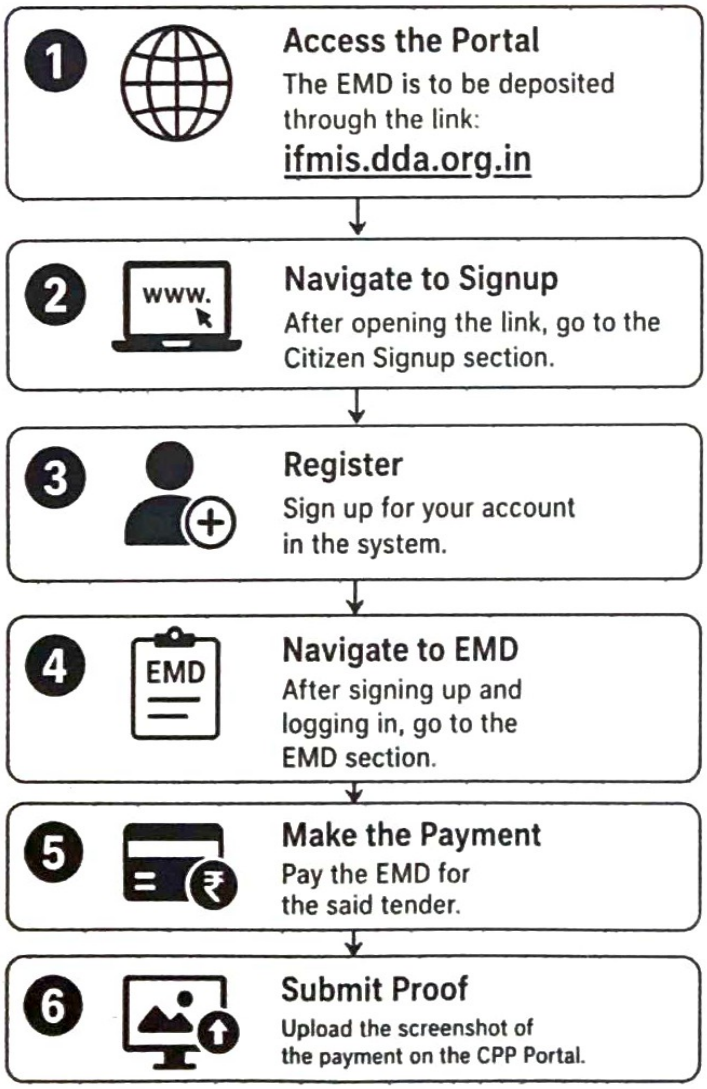
Profit /loss: - The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during last five consecutive years balance sheets (standalone financial statement), duly certified and audited by the Chartered Accountant.

Net worth Certificate: - The agency should submit Networth Certificate of minimum 10% of the estimated cost put to tender issued by the certified Chartered Accountant having valid UDIN in **Form B-1 (Annexure – B).**

Tender documents can be obtained / downloaded from the e-tendering portal, i.e., **website https://eprocure.gov.in/eprocure/apporwww.dda.org.in up to 09.11.2026 at 03:00 PM (last date of sale)**. Earnest money amounting to **Rs. 67,086/-** shall be deposited through **IFMIS portal.** The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in the E-Tendering system by the prescribed date. The DDOs concerned will get earnest money verified from their banks based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.

EMD DEPOSIT PROCESS FOR ROHINI SPORTS COMPLEX SECTOR-33



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The fees structure for one year of e-tendering are as under

A. **For DDA Registered Contractors:** (Valid for one year from the date of deposit)

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

The e-tendering fees for contractors/consultants who are not registered with DDA, the fees structure for one year will be as under— (vide letter no. F4.(8)/72/Misc./Secy./CRB/DDA/e-file- 66681/162 dated 24-04-2024 issued by Secretary (CRB) DDA.

B. **For non-DDA Registered Contractors and specialized works:** (Valid for one year from the date of deposit)

S.No.	Work Costing	e-Tendering Fee	GST 18%	Net Payable
1.	Up to Rs.15.00 Lacs	Rs. 6,000/-	Rs. 1,080/-	Rs. 7,080/-
2.	Above Rs.15.00 Lacs to 20.00 Crores	Rs. 20,000/-	Rs. 3,600/-	Rs. 23,600/-
3.	Above Rs.20.00 Crores	Rs. 50,000/-	Rs. 9,000/-	Rs. 59,000/-

Requisite e-tendering fee 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 letterhead 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, 1 st Floor, Vikas Minar, DDA, IP Estate, New Delhi-110 001 in duplicate and acknowledge stamped copy of the letter shall be uploaded with the tender as proof. The tendering/processing fee can also be deposited through RTGS in favour of P.A.O., E/W/ DDA Vikas Minar with G.S.T. Number.

The account details of CRB/DDA is: PAO/EW/DDA, Central Bank of India, Vikas Minar, New Delhi; A/C No.: 1075843312; IFSC Code: CBIN0281467.

The tender shall be submitted online.

The Tenderers are required to furnish following documents: -

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 Earnest Money deposited through **IFMIS Portal https://ifmis.dda.org.in**
iv. Scanned copy of Permanent Account Number (PAN).
v. Scanned copy of GST registration and latest return filed.
vi. Scanned copy of ESI, EPF Registration.
vii. Scanned copy of Proof of requisite E-tendering fee deposited with Contractors Registration Board of DDA.
viii. Scanned copy of Turnover Certificate duly certified by Charted Accountant having valid UDIN.
ix. Scanned copy of completion certificate showing similar works completed during the last seven years in Government Department or Public Sector Undertaking.
x. Scanned copy of Networth certificate w.r.t. latest audited balance sheet of minimum 10% of the estimated cost put to tender issued by certified Chartered Accountant in Form B-1 (Annexure – B) having valid UDIN.
xi. Scanned copy of undertaking on a non-judicial stamp paper of Rs. 100/- that
    a. Agency is not blacklisted or debarred by any Govt. Central / State department/PSU / Autonomous body

and

b. The agency will make payments to its staff as per minimum rates of wages as applicable in GNCTD /Government of India, whichever is higher.

xii. Scanned copy of undertaking on a non-judicial stamp paper of Rs. 100/- regarding ESI and EPF as per clause of NIT.

xiii. Scanned copy of profit /loss account of the agency during the las t five financial years ending **31st March 2025**

xiv. Letter of Integrity Pact.

xv. Any other document required as per clauses of NIT.

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

i) Schedule of Quantity in the form of BoQ.

Note (1):-The bidder will use one UTR (Unique Transaction Reference) 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, cost of tender, etc., are to be deposited through **IFMIS portal** mode and other information/instructions, please visit DDA's website https://eprocure.gov.in/ eprocure/app or www.dda.gov.in For any assistance on e-tendering please contact concerned Resident Engineer or M/s N.I.C. on email cppp-nic@nic.in or 24 X 7 helpline number 1800-3070-2232.

-SD-

SO (HORT.) / RSC-33

Delhi Development Authority

A_____
C_____
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OW_____
D_____

DETAILS BELOW THIS LINE NOT TO BE PUBLISHED

No. SP/RC33/0020/2026/F1/-O/o SECRETARY (RSC)/35 Date:- 19.10.2026

Copy to: -

1. Commissioner (Sports), DDA
2. Commissioner (Systems), DDA - through e-mail for uploading on DDA website.
3. Dy. CAO (Sports)/CAU, DDA
4. Secy. (Coordn), Sports Wing, DDA
5. Sect. DDA Contractor's Welfare Association Vikas Minar, I.P. Estate, New Delhi.
6. Sect. DDA Builders's Association, E-18, Vikas Kutir, New Delhi.
7. The General Secretary, Delhi Contractor's Welfare Association (Regd.), 306, Masjid Moth, N.D.S.E., Part-II, New Delhi-110049.
8. All Secretaries of DDA Sports Complexes and Golf Courses for displaying on their Notice Boards.
9. Notice Board.

-SD-

SO (HORT.) / RSC-33

A_____
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CS_____
OW_____
D_____

TENDER APPLICATION FORM FOR PROVIDING OF 13 NOS. BELDAR (UN-SKILLED) FOR HORT. WORK AT RSC-33/DDA.

NAME OF WORK: - MAINTENANCE OF ROHINI SPORTS COMPLEX SECTOR - 33, DDA
SUB HEAD: PROVIDING OF 13 NOS. BELDAR (UN-SKILLED) FOR HORT. WORK AT RSC-33/DDA.

Affix Passport size photograph of the tenderer (or his authorized representative)

1. Name of Applicant (in block letters) _____
2. Name of Firm/Company/ Agency (in block letters) _____
3. Name of Authorized Signatory of firm/Company) (Please also upload Board resolution in case of 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 certificate of incorporation) _____
7. Date of Birth/ age _____
8. PAN No. issued by Income Tax Department (for applicant & firm/Company/agency) _____
9. Provident Fund Account No. _____
10. ESI No. _____
11. GST No. _____

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OW_____
D_____

SO (HORT.)/RSC-33

SECRETARY/RSC-33

12 Full Address

a) Residential (individual and of Mg. Partner/M.D. in case of Firm/company & Tel. No. _____

b) Business & Tel. No. _____

c) Email ID _____

13 Particulars of similar works completed during the last 7 years (proof must also be uploaded). _____

14 Amount deposited on account of Earnest money amounting to **Rs. 67,086/-** **through IFMIS portal.**

(Signature of Applicant with Rubber Stamp)

A_____
C_____
CS_____
OW_____
D_____

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

Date:

To,

_____,
_____,
_____,
_____

Sub: Acceptance of Terms & Conditions of Tender.

Name of Work: Maintenance of Rohini Sports Complex Sector - 33, DDA
S.H: Providing of 13 Nos. Beldar (Un-skilled) for Hort. work at RSC-33/DDA.
Dear Sir,

1. **I/ We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(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 document 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/ organizations too have also been taken into consideration, while submitting this acceptance letter.**
4. **I / We hereby unconditionally accept the tender conditions of the 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_____
CS_____
OW_____
D_____

SO (HORT.)/RSC-33

SECRETARY/RSC-33

INTEGRITY PACT

To

……..

……..

……...

N.I.T. No: 05/RSC-33/DDA/2026-27

Name of Work: Maintenance of Rohini Sports Complex Sector - 33, DDA
S.H: Providing of 13 Nos. Beldar (Un-skilled) for Hort. work at RSC-33/DDA.

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

-SD-

SO (HORT.) / RSC-33

A_____
C_____
CS_____
OW_____
D_____

INTEGRITY PACT

To

_____,
_____,
_____,
_____

Sub: Submission of Tender.

Name of Work: **Maintenance of Rohini Sports Complex Sector - 33, DDA**
S.H: Providing of 13 Nos. Beldar (Un-skilled) for Hort. work at RSC-33/DDA.

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 is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

A_____
C_____
CS_____
OW_____
D_____

INTEGRITY PACT

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

INTEGRITY AGREEMENT

This Integrity Agreement is made on……on this……day of……20……

BETWEEN

Delhi Development Authority, a statutory authority constituted under section 3 of the Delhi Development Act, 1957 represented through AD/RE/AE/JE_____ (Address of Sports Complex / golf course) _____(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 Maintenance of Rohini Sports Complex Sector - 33 / Golf Course, DDA

S.H: Providing of 13 Nos. Beldar (Un-skilled) for Hort. work at RSC-33/DDA.

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 Contract between the parties.

NOW, THERFORE, 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

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

a. 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.

b. 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.

c. The Principal/owner shall Endeavour to exclude from the Tender Process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains 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)

1. 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.
2. 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.

a. 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.

b. 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.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) shall 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.

d. 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 contractor/service provider, he shall not be allowed to quote on behalf of another contractor/service provider along with the first contractor/service provider in a subsequent/parallel tender for the same item.

e. 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.

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

ii) 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.

iii) 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).

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:

1. 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 30 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.

2. **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.

3. **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:

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

2. 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.

3. 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.

<u>Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors:</u>

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors 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.

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

3. 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:

1. This Pact begins when both the parties have legally signed it. It expires for the Contractor/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.
2. 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:

1. This Pact is subject to Indian Law, and jurisdiction at New Delhi in general and place of performance communicated by the Principal/Owner.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If 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.
4. 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.
5. 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/ Contract 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. …….

A_____
C_____
CS_____
OW_____
D_____

(Signature, name and address)

2. ……..

(Signature, name and address)

Place:

Dated:-

A_____
C_____
CS_____
OW_____
D_____

PERCENTAGE RATE TENDER AND CONTRACT FORM

Name of Work: Maintenance of Rohini Sports Complex Sector – 33, DDA
S.H: Providing of 13 Nos. Beldar (Un-skilled) for Hort. work at RSC-33/DDA.

i) To be submitted through E-Tendering up to 03.00 PM on 09/11/2026
ii) **Opening of Bid: -** To be opened through E-Tendering on 10/11/2026 at 03:30 PM.

T E N D E R

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 Seventy Five (75) days from the end of the last date of receipt of technical Bid

A sum of **Rs. 67,086** /- is hereby forwarded through **IFMIS portal** 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 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 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 got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of the Department, then I/we shall be debarred for tendering in DDA in future for ever. Also, if such a violation comes to the notice of the Department before the date of start of work the Commissioner (Sports) 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	Signature of contactor
Name:	Name:
Address:	Address:
Occupation:	

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SO (HORT.)/RSC-33

SECRETARY/RSC-33

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 `…**……**(Rupees_____
_____ __)

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

i)

ii)

iii)

For & on behalf of Delhi Development Authority

-SD-

Signature

SO (HORT.) / RSC-33

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DELHI DEVELOPMENT AUTHORITY

TERMS AND CONDITIONS

Name of Work: Maintenance of Rohini Sports Complex Sector – 33, DDA
S.H: Providing of 13 Nos. Beldar (Un-skilled) for Hort. work at RSC-33/DDA.

TENDERING

1. Any person, legally competent to contract may tender for award of contract for the above said work.

i. **He/She/It should have valid ESI, EPF No., Permanent Account No., GST No**.

ii. DDA, may in its discretion, accept any tender or reject any or all the tenders, without assigning any reason. It may also amend any of the terms of the tender with prior intimation to the bidders.

(Proof of all required documents is to be attached with the tender documents).

2. Before submitting the tender, the tenderer may inspect the site and satisfy himself / herself about its location, area and assess business prospects and it shall be presumed that the tender is being given after the necessary assessment and satisfaction. On acceptance of the bid and assignment of the job, no claim of any nature on account of condition of location, vegetation, nature of construction, accessibility, lack of basic amenities shall be entertained.
3. Only those agencies/ Firm/ Person having successfully completed following works during last seven years ending last day of the month previous to the month in which tenders are invited in Government Deptt. or public sector undertaking shall be eligible to apply: -

   Three similar completed works each costing not less than the amount equal to 40% of the estimated cost put to tender,

   OR

   Two similar completed works costing each not less than the amount equal to 60% of the estimated cost put to tender,

   OR

   One similar completed work of aggregate cost not less than the amount 80% of estimated cost put to tender).

   The value of executed work shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% calculated from date of completion of work to last date of receipt of application for the tenders.

   For horticulture works **Similar nature means** "satisfactory completion certificates for each type of category of work, as per staff category mentioned in SOQ/BOQ, in works of Horticulture activities like plantation, landscaping related to horticulture, grassing and other horticulture related works including maintenance works carried out with DDA, Central/state departments, Central/State Autonomous bodies/City Development Authority/

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Municipal Corporation of city formed under any Act by Central/State published in any Central/State Gazette."

For all other works except horticulture works, **Similar Nature** means "satisfactory completion certificates for each type of category of work, as per staff category mentioned in SOQ/BOQ".

Turnover: -

The agency should have average annual financial turnover of atleast **30%** of the estimated cost put to tender during the immediate last three consecutive financial years. The value of annual turnover figures shall be brought to the current value by enhancing the actual turnover figures at simple rate of 7% per annum.

Profit /loss: -

The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during last five consecutive years balance sheets (standalone financial statement), duly certified and audited by the Chartered Accountant.

Net worth Certificate: -

The agency should submit Networth Certificate of minimum 10% of the estimated cost put to tender issued by the certified Chartered Accountant having valid UDIN in Form B-1 (Annexure – B).

4. The bidder shall furnish a valid GST Registration Certificate along with a copy of the GSTR-3B return filed for the latest month. A proof thereof should be uploaded with the Bid
5. The agency shall execute an agreement on non- judicial stamp paper worth Rs 100 and shall bear all expenses in connection with execution thereof within 7 days from the date of issue of award letter. The format of the agreement shall be obtained by the bidder and no change of any nature shall be effected in the same.
6. In case the lowest tendered percentage (upto 2 points after decimal) of two or more contractors is same, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of concerned S.O./A.D. (Hort.)/RE/AE/JE, DDA, (in charge of that work), Secretary of the complex and AAO of the sports complex. **Videography will be done by** S.O./A.D. (Hort.)/RE/AE/JE, DDA **for draw of lots which will be preserved for 6 months from the date of the draw.**
7. The tender shall remain valid for a period of 75 days from the end of the last date of receipt of technical Bid. If any tenderer withdraws his tender the following actions can be taken as per merit.

S. No.	Case of withdrawal of offer	Action to be taken
1.	If the tenderer withdraws his tender or makes any modification which is not acceptable to the department within 7days after last date of submission of bids.	The DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said Earnest money as aforesaid, irrespective of the letter of acceptance for the work is issued or not. Further the tenderer shall not be allowed to participate in the re tendering process of the work.
2.	If the contractor withdraws his offer or makes any modification which is not acceptable to the department after expiry of 7 days after the last date of submission of tenders.	The DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said Earnest money as aforesaid, irrespective of the letter of acceptance for the work is issued or not.

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3.	If the contractor withdraws his offer immediately after the award of work and taking over possession of site.	It is deemed that the contractor has entered into Agreement and action will be taken to penalize the contractor, for not completing the work within the stipulated period. It will be deemed that he has abandoned the site after taking over its possession from the Officer- in- charge. For taking action, the only documentary proof required will be the document showing signature of the contractor or his authorized representative for taking over the possession of site. It is further clarified that action against the agency will also be taken even though the contractor fails to sign the agreement on Rs.100/- non-judicial stamp paper and does not start work from the tenth day after date on which the order to commence the work is issued to the contractor. The date of start of the work will be considered as date of taking over possession of site.

7. (a) Performance Guarantee

i) The Contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within a period of 7 days from the date of issue of letter of acceptance. This period can be further extended by the Commissioner (Sports), DDA up to a maximum period of 7 days on written request of the contractor stating the reasons for delay in procuring the Performance Guarantee to the satisfaction of the Commissioner (Sports), DDA. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank or banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any scheduled bank or the State Bank of India. 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. Appended herewith.

ii) The Commissioner (Sports) may direct forfeiture of the Performance Guarantee in the event of breach of any of the clauses as contained in the agreement.

iii) The Performance Guarantee shall be valid up to the stipulated date of completion of contract plus 60 days beyond that. 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.

iv) The Commissioner (Sports), DDA shall not make a claim under the Performance Guarantee except for amounts to which the DDA is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

a. Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Commissioner (Sports), DDA may claim the full amount of the Performance Guarantee.

b. Failure by the contractor to pay DDA any amount due, either as agreed by the contractor or determined under any of the Clauses/ Conditions of the agreement, within 30 days of the service of notice to this effect by Commissioner (Sports), DDA.

v) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement by Commissioner (Sports), the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the DDA.

vi) EMD shall be refunded to the L-1 agency after submission of required PG.

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(b) Recovery of Security Deposit

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit DDA at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Earnest money shall be adjusted first in the security deposit and further recovery of security deposit shall commence only when the update amount of security deposit starts exceeding the earnest money. Such deductions will be made and held by DDA by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in the form of cash or in the form of Government Securities or Fixed Deposit Receipts. In case a Fixed Deposit Receipt of any Bank is furnished by the contractor to the DDA as part of the security deposit and the Bank is unable to make payment against the said Fixed Deposit Receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.

All compensations or sums of money payable by the contractor under the terms of this contract may be deducted from 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.

The security deposit as deducted above can be released against bank guarantee or FDR issued by a scheduled bank, on its accumulation to a minimum of Rs.5 lakh subject to the condition that amount of such bank guarantee/FDR, except last one, shall not be less than Rs. 5 lakh. The bank guarantee/FDR so submitted shall be valid upto 90 days after completion of work. If the work is extended on EOT, then such bank guarantee/FDR will have to be extended by new date of completion plus 90 days.
Note-1: Government papers tendered as security will be taken at 2.50% below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Officer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld, if necessary. Note-2: Government Securities will include all forms of Securities mentioned in rule No.274 of the G.F. Rules, except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security.

(c) Refund of Security Deposit

Release of Security Deposit of the work shall not be refunded till the contractor produces a clearance certificate after labour certificate from the Labour Officer. As soon as the work is virtually complete the contractor shall apply for the clearance certificate to the Labour Officer under intimation to the Engineer-in-Charge. The Engineer-in-Charge, on receipt of the said communication, shall write to the Labour Officer to intimate if any complaint is pending against the contractor in respect of the work. If no complaint is pending, on record till 3 months after completion of the work and/or no communication is received from the Labour Officer to this effect till six months after the date of completion, it will be deemed to have received the clearance certificate and the Security Deposit will be released if otherwise due.

8. GST shall be reimbursed to the agency after production of valid proof of payment which are as follows:
    a) GSTR-1 showing individual invoice wise entries.
    b) GSTR-3B.
    c) Challan generated for the respective bills.
    d) Invoice raised against respective bill payment.
    e) Affidavit signed by notary.

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NOTE: GST WILL ONLY BE REIMBURSED WHEN IT IS FILED UNDER B2B.

9. The tenderers/ contractors hereby acknowledge, having read and understood various statutory provisions as amended up to date, including but not limited to Minimum Wages Act,1948, Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund And Miscellaneous Provision Act, 1952 along with EPF Scheme, Payment of Bonus Act,1965, Employer's Liability Act, 1938, Employees State Insurance Act, Workman's Compensation Act, 1923; Payment of Wages Act, 1936 Employment of Children Act, 1938, Maternity Benefit Act and/ or any other Rules/ Regulations and/ or Statutes that may be applicable to them and undertake to ensure compliance of all the statutory provisions of the aforesaid statutes for the time being in force governing the employer employee relationship between the tenderers/contractors on one hand and their employees on the other hand . The parties hereto have clearly understood and acknowledge that DDA shall not be liable in any manner under any circumstance for non-compliance of the aforesaid statutory provisions, or otherwise and the tenderers/ contractors shall be exclusively responsible and liable for all the consequences for compliance of the aforesaid statutory provisions and other relevant provisions governing tenderers/ contractors and his / their employees and there shall be no obligation of DDA and shall not have any privy with the employees of the tenderers/ contractors for endorsement of the aforesaid statutes or otherwise. Proof of compliance of statutory provisions is to be submitted by the Agency/Firm/Contractor whenever demanded.

10. If any information furnished by contractors is found to be incorrect at any time, the contract is liable to be terminated without any notice and the **performance guarantee / security deposit** is liable to be forfeited by the S.O./A.D. (Hort.)/RE/AE/JE, DDA.
11. A complete list of the all personnel, engaged by the contractor for deployment at site shall be furnished by the contractor to the department along with the complete address and other antecedents of the staff at the time of first deployment after award or at any time when existing manpower are replaced/ substituted (with the approval of the Secretary of the sports complex/golf course) or new manpower deployed. Although the responsibility about the character and conduct of the staff deployed by the agency is that of the agency alone, yet antecedents of the staff deployed by the agency, are required to be got verified from the Delhi Police. The contractor will be solely responsible for the same.
12. The workers proposed to be deployed by the contractor for providing services envisaged hereunder shall be subject to the screening by the Secretary of the sports complex/golf course. DDA to ascertain their antecedents, suitability and skills. The contractor, before deployment of the employees, shall furnish their complete credentials to Secretary of the sports complex/golf course, DDA to obtain his/her approval. DDA reserves the right to accept or reject the worker, if considered necessary, before giving such approval.
13. **Payment of Running Bills:**

a) The payment of monthly contracted amount shall be made by DDA on receipt of bill duly supported by attendance records of the personnel deployed by Agency. The bill should be submitted by the contractor by 10t h of every month following the month of payment by the agency who shall disburse the amount of monthly payment to its engaged employees and make the payment through ECS or transfer the wages directly to the employee's personal account on due authorization of the employee as provided in Section 6 of the Payment of Wages Act, 1936. Minimum wages as per GNCTD or GoI, as applicable under statutory labour laws/Act, shall be paid. The wages shall be paid by 7th of every month, **irrespective of bills being paid by DDA or not, as provided in Section 6 of the Payment of Wages Act, 1936**. The agency is the employer of persons engaged for that purpose and Delhi Development Authority has no concern with the employees of the agency/contractor.

b) Bio-metric attendance is compulsory for all manpower deployed at site and all attendances shall be registered accordingly. If, under extreme circumstances where the bio-metric attendance machine is not possible to install or not in working condition temporarily, then the attendance register will be maintained by the agency/contractor, which will be verified on daily basis by the concerned S.O./A.D. (Hort.)/RE/AE/JE, DDA depicting the shortfall at site on daily basis. The payment of the manpower shall be made on the basis of the bio-metric attendance/attendance register only.

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c) All log-in and operational rights of the bio-metric machine shall vest with concerned S.O./A.D. (Hort.)/RE/AE/JE, DDA. They will keep and maintain the passwords and generate attendances. Contractor shall have no right in operating the installed bio-metric machines. If it is established that the bio – metric machines are damaged due to mis-handling by any staff of contractor, then the machine will be replaced/repaired by the contractor within two days. Further delay shall lead to delay in release of running account payments until repair and replacement is done. During the time bio-metric machines are inoperable, manual attendance shall be maintained on registers and they should be signed daily by the concerned SO./A.D. (Hort.)/RE/AE/JE, DDA. No running payment shall be released in absence of either bio-metric report or daily attendances (as applicable) duly signed by the concerned S.O./A.D. (Hort.)/RE/AE/JE, DDA.

d) The contractor will have to furnish a certificate **along with each bill** that payment to labour /personnel has been made in accordance with the rates circulated by Delhi Government or Central Government as applicable during the period of claim.

e) Running account payment shall only be released by the concerned S.O./A.D. (Hort.)/RE/AE/JE, DDA on submission of self-certified bank statement by the agency showing electronic transfer of wages to each and every employee. The wages shall be computed on the basis of bio-metric attendance sheet, duly certified by concerned S.O./A.D. (Hort.)/RE/AE/JE, DDA and the Secretary of the sports complex/golf course. It would be ensured by the concerned S.O./A.D. (Hort.)/RE/AE/JE, DDA, that RA payment will be released subject to this bank statement and bio-metric attendances. If contractor underpays any wages, then only the actual payment released to labour will be paid and rest of the amount will be withheld. The contractor will have to pay remaining wages within 2 days of receiving the intimation by concerned S.O./A.D. (Hort.)/RE/AE/JE, DDA. Failing to do so shall invoke penalty clauses along with penal action as permitted under any statute/law.

f) The payment to the worker deployed shall be made through an escrow account opened in the name of the agency at the beginning of the contract. For the purpose, a tripartite agreement shall be entered in to between DDA, agency and the concerned bank selected by the agency. Upon satisfactory completion of work for a particular duration based on due verification of attendance and bills submitted, DDA shall provide the list of various employees and amount to be credited in to the account of each employee, and the service charge due to the agency to concerned bank. Once the entire amount is deposited in to the said escrow account, the bank shall transfer it in to respective accounts, as per the mandate provided by the DDA.

14. The DDA reserves the right to ask contractor to remove any of his employees if the NIT requirements are not fulfilled. The Secretary of the sports complex/golf course shall be at liberty to object to and require the contractor to remove from the works any person who in his/her opinion misconducts himself / herself, or is incompetent or negligent in the performance of his / her duties or whose employment is otherwise considered by the S.O./A.D. (Hort.)/RE/AE/JE, DDA to be undesirable. Such person shall not be employed again at works site without the written permission of the concerned S.O./A.D. (Hort.)/RE/AE/JE, DDA and Secretary of the sports complex / golf course that initially removed the person and the persons so removed shall be replaced as soon as possible by competent substitutes
15. The personnel employed by the Agency shall not have any claim for absorption in the services of the Delhi Development Authority and in no case the said personnel shall be deemed to be employees of the Delhi Development Authority and shall remain the employees of the Agency for all purposes whatsoever.
16. **The Labour license under the provision of Contract Labour (Regulation and Abolition) Act, 1970, will be obtained on the prescribed Proforma by the contractor from the office of the concerned Regional Labour Commissioner within one (01) month after the date of award of work by DDA. A certified copy of labour license should be made available to DDA by the contractor within one (01) month time.**
17. **No running bill shall be paid for the work till the applicable labour licenses under the provision of Contract Labour (Regulation and Abolition) Act, 1970, registration with EPFO, ESIC and BOCW Welfare Board, wherever applicable, is submitted by the contractor to the S.O./A.D. (Hort.)/RE/AE/JE, DDA.**

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18. The agency shall ensure providing complete manpower services as stipulated in the NIT. The manpower services will be provided as mentioned in SOQ/BOQ throughout the period of contract.
19. The personnel deployed by the agency shall attend duty in proper uniform/ dress/official attire. Some jobs, as listed in the annexure would require proper uniform which shall be provided by the firm. The list of jobs that require proper uniform can be referred at **Annexure F.** The pattern and color of the uniform provided by the agency shall be approved by the S.O./A.D. (Hort.)/RE/AE/JE, DDA. The agency shall ensure that the uniform provided to the personnel is kept neat and clean and properly pressed, boots duly polished and a beret cap is donned. Each personnel shall carry his photo I-Card issued by the agency, which shall be properly pinned on the shirt. The card should display their name, father's name, address, date of birth, name of the agency with address and telephone number at site. No manpower will be allowed to enter the site without identity card. Any of deployed personnel, that mandatorily require uniform, if found without uniform, shall be deemed absent and necessary deduction shall be made out of dues of the agency.
20. The agency personnel shall be available at all times at their places of duty as per the roster and they shall not leave their places of duty without prior permission of the Secretary of the sports complex / golf course. The agency shall provide immediate replacement of any person who is not available for duty at the place of posting. Any additional staff, which may be required for strengthening of manpower services of the premises, shall be made available by the agency. The S.O./A.D. (Hort.)/RE/AE/JE, DDA.) shall have right to increase/decrease the number of personnel and such directions shall be binding on the agency. The payment shall be made to agency as per actual attendance of the personnel subject to agreement quantity and approved deviation.
21. The agency shall furnish a certificate to the effect every month that all benefits to employees., wages, bonus, PF, ESI, etc., as per the provisions of law applicable under Minimum Wages Act of NCT Delhi/GoI have been complied with.
22. The agency shall within ten days from the date of issue of award letter and before actual deployment of personnel, submit structural plan for the required deployment in respect of each premises / areas, which shall be approved by the Secretary of the Sports Complex/Golf Course.
23. The overall control and supervision of the personnel deployed by the agency at DDA's premises shall remain vested with the DDA whose officials shall from time to time inspect or change the deployment of manpower. Persistent failure to implement the instructions on more than three occasions will render the contract liable to be terminated without prior notice. Decision of Secretary in this regard shall be final & binding. Any instructions/orders to the deployed personnel shall be deemed to have been issued to the agency: -

a) The agency shall ensure that no un-authorized occupation of any kind takes place in the premises of the sports complex / golf course.
b) The agency shall be responsible for total safety & life of manpower and property belonging to DDA and shall not cause or permit to cause any damages, theft of DDA's property/premises, etc. Any loss/damage, trespassing, unauthorized construction, encroachment, incidents like riots, etc, if found due to it/its deployed staff negligence, shall be borne and paid by the agency. The decision of the S.O./A.D. (Hort.)/RE/AE/JE, DDA.) shall be final and binding and shall not be questioned before any court or other forum.
c) The agency shall faithfully follow and abide by all the provisions of the Delhi Municipal Corporation Act, bye laws or rules and regulations made there-under and the provisions of Delhi Shops and Establishment Act., Minimum Wages Act, Labor Laws and those of any other law made from time to time and the rules & regulations made under DDA.

24. That the agency shall have no right to display or exhibit any pictures, posters, statues or articles or any advertisement and material of any nature except those connected with the contract. It is expressly agreed that the decision of the DDA in this behalf shall be conclusive and binding on the agency and shall not be subject matter of dispute. Any violation of this clause shall be violation of the contract.
25. That the DDA shall have lien on all the belongings and properties of the agency for the time being kept in or upon the premises of the DDA.
26. That the agency shall be responsible for all damages or loss of property due to the reasons for it or its manpower are responsible and shall be liable to make good any loss or damage that may be sustained by the DDA except those due to normal wear and tear or caused by storm, earthquake

or any other natural calamity beyond his control. The decision of S.O./A.D. (Hort.)/RE/AE/JE, DDA in regard to the extent and quantum of compensation, if any to be paid to it shall be binding upon the agency. This shall apply to cases of negligence or inaction of the personnel deployed by the agency.

27. The tenderer shall deploy the staff/personnel for the purpose of this contract that should be capable of performing the assigned duties with good health. Any employee found unfit will be replaced by the agency immediately. The age of manpower employed by the agency shall not be less than 18 years and not more than 60 years (For Computer operator & Clerk, maximum age should **not be more than 60 years**).
28. In the event of the death of the contractor or the agency becoming insolvent or dissolved (if it is partnership firm) prior to the expiry of the of the period fixed herein before, the contract shall automatically stand terminated and the legal heirs of the legal representative of the contractor shall not be entitled to continue the contract. However, with the approval of the Commissioner (Sports) in writing such legal heirs of the representative may be permitted by the DDA after discharging any liability under the contract to remove the goods, belongings or assets of the agency, without causing injury to the premises, fittings, or fixtures within three weeks of such demise of the contractor.
29. That on completion of the period of the contract or on prior determination thereof, the agency shall peacefully remove its material, if any, from the site. If the agency does not remove its material within a fortnight of the services of notice upon him, DDA shall remove the same at the cost of agency which will be recovered from its security deposit, and, thereafter the material shall stand forfeited to the DDA.
30. That the agency shall not claim any amount on account of loss of profit or damage for determination of the contract before the stipulated date of completion.
31. DDA shall have no concern, liability or responsibility respecting any dispute between the agency and the staff deployed by it. DDA is not responsible for any litigation with labour in any Court of Law. The contractor will settle the matter at his own risk and cost with the worker engaged by him. The agency will indemnify to DDA all expenditure incurred in the litigation, if DDA is dragged into any litigation for any fault/default of agency.
32. The contractor shall abide by all applicable laws, including all labour welfare laws (ESIC, EPF, Bonus or any other tax levied by Govt.), Company Act, etc., and shall adopt all required welfare measures for the contractor's employees and discharge all other obligations concerning thereto.
33. THAT the agency shall be responsible to take all the necessary steps and precautions to prevent any mishap /accident/loss of life owing to any negligence on the part of the agency or its staff. The agency shall solely be held responsible and liable for any or the consequence/ liability arising there from and the DDA shall not be responsible /liable in any manner for any mishap/ accident/loss of life occurring in the premises. All labour liabilities will be borne by the contractor during maintenance period. DDA will not have any responsibility of the deployed labour. The contractor will pay compensation to the labour for any mis happening occurred during the execution of work.
34. THAT any misrepresentation of suppression of any facts on the part of the agency shall render the contract liable for cancellation.
35. That all or any of the powers and rights exercisable by DDA in respect of contract shall also be exercisable by S.O./A.D. (Hort.)/RE/AE/JE, DDA and agency shall not have any objections whatsoever in respect thereof.
36. That on expiry of period of the contract or on earlier determination of the contract under the terms and conditions thereof, any belonging of the agency found on the premises shall be liable to be sold through public auction, unless claimed within a fortnight of the expiry of the period of the contract or determination of the contract as the case may be.
37. That all or any of the powers vested in the DDA under these precepts in respect of the grant, determination, revocation, cancellation, or restoration of this contract of recovery of any dues in respect thereof or connected therewith shall also be exercised by the Commissioner (Sports), DDA and the agency shall have no objection whatsoever in this respect.
38. All statutory deductions like Income Tax or any other such taxes at the rates applicable at the time of payment shall be made from the agency.
39. Debarred/ blacklisted agency shall not be permitted to participate in tendering process. If it is found that debarred agency has applied, its earnest money will be forfeited absolutely. Any person associated with the debarred firm in any managerial capacity or as part of such agency's

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management/ownership/promotership/partnership /Directorship/etc when the act that led to the debarring occurred or have significant financial transaction/exposure with debarred entity or executed any transaction without valid consideration with the debarred firm so as to establish that such person/the business entity such person is representing / is acting in concert with the debarred entity or it is established that such person has direct or indirect interest in the debarred entity or it is established that any person is acting tactically or in conceit to circumvent the likely debarring under this or any other clause of this NIT, then such person(s) shall be deemed as debarred individual/person. The Competent Authority may invoke necessary laws of the land in such cases as applicable in cases of fraud and cheating beside debarring all entities where such association, as already mentioned in this clause, is established.

40. Any individual who has been debarred, is not permitted to take part in any negotiation or represent an agency even if he holds a power of attorney on the agency's behalf. Any agency engaging debarred persons or having any association/relation with debarred person as mentioned in the preceding point will be liable to be debarred and its earnest money will also be forfeited absolutely.
41. The experience of agencies should be taken into account rather than individual incorporated with the agencies which does not include proprietorship.
42. **For compliance of statutory provision of ESI & EPF: -**

i) The payment of ESI/EPF is mandatory.
ii) ESIC and EPF must be filed separately agreement-wise. Therefore, it will be ensured by the contractor that ESIC and EPF returns must be filed for only those employees who are deployed against any particular agreement. For example, if 10 employees are employed as housekeeping staff, then names of only those 10 individuals must reflect in the ESIC and EPF return filed for that agreement. Even if a contractor has multiple agreements at the complex, he would still be required to submit separate returns for each of those agreements. No reimbursement will be made if any contractor fails to file agreement wise ESIC/EPF returns and submits a copy with combined ESIC/EPF returns that includes names of staff not deployed against that particular agreement.
iii) ESIC and EPF registration of the bidder should be active during the time of bidding. To substantiate their active ESIC/EPF status, bidder needs to upload ESIC & EPF deposit challans for three months preceding the month of tender opening date.
iv) All running bills will be released only after ensuring ESIC and EPF of the preceding month are paid by the contractors and agreement–wise proof of the same is submitted by the agency with name, UAN, contribution, etc., details of each beneficiary. Documentary proofs provided by ESIC and EPFO would be required in totality to support the reimbursement claim.
v) In addition to other deposits mentioned elsewhere, the contractor shall be required to furnish Bank Guarantee/FDR for ESI/EPF contributions. The amount of Bank Guarantee/FDR would be such that covers the ESI/EPF contribution for a period of 03 months.
vi) The Bank Guarantee/FDR, shall however, be refunded after 01 month of satisfactory completion of work with due verification of ESI/EPF contributions paid to the concerned authorities.
vii) The agency shall be solely liable for any penalty levied by the ESI/EPF departments for not having paid mandatory ESI/EPF contribution. An undertaking on stamp paper worth Rs.100/- to this effect shall be submitted along with tender by the agency.
viii) Breach of any condition in respect of ESI/EPF shall attract penalty as decided by the Commissioner (Sports) and shall be adjusted from the R/A bills or from the Bank Guarantee/FDR as the case may be.
ix) The Contractor shall submit details of ESI/EPF contribution every month which shall be monitored through software developed by DDA.
x) In case the agency fails to make the required contributions to the concerned departments, suitable action as decided by Commissioner (Sports), including blacklisting the agency shall be initiated.
xi) Reimbursement of ESIC and EPF claims will be subject to compliance of above listed points from i to x.

43. **Revision of Rate by GNCTD/ GoI:** During the contractual period, if the minimum wages are revised, the additional increased amount of the GNCTD/ Govt. of India rates, whichever is higher and **DDA approved rats for office staff (i.e. Stenographer, Receptionist, Computer Operator, Clerk & Technician)** shall be payable to the agency for onward payment to the engaged labour/staff. The contractors profit accepted at the time of award of work shall also be increased in proportion to increase in minimum wages. The agency should submit bill for

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increased/wages/contractor's profit within one month from the date of notification. Proof of payment of increased rates to labour through ECS is to be presented alongwith the bill. No bill for increased/revised wages /Contractors Profit shall be entertained if the agency fails to claim it within the above stipulated period. Payment due to such escalation shall be governed just as clauses 10C and 10CC of CPWD.

44. In case of forfeiture of earnest money as prescribed anywhere in this tender document, the tenderer shall not be allowed to participate in the re-tendering process of the work.
45. There should be no relationship between the contractor and officer/officials working in the concerned sports complex / golf course. In case of any concealment of facts, necessary action will be initiated against the agency as per terms & conditions of CRB, DDA.
46. As and when a deficiency is noticed in discharging of duties of the deployed staff, 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.
47. **Assignment and sub-letting The contractor shall not sub-let, transfer or assign the whole or any part of the work under the contract. In that case the Commissioner (Sports) on behalf of DDA shall have power to determine the contract. Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the DDA.**

48. **When Contract can be Determined**

Subject to other provisions contained in this clause, the Commissioner (Sports) may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, not providing manpower as per agreement item, non-performance of duties by manpower, any claims for damages and/or any other breaches of this contract and without prejudice to any right or remedy under any provision of the contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract.

When the contractor has made himself liable as aforesaid, the engineer in charge on behalf of DDA shall have powers:

a. To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Secretary of the sports complex/golf course shall be conclusive evidence). Upon such determination, the Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the DDA.
b. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determining as above, shall not be allowed to participate in the tendering process for the balance work.

   In the event of above courses being adopted by the S.O./A.D. (Hort.)/RE/AE/JE, DDA, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagement or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the S.O./A.D. (Hort.)/RE/AE/JE, DDA has certified in writing after obtaining approval from the Competent Authority that the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.
c. In case the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month, whichever is more, either party may close the contract. In case contractor wants to close the contract he shall give prior notice of 30 days to the department stating the failure on the part of department. In such eventuality, the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages, etc., shall be payable at all.
d. That on expiry of period of the contract or on earlier determination or revocation of the contract under the terms and conditions thereof, any belonging of the agency found on the premises shall be liable to be sold through public auction unless claimed within a fortnight of the expiry of the period of the contract or determination or revocation of the contract as the case may be

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49. **PENALTIES Due to Non-compliance with Agreement:**

a. Save as otherwise provided in the contract, the agency shall submit monthly bills / for payment by 10 th day of the following month to which it pertains along with absentee statement by name of manpower deployed, copy of bank statement showing online transfer of minimum wages to the bank accounts of individuals and amount of contribution paid to the concerned authorities of ESI and EPF. In the event of failure of agency to submit monthly bills by 10th day of the following month to which it pertains to, a show cause notice shall be issued to the agency, by the Secretary of sports complexes/golf courses to clarify the reason of default and if the reason not found satisfactory, penalty equal to **5% of the monthly bill** amount for each default shall be deducted from the bill without any further notice.

b. Also, in case when wages are not credited to the accounts of workers on or before 7th day of every succeeding month, irrespective of his bills being paid by DDA or not, **a penalty of 5% of the minimum wages per person** will be levied for each default and shall be deducted from the bill of the contractor without any notice.

c. The Contractor should obtain a license from Central Labour Commissioner to engage the Contract Labour/personnel as per the Contract Labour Act within a period of one month from the date of award of contract by the Authority. In case the license is required and not obtained due to the lapse on part of contractor within 30 days, **a penalty of 5% of minimum wages per person** shall be deducted from the bill of the contractor without any notice.

d. Further, in case it comes into the knowledge of DDA that any short payment, deductions or recoveries or commissions are charged from workers, in violation to Section 21 of the Contract Labour (R&A) Act, 1970 and Section 22(a) of Minimum Wages Act, 1948, **an amount equal to amount of actual short payment and contractor profit thereon** shall be withheld. Further, the withheld amount and any next bill to contractor shall only be released after the contractor has paid such payments to affected employee and documentary proof is submitted. The contract will be liable to be immediately terminated with blacklisting of the agency from any future bidding. Short payments of more than 10% of amount payable to employee shall attract a penalty. The penalty shall be 5% of unpaid amount to employee as per clause 49-b above.

e. Underpaying workers or any extortion of money will result in violation of Section 22(A) of Minimum Wages Act which entails **a penalty of imprisonment upto a period of six months or with fine upto Rs 500 or with both. This is in addition to the provision relating to compensation upto 10 times of arrears of less** payment which the DDA under Minimum Wages Act 1948 may direct to be paid to the concerned workmen and recoverable from the contractor. The penalties as demanded by law will be in addition to the penalty clause inserted by DDA in the NIT document.

f. Commissioner (Sports) or any other officer of DDA authorized by him reserves the right to satisfy itself about the quality of the job work services provided by the Contractor. In case of unsatisfactory performance, the Contractor will be given opportunity to improve the service within a period of one week, failing which following consequences shall follow:
   i) DDA shall forfeit the Security Deposit and Performance Guarantee in case of failure on the part of the Contractor to improve the services after notice.
   ii) The decision of the Commissioner (Sports) DDA will be final in this regard.

g. In case of leave/absence of staff/personal deployed by the agency, Secretary/AE/JE/RE/A.D/S.O shall inform the agency to provide the suitable replacement /arrangement by letter/e-mail. The contractor/agency shall have to provide leave/absence arrangement within 1 working day (for Security Guards) or within 5 working days (for other staff). In case, the contractor fails to provide replacement within above stated period, apart from the wages which become unpayable due to absence of employee, an amount **equal to unpayable wages shall be levied as penalty**. Also, the contractor shall not deduct this penalty from the absent employee.

h. If at any point of time, it comes to the notice of DDA that the contract personnel deployed are different from the list provided, the DDA will be well within its right to recover the wages paid to such employee from any unpaid bills and/or forfeit the Security Deposit and Performance Guarantee. The contractor has to intimate DDA if a particular listed employee has proceeded on leave or is absent and that replacement has been provided on his / her behalf.

i. The agency or its personnel found or reported to be misbehaving / discourteous shall be liable to a penalty/fine of Rs.5000/- (Rupees Five thousand only) on each instance.

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j. DDA officials shall issue instructions for redeployment/strengthening of any vulnerable area at DDA's premises. The agency will carry out all such instructions failing which it will be liable to a penalty of Rs.5000/- per day or part thereof.

k. The agency shall submit a copy of the identity card of private manpower with Aadhar Card/Voter ID Card and Police verification report to Officer-in- Charge within one month's time. Otherwise, the penal recovery of Rs. 1000/- per day per manpower will be deducted from bill of the agency.

l. That for minor breach of any terms and conditions, a penalty/fine of Rs. 500/- shall be imposed, while in case of major breach the contract shall be terminated. The minor or major breach shall be decided by Secretary, and his decision shall be final and binding.

m. The dealing/demeanour of the agency and its personnel with visitors and staff shall be polite and courteous and he/they shall not indulge in any activities which may cause harm to the interest of the DDA or its employees. The agency or its personnel found or reported to be misbehaving / discourteous shall be liable to a penalty/fine of Rs.5000/-(Rupees Five thousand only) on each instance. Repetition of this on more than three occasions may result in cancellation of the contract. Decision of Secretary of sports complex/golf course in this regard shall be final and binding.

50. The quoted percentage rate will exclude all taxes/levies, EPF, ESI and GST payable under respective statutes. The contractor is responsible for depositing all taxes / levies, EPF, ESI and GST with concerned authorities. The EPF, ESI and GST will be reimbursed to the contractor by DDA on submission of valid proof from ESI, EPF and GST authorities (as applicable). Reimbursement should be claimed monthly and a maximum of four months delay can be considered for submitting reimbursement claim. No reimbursement claim would be entertained beyond above mentioned period and DDA would not be liable for these payments and the contractor would be solely responsible for non- payment of claims by DDA.

51. Before releasing GST reimbursement claim, the concerned AAO will ensure that the GST has been deposited by the agency with GST department in the form of valid challan containing necessary particulars of the agencies. The agency will submit the receipt of GSTR1 and GSTR3B pertaining to the reimbursement claim made by him carrying invoice-wise details. It is important that invoice must be issued by the contractor for each wage month and for each agreement separately, i.e., even if contractor has multiple agreements at a particular complex/golf course, he is supposed to generate invoice for each of those agreements and also for each wage month. Reimbursement payment will only be released once online verification from GSTR2A of DDA's GST portal is done for that payment.

52. The Company/Agency/Firm/Person/Tenderer shall deploy personnel for ensuring effective, efficient and fullproof services in complex. The tentative details of shifts are provided at Annexure E.

53. The duration of the contract will be one year from the date of award of work and the same may be extended on year to year basis for maximum up to three year (**additional two years, i.e., one + one+ one = total three years**) on the basis of satisfactory performance duly certified by the respective Secretary of the sports complex / golf course. A fresh agreement shall be executed at the time of each extension. If the extension is to be given, the contractor shall submit his consent at least three months in advance from the expiry of the tender/agreement to ensure that there is no discontinuation of workforce. For tenders in respect of manpower at swimming pools, "The term and phrase "Year" may be read as "Swimming Season".

54. The performance of the work will be closely observed for an initial period of three months, and if found not satisfactory, the contract will be terminated forthwith and PG deposit will be forfeited and agency debarred for two years.

55. The complaints received from the office staff or observations with regard to deterioration in the work standards will be viewed seriously and may lead to termination of the contract and agency debarred for two years. **Notice period of 30 days will be given**.

56. The persons engaged by the Contractor for this work should not cause any obstruction to office work. They should be cordial, polite, cooperative and well behaved.

57. DDA will have the full right to direct its concerned DDA staff to check, search or examine any or all of the employees, agents or representatives of the Contractor including their belongings while entering / leaving the premises, if felt necessary, with the help of police.

58. The contractor along with his agents, representative or employees will be allowed to enter into the premises for the purpose of rendering the said service. The Contractor will be responsible for

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any loss, damage or theft caused to DDA by Contractor's agent, representatives or employees while rendering the said services which will be recovered from the Contractor.

59. The agency shall be bound to follow the instructions notified by the Govt. of India under {Prohibition of Manual Scavenger and Rehabilitation (Act) 2013}.
60. That in case, the said premises are destroyed or damaged by any natural calamity, riot or civil disturbances or war so as to made it unfit for services by the agency, the contract will be liable to be terminated automatically at the discretion of DDA and the agency shall not claim any damage or loss of profit.
61. **Termination of Contract: -**

i) If the Contractor at any time defaults in executing the job work with due diligence and care and continues to do so, and / or the Contractor commits fault in complying with any of the terms and conditions of the agreement and does not remedy it, or take effective steps/measures to remedy it, or fails to complete the work as per the terms and conditions and does not complete them within the period specified in the notice given to him in writing, the D.D.A. may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to the Contractor, shall cancel the contract/agreement after one month's notice and security deposit/contract performance guarantee will also be liable to be forfeited by the D.D.A. Commissioner (Sports) is the competent authority in this case. The D.D.A. on such cancellation, shall have powers to carry out/execute the work through other agencies, or by any other means at the risk and cost of the Contractor.

ii) The D.D.A. reserves the right to terminate the contract, without assigning any reason, by giving to the Contractor one month's notice of its intention to do so and on the expiry of the said period of notice, the contract/agreement shall come to an end without prejudice to any right or remedy that may be accrued to the Contractor.

iii) If any information furnished by Contractor is found to be incorrect or false at any time, the tender/contract/agreement is liable to be terminated after one month's notice and the security deposit will also be liable to be forfeited to the D.D.A. The agency will be liable to be debarred/blacklisted in case found furnishing incorrect or false information at any time.

iv) In case the Contractor wants to terminate the tender/contract/agreement, it shall have to give 30 days notice in advance to this effect to D.D.A.

v) That any breach of the terms and conditions of the Agreement by the Agency shall render the contract liable for cancellation. The decision of Commissioner (Sports), Delhi Development Authority in this regard shall be final and binding and shall not be called in question before any court or forum. The agency will be liable to be debarred/blacklisted, in case found violating the terms and conditions of the Agreement.

vi) **Force Majeure Clause: -** In the event of force majeure, act of nature, unforeseen accident, application of any new law, any government guideline, etc, that has the effect of reducing the scope of the work or at once halting of work altogether, the DDA shall reserve the right to suspend or terminate the contract with immediate effect without giving any notice. In such an event, DDA will not redeem any party or liable to pay any damages to contractor(s), its affiliates, any third party, labourers, etc., for any loss due to such pre-closure, suspension or termination of the contract

62. Further, if any agency submits a faulty or incomplete tender for the first time, 50% of the earnest money so deposited shall be forfeited. However, if the agency commits fault or submits incomplete tender again in the subsequent tenders and the Competent Authority finds that the default has been willful, negligent or malafide in its intent, the earnest money shall be forfeited absolutely without assigning any reason and the tenderer shall not be allowed to participate in future tendering in the Sports Wing of DDA. Commissioner (Sports) shall be competent authority.
63. A monthly statement in the enclosed format **(Annexure 'D')**, indicating the payment made, as per above, may be submitted by the contractor, including details of the EPF/ESI deducted as prescribed under the rules, to the concerned Secretary of DDA sports complex/golf course. RE/AD/AE/JE/SO and AAO of the complex shall monitor and ensure the compliance of the above conditions.
64. The intending bidders are advised to upload only relevant documents for tender submission.
65. Every individual at the site of work shall be given one day weekly off during the week. However, details of absentees will be provided to the agency by 2nd of each month duly signed by concerned officer & Secretary of the sports complex / golf course.

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66. Maintenance of Site Order Book:- Proper Site Book Order will be maintained to issue day to day instructions to the agency which will remain under the custody of Secretary of sports complex / golf course.
67. **Life insurance/Term insurance** coverage of at least Rs 5 lakh per employee per annum will be provided by the contractor for every worker, if not already covered under ESI/EPF schemes for such benefit. The bidders are advised to maintain sufficient provisions in their bids to provide for such expenditure on Life/ Term Insurance policy.
68. It is the sole responsibility of the contractor/the Agency to insure his worker/Employees against accidents and injury while at work and to pay compensation, if any, to workmen as per The Employee's Compensation Act, 1923/. Delhi Development Authority (DDA) shall own no liability and obligation in this regard. Nothing extra shall be paid on account of expenditure incurred for providing this insurance coverage.
69. The contractor should not deploy or discontinue deploying any person, at any time without assigning any reason whatsoever. Such deputation, withdrawal or replacement of the employee will only be admissible subject to written consent of the Secretary. No changes in names of workers in attendance record will be admissible until then. Full particulars of the personnel, including their names and address, Voter IDs, PAN, etc., deployed by him / her should be furnished to DDA. Police Verification report of the personnel employed by the contractor should be submitted by the Contractor to DDA.
70. In case, if death or mishap occurs during the course of discharging the duty, the compensation liability will solely rest with the Contractor. In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the contractor shall make provision for leave reserve.
71. Change in the name of the tenderer during the tender process shall not be allowed under any circumstances.
72. No change in the constitution of the share-holding of the successful tenderer shall be permissible under any circumstance. Any change, if undertaken by the Contractor, shall tantamount to violation of the terms & conditions of the Tender/Agreement/Contract and shall lead to cancellation of the tender/termination of the Agreement/Contract, forfeiture of the security deposit and encashment of the performance guarantee.
73. The Contractor shall not be allowed to give its work to some other party, or sub-Contractor during the tender agreement / contract period, nor change of the name of the firm shall be allowed without the prior approval of D.D.A.
74. Any person who is in government service or an employee of D.D.A. or on contract with D.D.A. should not be made a partner to the contract by the Contractor directly, or indirectly in any manner whatsoever.
75. **Regarding same proprietorship / partner**: - No firm(s), enterprise, association of enterprises having same owner, partner or significant shareholder / promoter shall participate in the tendering process with the intention of gaining undue advantage and causing adverse impact on the competition within India. The relevant provisions of the Companies Act, the Competition Act, CVC guidelines or any other guidelines issued by the government from time to time needs to be adhered to and any violation will be considered as deemed illegal. Such tender bids shall be summarily rejected and action shall be initiated against such firms as deemed fit.
76. Working hour and shift details are annexed at Annexure 'E' for reference.
77. Agencies / Firms registered with National Small Industries Corporation (NSIC) under Public Procurement Policy for Micro Small & Medium Enterprises (MSMEs) will be given exemption from EMD deposit. This exemption will be extended in the cases of goods produced and services provided by MSMEs. However, to avail such exemptions, a valid certificate of registration will be given / uploaded on E-tender Portal by agencies / firms.
78. **Bonus** as applicable under the Bonus Act, 1965, shall be reimbursed to the contractor for a financial year. The bonus is payable to the staff within 8 months from the completion of a financial year or as per the law/amendment in force. Only actual e-remittances transferred to beneficiary's account as per the bio-metric attendances shall be paid strictly in compliance with Bonus Act or subsequent amendments. The eligibility and admissibility will be determined as per the law or any subsequent amendments. The concerned S.O./A.D. (Hort.)/RE/AE/JE, DDA shall verify the self-certified e-bank statement/ passbook with employee-wise remittance transaction record before releasing the bonus reimbursement. **The prime obligation for payment of Bonus is explicitly placed on the contractor.**

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79. **Maternity leave** will be admissible to non-ESI beneficiaries subject to the leave permissible under Maternity Benefit Act, 1961 or any subsequent amendment in force. The concerned employee/staff has to submit a medical certificate from government hospital for availing such benefit. Such employee on maternity leave shall not be replaced and the existing staff shall share her responsibilities. The wage payment will, however, be released for such staff in accordance with the provisions of Maternity Benefit Act, 1961. **The prime obligation is explicitly placed on the contractor**.
80. Earnest money has to be deposited through separate transactions for each NIT, even though it is recalled or re-invited.
81. **Minimum Service Charges: -** The contractor should submit their bids with a minimum service / administrative charge of 5% or more over the Estimated Cost. Quoting below this threshold will make the bid unresponsive and will be rejected. If a bidder submits such bids repetitively, action as deemed fit can be initiated by DDA against the agency, including debarring the agency from future tendering, etc., in Sports Wing of DDA.
82. Notwithstanding any other practice in existence, or any prior agreement or written negotiations having taken place, or any tender condition, or any other clause or covenant in this agreement or any document referred to in this agreement, any provision in the GCC or CPWD Manual, or any circular, guideline, direction or any rule or regulation, it is hereby agreed that any dispute between the parties to this agreement shall be resolved by decision of the courts at Delhi and the dispute shall not be resolved by way of arbitration or any other alternate dispute redressal mechanism.
83. **In case of any inconsistency, the conditions mentioned in the NIT shall prevail**.
84. a) The Agency will pay wages to his workers and observe hours of the work and condition of employment as per applicable rules and Labour laws and Rules. It shall be the responsibility of Agency to ensure that he pays his employee's wages which are not less than the minimum wages prescribed by the Govt of India/GNCTD or required under the Labour Act.

    b) The payment to the worker deployed shall be made through an escrow account opened in the name of the agency at the beginning of the contract. For the purpose, a tripartite agreement shall be entered in to between DDA, agency and the concerned bank selected by the agency. Upon satisfactory completion of work for a particular duration based on due verification of attendance and bills submitted, DDA shall provide the list of various employees and amt. to be credited in to the account of each employee, and the service charge due to the agency to concerned bank. Once the entire amt. is deposited in to the said escrow account, the bank shall transfer it in to respective accounts, as per the mandate provided by the DDA.

-SD-
SO (HORT.) / RSC-33
Delhi Development Authority

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

Signature of Tenderer/Applicant
along with Seal

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FORM OF PERFORMANCE GUARANTEE-BANK GUARANTEE BOND

1. In consideration of the Delhi Development Authority(hereinafter called "The 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 an 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. _____/- (Rupees _____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) from 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 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 so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We_____(indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to_____unless extended on demand by Government. Notwithstanding anything mentioned above, our liability against this guarantee is

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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)

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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/Code/ Mudra or any Certifying Authority recognized by CCA India on e-Token/ Smart Card, should be registered.
5. The DSC 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. The fees structure for one year of e-tendering are as under :

   A. For DDA Registered Contractors

   (Valid for one year from the date of deposit)

S. No.	Class	e- Tendering Fee	GST 18%	Net Payable
1.	Class-I	Rs. 20,000/-	Rs. 3,600/-	Rs. 23,600/-
2.	Class-II	Rs. 16,000/-	Rs. 2,880/-	Rs. 18,880/-
3.	Class-III	Rs. 14,000/-	Rs. 2,520/-	Rs. 16,520/-
4.	Class-IV	Rs. 10,000/-	Rs. 1,800/-	Rs. 11,800/-
5.	Class-V	Rs. 6,000/-	Rs. 1,080/-	Rs. 7,080/-

   The e-tendering fees for contractors/consultants who are not registered with DDA, the fees structure for one year will be as under— (vide letter no. F4.(8)/72/Misc./ Secy./CRB/DDA/e-file- 66681/162 dated 24-04-2024 issued by Secretary (CRB) DDA

   B. For non-DDA Registered Contractors and specialized works

   (Valid for one year from the date of deposit)

S.No.	Work Costing	e-Tendering Fee	GST 18%	Net Payable
1.	Up to Rs.15.00 Lacs	Rs. 6,000/-	Rs. 1,080/-	Rs. 7,080/-
2.	Above Rs.15.00 Lacs to 20.00 Crores	Rs. 20,000/-	Rs. 3,600/-	Rs. 23,600/-
3.	Above Rs.20.00 Crores	Rs. 50,000/-	Rs. 9,000/-	Rs. 59,000/-

   Requisite e-tendering fee 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 letterhead enclosing the demand/pay order and addressed to The Secretary CRB 1 st Floor, Vikas Minar, DDA, New Delhi, shall be submitted to contractor's Registration Board, 1 st Floor, Vikas Minar, DDA, IP Estate, New Delhi-110 001 in duplicate and acknowledge stamped copy of the letter shall be uploaded with the tender as proof. The tendering/processing fee can also be deposited through RTGS in favour of P.A.O., E/W/ DDA Vikas Minar with G.S.T. Number.

   The account details of CRB/DDA is: PAO/EW/DDA, Central Bank of India, Vikas Minar, New Delhi; A/C No.: 1075843312; IFSC Code: CBIN0281467.
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 contract details. Bidder should take into account the corrigendum published before submitting the bids online.

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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 DSC.
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 DSC 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 Financial 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.

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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. Parallelly for any further queries, the bidders are asked to contact over phone: 1800-3070-2232 or send a mail over to – cppp-nic@nic.in.

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Form for certificate of Net worth from Chartered Accountant (FORM B-1)

Annexure-B

"It is to certify that as per the audited balance sheet and profit & loss account during the financial year_____, the Net Worth of M/S/Sh. _____ _____(Name & registered address of individual/firm/company), as on _____ (the relevant date) is Rs. _____ after considering all liabilities. It is further certified that the Net Worth of the company has not eroded by more than 30% in the last three years ending on (the relevant date)."

Signature of Chartered Accountant

_____

Name of Chartered Accountant

_____

Membership No. of ICAI

Date and Seal.

Unique Document Identification Number (UDIN):-

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SCHEDULE OF WORK

Annexure-C

Name of work: - Maintenance of Rohini Sports Complex Sector - 33, DDA

Sub Head: - Providing of 13 Nos. Beldar (Un-skilled) for Hort. work at RSC-33/DDA.

Sl. No.	Description of Work	Qty.	Unit	Rate	Total Estimated Cost	Percentage on Total Estimated Cost
1	Providing of 13 Nos. Beldar (Un-skilled) for Hort. work at RSC-33/DDA.	156	Per Person Per Month	Rs. 21,502/-	33,54,312.00	

Note: - The percentage shall be applied on the estimated cost.

-SD-

SO (HORT.)/ RSC-33

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Annexure- D

Details of payment made to the contractual labours

RSC-33 Sports Complex :-

S. No. (1)	Name of the Contractor (2)	Name of the Work (3)	Present period of contract (4)	Name and number of contractual labour (5)	Amount of Minimum Wages to be paid to the individual (6)	Whether statutory EPF/ESI deducted (Yes/No) (7)	Whether the amount deducted in column 7 has been deposited with the EPF/ ESI Commissioner (Yes / No) (8)	Bank statement submitted to the bank indicating the name of the per son & amount paid (9)

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Annexure- E

Timings / Shifts of staff deployed

Sr. No.	Working Hrs in a Day	No. of Shifts per Day	Rates applicable (Central (GOI) Labour Rates/DDA approved Rates for Office Staff)
	08 Hours	1 (except for office staff from 9:30 AM to 05:30PM)	

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Annexure- F

Details of the Jobs that would require Uniform

S. No.	Manpower
Housekeeping Staff	
(i)	Environment Assistant
(ii)	Sanitary Supervisor
(iii)	Parking Assistant
Gym Staff	
(v)	Supervisor
(vi)	Chief Trainer
(vii)	Gym trainer
(viii)	Helper
Swimming Staff	
(ix)	Manager / Supervisor (Swimming Pool)
(x)	Medical Attendant
(xi)	Life Guard
Sports Staff	
(xii)	Houseman, Labour
(xiii)	Games Attendant / Games Supervisor
(xiv)	Grounds Man
Other Civil Staff	
(xv)	Beldar
(xvi)	Glass Cleaner

Same NIT for Listed Manpower as Below

S. No.	Manpower
1	Environment Assistants (Male & Female)
2	Parking Assistants
3	Office Staff- Receptionist, Computer Operator, Clerk, Office Attendant, Dak Rider, Computer Technician
4	Beldar
5	Game Supervisor
6	Game Attendant
7	Billiard Marker
8	Starter (Golf Course)
9	Ball Boy (Golf Course Driving Range)
11.	Tractor Driver
12	Plumber
13	Carpenter
14	Machine Operator
15	Glass Cleaner

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Digitally signed by SHUBHAM MALIK
Date: 2026.10.19 12:00:42 IST
Location: eProcure-EPROC