

दिल्ली विकास प्राधिकरण
DELHI DEVELOPMENT AUTHORITY
प्रधान आयुक्त [प्रणाली, बागवानी एवं भू-दृश्य]
OFFICE OF THE PR. COMMISSIONER (SYSTEMS, HORT. &
LANDSCAPE)

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No. PC(Systems/Hort./LS)/2024/DD(HQ)/DDA/477

Dated:- 28/12/2024

PUBLIC NOTICE

Subject: Notice to Bidders revised RFP for seeking services of Deployment of Private Security Guards for watch & ward at site (Specialized work).

R/Bidders/Stakeholders,

This is to inform to all concerned that the tenders regarding the subject cited above will now be issued on GeM, instead of the CPP Portal. In this regard, all interested bidders, who meet the required eligibility criteria and experience, are requested to complete their registration on GeM. Additionally, the L1 selection will now be based on the random selection module of GeM, rather than the traditional draw of lots.

For the financial year 2025-26, all tenders will be consolidated and issued at the Director (Hort.) level, replacing the previous practice of issuing them at the sub-division level. Moreover, Director(Hort.) shall be the tender inviting authority.

A copy of the approved draft RFP is enclosed for your advance review and any comments or feedback.

This is issued with the approval of competent authority.


28.12.2024

(Govind S. Meena)
Dy. Director (Hort.) HQ
DDA

DELHI DEVELOPMENT AUTHORITY



NIT No. :

Name of work:

Sub Head: Deployment of Private Security Guards for watch & ward at site (Specialized work).

Estimated Cost : Rs.
 Earnest Money : Rs.
 Performance Guarantee : 5% of Tendered value
 Security Deposit : 2.5% of Tendered Value
 Time Allowed : 365 Days

The NIT amounting to Rs. _____ containing pages 01 to ____ is hereby approved.

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 CS_____
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DD. (Hort.)/DDA

Dir. (Hort.) ____/DDA

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GENERAL GUIDELINES

1. This standard document is applicable to both types of tenders i.e. “Percentage rate tenders and Item rate tenders”. Accordingly, alternative provisions for conditions Nos. 4, 10 & 12 of the General Rules and Directions are given. The appropriate alternatives will be applicable in specific cases depending on whether this is used for percentage rate tender or Item rate tender.
2. NIT Form, Schedules A to F, special conditions/specifications and drawings only will be uploaded on website. The standard document will not be uploaded along with the Tender Documents but the same shall form part of the agreement to be drawn and signed by both parties after acceptance of tender.
3. All blanks are confined to Notice Inviting Tender (NIT) Form and Schedules A to F.
4. Authority approving the Notice Inviting Tenders (NIT) shall fill up all the blanks in NIT Form and in Schedules B to F before issue.
5. The intending bidders will quote their rates in Schedule A.
6. The Performa for registers and Schedules A to F are only for information and guidance. These are not to be filled in the Standard Form. The Schedules with all blanks, duly filled, shall be separately uploaded on website.
7. Base price of all materials covered under Clause 10 CA is to be mentioned at the time of approval of NIT.
8. Ensure that no labour complaint has been received/made against the agency.
9. All mandatory tests related to work must be done and all recoveries must be made.
10. The material must be entered in MAS/T&P Register.

Note: This page shall not form part of the tender document and not to be uploaded on website.

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Dir. (Hort.) ____/DDA

DELHI DEVELOPMENT AUTHORITY
OFFICE OF THE DEPUTY DIRECTOR (HORT.)-

E TENDER NOTICE NO. /

Online percentage rate tenders are invited by **Dy. Director (Hort.), Hort. Div.____** on behalf of Delhi Development Authority, for the following work from eligible agencies/firm/person satisfying 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	I. Last date and time of submission of tender
		Earnest Money	II. Time and date of Technical opening of tender
		Time Allowed	
1.	NIT No- /Dy. Director/Hort.-/DDA/ N.O.W: - Sub Head: - Deployment of Private Security Guards for watch & ward at site (Specialized work).	Rs.	I. Upto 03.00 PM on
		Rs.	II. At 03.30 PM on
		365 Days	

Eligibility Criteria: -

" The Ministries/Departments have been delegated with full powers to make their arrangements for the procurement of goods/services that are not available on GeM. Whereas, goods and services that are available on GeM need to be mandatorily procured through GeM as per Rule 149 of the GFR, 2017"

Only those agencies/ Firm/ 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 work 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.

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- 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 received of application for the tenders.
- Similar nature means “Providing Security Personnel/Services”.

Turnover: -

The agency should have **annual turnover of more than 30%** of the estimate cost during the immediate last three consecutive financial years duly certified by the chartered accountant.

Profit /loss: -

The agency should not have incurred any loss in more than two years during the last five years ending 31st. March, 2023.

Net worth Certificate: -

The agency should submit **Net worth certificate w.r.t. latest audited balance sheet of minimum 10%** of the estimated cost put to tender issued by certified Chartered Accountants in **FORM B-1 (Annexure-B)**.

PSARA License:

The agency should possess PSARA (Private Security Agency Regulation Act-2005) License. The validity of PSARA license should be valid till the last date of submission of the tender. A proof thereof should be uploaded with the Bid. The tenderer should be registered with the Ministry of Home Affairs and furnish a copy of registration with the tender.

Tender documents can be obtained / download on the GeM portal, **(last date of sale)**.....Earnest money amounting to **Rs.** shall be deposited through RTGS/NEFT in the account of **“Sr.AO/CAU/Hort./DDA, Account No. 01201110000010 with HDFC Bank, Laxmi Deep Building, Laxmi Nagar District Center, Delhi-110092 Branch (IFSC Code HDFC0000120)**. The unique transaction reference of RTGS/NEFT shall have to be uploaded by the tenderer in the E-Tendering system by the prescribed date. The DDOs concern will get earnest money verified from their banks based on the unique transaction reference number against each RTGS/NEFT payment before the tenders are opened.

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 GNCTD or required under the Labour Act.

- a) 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.

All intending bidders are required to get registered with CRB/DDA by depositing e-tendering annual charges as detailed below.

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

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/2017/284 dated 06-06-2017 issued by Secretary (CRB) DDA

Sr. No.	Cost of Work	E-tendering fees
1.	up to Rs.15.00 Lacs	Rs.6000/- + GST as applicable
2.	Above Rs.15.00 Lacs to 20.00 Crores	Rs. 20,000/-+ GST as applicable
3.	Above Rs.20.00 Crores	Rs. 50,000/-+ GST as applicable

The fee for the CRB registration is to be deposited in the account of CRB/DDA and not in the account of Sr. AO/DDA. The account details of CRB/DDA is as under:

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 RTGS/NEFT in the account of Sr.AO/CAU/Hort.having account No.01201110000010 with HDFC Bank Laxmi Deep Building Laxmi Nagar District Center Delhi-110092 Branch (IFSC Code HDFC0000120). (Exemption for MSME registered with NSIC subject to uploading of proof of registration.)
- iv. Scanned copy of PAN No.
- v. Scanned copy of GST registration and latest return filed.
- vi. Scanned copy of ESI, EPF Registration.
- vii. Scanned copy of PSARA.
- viii. Scanned copy of Proof of requisite E-tendering fee deposited with Contractors Registration Board of DDA.
- ix. Scanned copy of Turnover Certificate in each year duly certified by Chartered Accountant.
- x. Scanned copy of completion certificate showing similar works completed during the last seven years in Government Department or Public Sector Undertaking.
- xi. **Net worth certificates w.r.t. latest audited balance sheet of minimum 10%** of the estimated cost put to tender issued by certified Chartered Accountants in **FORM B-1 (Annexure-B)**.
- xii. Undertaking for minimum wages "that he will make payments to his staff as per minimum rates of wages as applicable in Delhi".
- xiii. Scanned copy profit /loss account of the agency during the last five years.
- xiv. Letter of Integrity Pact.

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

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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.” This shall come into force w.e.f. 01-04-2025.

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 RTGS mode and other information/instructions, please visit, for any assistance on e-tendering please contact concerned DD or GeM portal.

Note (5):- Pre-Bid meeting shall be held in the chamber of _____ DDA, New Delhi at _____ P.M on _____ to clear the doubt of intending tenderers, if any. Prospective bidders can participate in the Pre-Bid meeting through video conference (VC) mode also. For meeting ID of VC, request can be sent up to 4:00 PM at least two days prior to the pre-bid meeting at: email ID:

Dy. Director (Hort.)
Hort. Divn.- ____, DDA

TENDER APPLICATION FORM FOR DEPLOYMENT OF SECURITY GUARDS

Name of Work:-

- | | | |
|---|--|---|
| 1. Name of Applicant
(in block letters) | | Affix Passport size photograph of the tenderer (or his authorized representative) |
| 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) | | |

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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. PSARA No.

12. Service Tax/GST No.

13 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

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

- 15 i. Amount deposited on account of Earnest money amounting to Rs..... vide Unique transaction reference of RTGS/NEFT No..... dt..... on..... bank in favour of **Sr.AO/CAU/Hort./DDA, Account No. 01201110000010 with HDFC Bank, Laxmi Deep Building, Laxmi Nagar District Center, Delhi-110092 Branch (IFSC Code HDFC0000120). (Exemption for MSME registered with NSIC subject to uploading of proof of registration.)**

(Signature of Applicant with Rubber Stamp)

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

Date:

To,
The Dy. Director (Hort.),
Hort. Div.-____, DDA,

Sub: Acceptance of Terms & Conditions of Tender.

N.I.T. No:

Name of Work: -

Sub Head: -Deployment of Private Security Guards for watch & ward at site (Specialized work).

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 **GeM portal**.

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)

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INTEGRITY PACT

To

.....

N.I.T. No:**Name of Work: -****Sub Head: -**Deployment of Private Security Guards for watch & ward at site (Specialized work).

Dear Sir,

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

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

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

Yours faithfully

Dy. Director (Hort.)
 Hort. Div.- ____, DDA

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D.D (Hort.)/DDA

Dir. (Hort.) ____/DDA

INTEGRITY PACT

To

The Dy. Director (Hort.),
Hort. Div.-____, DDA,

Sub: Submission of Tender.**Name of Work: -****Sub Head: -**Deployment of Private Security Guards for watch & ward at site (Specialized work).

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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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 Dy. Director (Hort.)/Hort. Div.- ____, (Office of the Deputy Director, Horticulture division-___/DDA, _____) (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 include its successors and permitted assigns)

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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 M/o completed scheme of NA-II under _____.

Name of Work: -

Sub Head: -Deployment of Private Security Guards for watch & ward at site (Specialized work).

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

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

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

Article 1: Commitment of the Principal/Owner

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.

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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.
 3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 4. 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.
 5. 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 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate/ determine the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of

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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.

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

- 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 Contactor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period whichever is more and for all other bidders, till the Contract has been awarded.
- 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

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Dir. (Hort.) ____/DDA

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 intentions.
- 5) "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."

Article 8- LEGAL AND PRIOR RIGHTS

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

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

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

WITNESSESS:

1.

(Signature, name and address)

2.

(Signature, name and address)

Place:

Dated:-

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PERCENTAGE RATE TENDER AND CONTRACT FORM

Name of Work: -

Sub Head: -Deployment of Private Security Guards for watch & ward at site (Specialized work).

- i) To be submitted through E-Tendering up to 03.00 PM on _____.
- ii) **Opening of Bid:** - To be opened through E-Tendering on _____ 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. _____ is hereby forwarded through RTGS/NEFT in the account of **Sr.AO/CAU/Hort./DDA, Account No. 01201110000010 with HDFC Bank, Laxmi Deep Building, Laxmi Nagar District Center, Delhi-110092 Branch (IFSC Code HDFC0000120)** 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 Officer-in-Charge (Hort.) shall be free to forfeit the entire amount of earnest money deposit.”

* To be filled by the Dy. Director (Hort.)

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

Signature of witness

Name:

Address:

Occupation:

Signature of contactor

Name:

Address:

ACCEPTANCE

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

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

- i)
- ii)
- iii)

For & on behalf of Delhi Development Authority

Signature

Designation:

Dy. Director (Hort.)/Div-___

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D.D (Hort.)/DDA

Dir. (Hort.) ____/DDA

DELHI DEVELOPMENT AUTHORITY**CLAUSES OF CONTRACTS**

Name of Work: -

Sub Head: -Deployment of Private Security Guards for watch & ward at site (Specialized work).

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

- (i) **He/She/It should possess valid PSARA (Private Security Agencies Regulation Act, 2005) license which should be valid till last date of submission of tender.**
- (ii) **He/She/It should have valid ESI, EPF No., Permanent Account No., GST No. and TAN (TDS Account Number).**
- (iii) **He/She/It should have minimum annual turnover more than 30% of the estimate cost in each year for the last 03 financial years duly certified by Chartered Accountant.**
- (iv) **If, in the opinion of the officer inviting tender, there are reasonable and sufficient grounds to believe that there has been malafide on part of the bidder/contractor, by acts of omission or commission, like (but not limited to) giving false information, suppression of material facts or past instances or pending cases, negligence or intentional misconduct, he, by reason duly recorded in writing, can reject any or all the bids, and his decision in the matter shall be final.**

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

1. Before submitting the tender, the tenderer may inspect the site and satisfy him-self 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.
2. 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 work 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 received of application for the tenders.

- Similar nature means "Providing Security Personnel/Services".

Turnover: -

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The agency should have **annual turnover of more than 30%** of the estimate cost during the immediate last three consecutive financial years duly certified by the chartered accountant.

Profit /loss: -

The agency should not have incurred any loss in more than two years during the last five years ending 31st. March, 2023.

Net worth Certificate: -

The agency should submit Net worth certificate **w.r.t. latest audited balance sheet of minimum 10% of the estimated** cost put to tender issued by certified Chartered Accountants in FORM B-1 (Annexure-B).

3. A proof thereof should be uploaded with the Bid. The tenderer should be registered with the Department of G.S.T. and furnish a copy of registration with the tender.
4. The agency shall execute an agreement on non- judicial stamp paper of requisite value 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.
5. 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 make 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 make 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 to penalize the contractor, for not completing the work within the stipulated period under Clause-2 & 3 will be taken against the contractor, if he abandons the site after taking over the possession of the site from the Officer-in-charge. For taking action under Clause 2 & 3, 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 under Clause 2 & 3 of the agreement attracted even though the Contractor fails to sign the agreement on Rs.50/- non-judicial stamp paper but do 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 the possession of site. In case of tender for supply of material the documentary proof for start of work will be submission of samples for approval to Officer-in-Charge i.e. in case the supply order is given to the contractor and he fails to supply the materials or submit the samples to Officer-in-Charge then the action to be taken against the contractor is only the forfeiture of earnest money and if he submits the samples for supply and there after abandons the work or fails to supply the materials then action under Clause- 2 & 3 is attracted.
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The above condition shall come into force w.e.f. 01-01-2022.

6. (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 period of 7 Days from the date of issue of letter of acceptance. This period can be further extended by the Officer-in-Charge (Hort.), 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 Officer-in-Charge (Hort.) 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.
- (ii) 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.
- (iii) The Officer-in-Charge (Hort.), 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:

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Dir. (Hort.) ____/DDA

- a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Officer-in-Charge (Hort.), 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 Officer-in-Charge (Hort.), DDA.
- (iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the Performance Guarantee shall stand forfeited in full and shall be absolutely at the disposal of the DDA.
- (v) EMD shall be refunded to the L-1 agency after submission of required PG.

(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 2.5% of the gross amount of each running and final bill till the sum deducted will amount to security deposit of 2.5% of the tendered value of the work. 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 cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the DDA as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the DDA to make good the deficit.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security 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 Officer-in-Charge, 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 and the final bill of the contractor at the rates mentioned above. The security deposit as deducted above can be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lac subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lac. Provided further that the validity of bank guarantee including the one given against the earnest money shall be in conformity with provisions contained in clause 17 which shall be extended from time to time depending upon extension of contract granted under provisions of clause 2 and clause 5.

In case of contracts involving maintenance of building and services/any other work after construction of same building and services/other work, then 50% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately

Note-1: Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government paper would be ascertained by the Divisional 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.

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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.

Note-3: Note 1 & 2 above shall be applicable for both clause 1 and 1A

The security deposit of the contractor shall not be refunded before the expiry of twelve months (six months in the case of works costing 10 lakhs and below except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later.

7. Quoted rates should be inclusive of all taxes **EXCEPT GST** payable under respective statutes. DDA will not entertain any claim, whatsoever, in this respect. However, **GST** shall be reimbursed to the agency after production of valid proof of payment which are as follows:
1. GSTR-1 showing individual entries.
 2. GSTR-3B.
 3. Challan generated for the respective bills.
 4. Invoice raised against respective bill payment.
 5. Affidavit signed by notary.

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

(a) 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, Payment of gratuity act, 1972, ESI etc. and undertake to ensure compliance of all the statutory provisions of the aforesaid statutes for the time being in force governing the employer, employees 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 circumstances for non-compliance of the aforesaid statutory provisions or otherwise and the tenderer/ 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 privity 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 on monthly basis.

8. "The payment of monthly contracted amount shall be made on receipt of bill duly supported by attendance records of the personnel deployed by Agency. The bill should be submitted by 5th 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 duly authorization of the employee 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 employee of the agency/contractor.

The mechanism of marking of attendance including digital attendance through **facial recognition** etc. shall be decided by DDA and shall be binding on both parties. The DDA shall provide necessary infrastructure support in case Biometric Attendance is mandated. However, it shall be the responsibility of the agency to ensure adequate mobile devices are provided to staff, in case mobile app. based attendance is made mandatory. Any default in marking the attendance as per decision taken by DDA will attract penal action or marking of absenteeism, as the case may be.

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Dir. (Hort.) ____/DDA

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 Officer-in-Charge (Hort.).

9. 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. 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 be got verified from the Delhi police. The contractor will be solely responsible for the same.
10. The security personnel employed by the security Agency shall not have any claim for absorption in the services of the Delhi Development Authority and in no case they said security personnel shall be deemed to be employees of the Delhi Development Authority and shall remain the employees of the security Agency for all purposes whatsoever.
11. 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 as applicable during the period of claim.
12. **No running bill shall be paid for the work till the applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board, wherever applicable is submitted by the contractor to the Officer-in-Charge (Hort.).**
14. The duration of the contract shall be considered on basis of **NIT** and the same shall be extendable at the sole discretion of the Delhi Development Authority on such revised terms and conditions as may be agreed to and approved by the Competent Authority
15. The agency shall ensure complete prevention of trespassing, watch and ward services of the parks as stipulated in the NIT.
16. The agency shall deploy personnel for ensuring effective, efficient and fool proof prevention of trespassing, watch & ward services of the premises. Personnel shall be deployed in two shifts, which shall be got approved by the Officer-in-Charge.
17. The agency will have to provide personnel as aforesaid for prevention of trespassing watch and ward services throughout the period of contract. The agency shall be responsible to: -
 - i) Regulate all incoming and outgoing vehicles at within the parks; prevent trespassing of all unauthorized persons to the premises and to prevent the entry of cattle/stray dogs and driving out cattle/stray dogs and other animals out of the premises.
 - ii) Fire prevention and rapid response to risk of fire.
 - iii) Carry out rounds of supervision of personnel at pre-determined frequencies at regular intervals.
 - iv) Physical check of all gadgets, equipment's, fittings, building related item, pumps, machinery and other inventory items etc. available in the in the parks and any other duty, which may be specifically assigned by the Officer-in-Charge (Hort.). Special care should be taken towards DG set, sub-station and other equipment's etc. available in the parks.
 - v) Ensure no theft / pilferage in the parks.
 - vi) Any other duty, which may be specifically assigned by the by Officer-in-Charge (Hort.).
 - vii) The agency will display daily duty roaster and strength of staff in his park on the notice board.
18. The personnel deployed by the agency shall attend duty in proper uniform, which shall be provided by the firm. The pattern and colour of the uniform provided by the Agency shall be approved by the Officer-in-Charge (Hort.). 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 and name tab, which shall be properly pinned on the shirt. Any of deployed personnel without uniform shall be deemed absent and necessary deductions shall be made out of dues of the Agency.

All Security Guards will carry the following items in person while performing their duties: -

- a) Torch (during night shift).
- b) Baton
- c) Whistle

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- d) Mobile/walkie-talkie set.
- e) **Security guards at the sites having water bodies, lake etc.** must be good swimmers, so that rescue operation, if any to be carried out in case of urgency. Moreover, the agency must provide items for the rescue operation i.e tube, rope, life jackets etc.

19. 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 department. 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 the prevention of trespassing and watch and ward any security surveillance services of the premises, shall be made available by the agency immediately. The Officer-in-Charge (Hort.) 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 Security Personnel.

20. The agency shall furnish a certificate to the effect every month that all benefits to employees i.e. wages, bonus, PF, ESI, Gratuity, etc. as per the provisions of law applicable under Minimum Wages Act of NCT Delhi have been complied with.

21. 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 park, which shall be approved by Officer in-Charge.

22. The overall control and supervision of the personnel deployed by the agency for prevention of trespassing watch and ward services in the parks shall remain vested with the DDA whose officials shall from time to time inspect the deployment and issue instructions for redeployment/strengthening of any vulnerable area in the parks.

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. Persistent failure to implement the instructions on more than three occasions will render the contract liable to be terminated without prior notice. Decision of Director (Hort.) 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 or Complex.

b) The agency shall not cause or permit to cause any damages to the parks and any loss/damage if found due to it/its deployed staff negligence, shall be borne and paid by the Agency. The decision of the Officer-in-Charge (Hort.) shall be final and binding and shall not be questioned before any court or other forums.

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 Shop and Establishment Act. Minimum Wages Act/Labour Laws and those of any other law made from time to time and the rules & regulations made under DDA.

22. (a) That the dealing/demeanour of the agency and its personnel with visitor 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 Officer –in-Charge in this regard shall be final and binding.

23. That the agency shall have no right to display or exhibit any pictures, poster, 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.

24. 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.

25. That the agency would be required to sign the inventory of the fittings and fixture, equipment's available at the premises at the time of entering into the contract and will ensure their protection. The agency shall be informed of any subsequent additions to

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- inventory after the award of contract and the inventory will be taken back in workable condition after expiry of the contract period.
26. That the agency shall be responsible for all damages or loss of property due to the reasons for it or its servants 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, earth quake or any other natural calamities beyond his control. The decision of Officer-in-Charge (Hort.) 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 who should be capable of performing the duties of security with good health. Any employee found unfit will be replaced by the agency immediately. The age of guards employed by the agency shall not be less than 18 years & not more than 50 years except Ex-Servicemen.
 28. That the agency shall not allow any other person to use the parks, or any Part thereof.
 29. 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 **Director (Hort.)** 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 fitting or fixtures within three weeks or such demise of the contractor.
 30. THAT on completion of the period of the contract or on prior determination thereof, the agency shall peacefully remove its materials 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 his security deposit, thereafter the material shall stand forfeited to the DDA.
 31. 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.
 32. DDA shall have no concern, liability or responsibility respecting any dispute between the agency and the staff deployed by it.
 33. THAT the agency shall be responsible to take all the necessary steps and precautions to prevent any mishap /accident/loss of the life owing to any negligence on the part of the agency or its staff. The agency shall 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 the life occurring in the premises.
 34. THAT any misrepresentation of suppression of any facts on the part of the agency shall render the contract liable for cancellation.
 35. That the security deposit tendered by the tenderer shall be released on furnishing a certificate that up to date dues / wages of the staff / labour, so engaged by the Agency have been cleared and no dispute/claim is pending on the said account in any Court of Law/Forum. No interest shall be payable on the amount of security deposit. That the decision of **Director (Hort.)** in regard to interpretation of the terms and conditions shall be final and binding and shall not be called in question any proceedings before any court or forum.
 36. That all or any of the powers and rights exercisable by DDA in respect of contract shall also be exercisable by Officer –in-Charge and Agency shall not have any objections whatsoever in respect thereof.
 37. 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.
 38. 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 Officer-in-Charge (Hort.) and the agency shall have no objection whatsoever in this respect.

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39. 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.
40. Debarred / blacklisted agency shall not be permitted to participate in tendering process. If it is found that debarred/blacklisted agency has applied, his earnest money will be forfeited absolutely.
41. 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 is also liable to be debarred.
42. The experience of agencies should be taken into account rather than individual incorporate with the agencies which does not include proprietorship.
43. In case the lowest tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of schedule of quantities, but the revised quoted rate should not be higher than their respective original rate quoted already at the time of submission of the tender. The lowest tender shall be decided on basis of revised offer.
- In case the lowest tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors is same, then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub-sections/sub-heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.
- If the revised tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Director(Hort.), Dy. Director (Hort.) in charge of the work.
- In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.
- In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, the tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.
- Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rates of any items than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the retendering process of the work.
44. The rate quoted shall not be less than minimum wages as notified by Govt. of NCT of Delhi. In case the rates quoted are less than the minimum wages as notified by the GNCTD, his tender will not be considered and action as deemed fit can be initiated by DDA against the agency and the agency can also be debarred for tendering etc. in DDA.
45. ESI & EPF contribution. The ESI and EPF contributions on the part of employer in respect of this contract shall be paid by the contractor. These contributions on the part of the employer paid by the contractor shall be reimbursed to the agency.
46. Revision of Rate by GNCTD: That during the contractual period, if the GNCTD rates for skilled /semiskilled /non-skilled labour are revised, the additional increased amount shall be payable to the agency for onward payment to the engaged labours after it is approved by Competent Authority.
47. That before releasing payment to the agency, the DDO concern shall ensure that the Service Tax has been deposited by the agency with Service Tax Department in the form of valid challan containing necessary particulars of the agencies. The agency will submit the receipt of Service Tax pertaining to the earlier payments made to him, with the bill for making next payment.

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48. If any tenderer withdraws his tender before the expiry of validity period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of tender which are not acceptable to the department, then the DDA shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the tendering process of the work.
49. If the contractor withdraws his offer immediately after the award of work, the Earnest Money deposited by the Contractor shall be forfeited absolutely and action as deemed fit shall be taken by the department against the contractor.
50. In case of forfeiture earnest money as prescribed above the tenderer shall not be allowed to participate in the re-tendering process of the work.
51. There should be no relationship between the contractor and officer/officials working in the concerned Division. In case of any concealment of facts, necessary action will be initiated against the agency as per terms & conditions of CRB, DDA.
52. The firm/agency on award of the contract would train the existing security guards as required in the PSARA Act under their arrangements.
53. Based on real time feedback of visitors and staff of DDA as and when a deficiency of service is noticed, the same will be intimated to the agency/contractor for rectification. In case there is no improvement/rectification within 24 hours of intimation proportionate deduction, as approved by the Competent Authority, shall be made from the agency/contractor.
54. 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 Officer-in-Charge (Hort.) 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.

55. **When Contract can be Determined**

Subject to other provisions contained in this clause, the Officer-in-Charge (Hort.) may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, non-performance of duties by security guards/security supervisors, any claims for damages and/or any other breaches of this contract and without prejudice to any right or remedies under any provisions 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 Officer 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 Officer-in-Charge (Hort.) 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) (a) 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 Officer-in-Charge (Hort.), the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchases or procured any materials or entered into any engagements 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

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thereof or actually performed under this contract unless and until the Officer-in-Charge (Hort.) has certified in writing 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.

ii) 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 notice 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.

56. The agency shall develop mobile application for uploading of photographs and complaints by visitors / DDA Staff. The complaint is to be attended by the agency within 10 days along with photographs on mobile application. If the same is delayed, then a penalty of Rs.500/- per day shall be levied upon the agency. Mobile application shall be linked to DDA Portal.
57. If any security guard employed by the contractor is found absent on a particular time and date, an amount @ Rs. 1000/- per job shall be recovered from the contractor's bill on this account.

58. Computerized Measurement Book

Officer-in-Charge (Hort.) shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract.

All such measurements and levels recorded by the contractor/agency or his authorized representative from time to time, during the progress of the work, shall be got checked by the contractor/agency from the Officer-in-Charge (Hort.) or his authorized representative as per interval or program fixed in consultation with Officer-in-Charge or his authorized representative. After the necessary corrections made by the Officer-in-Charge (Hort.), the measurement sheets shall be returned to the contractor/agency for incorporating the corrections and resubmission to Officer-in charge for the dated signature by the Officer-in-Charge (Hort.) and the Contractor/Agency or their representative in token of their acceptance.

Whenever bill is due for payment, the contractor/agency would initially submit draft computerized measurement sheets and these measurements would be got checked / test checked from the Officer-in-Charge (Hort.) and / or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks / test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its page's machine numbered. The Officer-in-Charge (Hort.) and / or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks / test checks.

The final, fair, computerized measurement book given by the contractor/agency, duly bound, with its page's machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor/agency shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The contractor/agency shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The contractor/agency shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its page's machine numbered along with two spare copies of bill. Thereafter, this bill will be

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processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The contractor/agency shall without any extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurement / levels by the Officer-in-Charge (Hort.) or his representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The contractor/agency shall give not less than seven days' notice to the Officer-in-Charge or his authorized representative-in-charge of the work before covering up or otherwise placing beyond the reach of checking and / or test checking the measurement of any work in order that the same may be checked and / or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and / or test checking measurement and shall not cover up and place beyond the reach of measurement any work without consent in writing of the Officer-in-Charge (Hort.) or his authorized representative-in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and / or test checking measurement without such notice having been given or the Officer-in-Charge (Hort.) consent being obtained in writing, the same shall be uncovered at the contractor's/agency's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Officer-in-Charge (Hort.) or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor/agency and all provisions stipulated herein above shall be applicable to such checking of measurement or levels.

It is also a term of this contract that checking and / or test checking the measurements of any item of the work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor/agency from liabilities from any over measurements or defects noticed till completion of the defects liability period.

59. Settlement of Disputes & Arbitration

"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."

60. Compensation for Delay

If the contractor fails to maintain the required progress in terms as per relevant clauses of this document or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the DDA on account of such breach, pay as agreed compensation the amount

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calculated at the rates stipulated below as the Authority specified in Schedule (whose decision in writing shall be final & binding) may decide on the amount of tendered value of the work for every completed day/month (as applicable) that the progress remains below that specified in **Clause 61** or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

- i) Compensation @ 1.5% per month of delay to be
for delay of work computed on per day basis

Provided always that the total amount of compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work or of the Tendered Value of the item or group of items of work for which a separate period of completion is originally given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the DDA. In case, the contractor does not achieve a particular, milestone, or the re-scheduled milestone(s), **as per relevant clauses of this document**, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With holding of amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

61. Time and Extension for Delay

The time allowed for execution of the Works as specified in the Schedule or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in letter of acceptance or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, DDA shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

61.1 As soon as possible after the Contract is concluded the Contractor shall submit a Time and Progress Chart for each milestone and get it approved by the Officer In-Charge (Hort.). The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Officer In-Charge (Hort.) and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate program has been agreed upon) complete the work as per milestones given in Schedule.

61.2 If the work(s) be delayed by:

- i) force Majeure, or
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- ii) abnormally bad weather, or
- iii) serious loss or damage by fire, or
- iv) civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v) delay on the part of other contractors or tradesmen engaged by Officer In-Charge (Hort.) in executing work not forming part of the Contract, or
- vi) non-availability of stores, which are the responsibility of DDA to supply or
- vii) non-availability or break down of tools and Plant to be supplied or supplied by DDA or
- viii) any other cause which, in the absolute discretion of the authority mentioned in Schedule is beyond the Contractor's control.

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Authority as indicated in Schedule but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Officer In-Charge (Hort.) to proceed with the works.

61.3 Request for rescheduling of Milestones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form to the Authority as mentioned in schedule 'F'. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

61.4 In any such case the authority as indicated in Schedule may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the authority as indicated in schedule in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the authority as indicated in schedule and this shall be binding on the contractor.

61.5 In case the work is delayed by any reasons, in the opinion of the Officer In-Charge (Hort.), by the contractor for reasons beyond the events mentioned and beyond the justified extended date; without prejudice to right to take action **as per relevant clauses of this document**, the Officer In-Charge (Hort.) may grant extension of time required for completion of work without rescheduling of milestones. The contractor shall be liable for levy of compensation for delay for such extension of time.

62. Deviations/Variations Extent and Pricing

62.1 The Officer In-Charge (Hort.) shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Officer In-Charge (Hort.) and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided

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therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

The completion cost of any agreement for Maintenance works including works of up gradation, aesthetic, special repair, addition/alteration should not exceed 1.25 times of Tendered amount. Any further deviation beyond this limit upto 1.5 times of tendered amount shall be approved by the authority mentioned in schedule 'F' with recorded reason and in exceptional case, ADG shall have full power to approve the deviation beyond 1.50 times of tendered amount with recorded reason and take suitable corrective action.

62.2

A. For Project and original works:

In the case of extra item(s) (items that are completely new and are in addition to the items contained in the contract), the contractor may within fifteen days of receipt of order or occurrence of the item(s) supported by proper analysis, for the work and the Officer In-Charge (Hort.) shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

B. For Maintenance works including works of upgradation, aesthetic, special repair, addition/alteration:

In the case of Extra item(s) being the schedule items (Delhi Schedule of Rates Items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/below quoted contract amount.

Payment of Extra items in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

A. For Project and original works:

In the case of substituted items (items that are taken up with partial substitution or in lieu of items of work in the contract), the rate for the agreement item (to be substituted) and substituted item shall also be determined in the manner as mentioned in the following Para.

a) If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

b) If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

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B For Maintenance works including works of up gradation, aesthetic, special repair, addition/alteration:

In the case of Substitute item(s) being the schedule items (Delhi Schedule of Rates items), these shall be paid as per the schedule rate plus cost index (at the time of tender) plus/minus percentage above/below quoted contract amount.

Payment of Substitute in case of non-schedule items (Non-DSR items) shall be made as per the prevailing market rate.

A. For Project and original works:

In the case of contract items, substituted items, contract cum substituted items, which exceed the limits laid down in schedule F, the contractor may within fifteen days of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities the Officer In-Charge (Hort.) shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/alteration:

In the case of contract items which exceed the limits laid down in schedule F, the contractor shall be paid rates specified in the schedule of quantities.

62.3 A. For Project and original works:

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the limits laid down in Schedule F, and the Officer In-Charge (Hort.) shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration and reply received from him within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

B. For Maintenance works including works of up gradation, aesthetic, special repair, addition/alteration:

In case of decrease in the rates Prevailing in the market of items for the work in excess of the limits laid down in Schedule F, the Officer In-Charge (Hort.)s shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from his within fifteen days of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of fifteen days having regard to the market rates.

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63. Foreclosure of Contract due to Abandonment or Reduction in Scope of work

If at any time after acceptance of the tender, DDA shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Officer In-Charge (Hort.) shall give notice in writing to that effect to the Contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and, in addition, a reasonable amount as certified by the Officer In-Charge (Hort.) for the items hereunder mentioned which could not be utilized on the work to the full extent in view of the foreclosure:

- i) Any expenditure incurred on preliminary site work, e.g. temporary access roads, temporary labour huts, staff quarters and site office; storage accommodation and water storage tanks.
- ii) DDA shall have to option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided, however, DDA shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by DDA, cost of such materials as detailed by Officer In-Charge (Hort.) shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- iii) If any materials supplied by DDA are rendered surplus, the same except normal wastage shall be returned by the contractor to DDA at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, cost of transporting such materials from site to DDA stores, if so required by DDA, shall be paid.
- iv) Reasonable compensation for transfer of T & P from site to contractor's permanent stores or to his other works, whichever is less. If T & P are not transported to either of the said places, no cost of transportation shall be payable.
- v) Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary.

The contractor shall, if required by the Officer In-Charge (Hort.) furnish to him books of account, wage books time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by the DDA as per item (ii) above. Provided always that against any payments due to the contractor on this account or otherwise, the Officer In-Charge (Hort.) shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the DDA from the contractor under the terms of the contract.

Dy. Director (Hort.)-____
Delhi Development Authority

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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 undertakes 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).

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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 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)

A_____
 C_____
 CS_____
 OW_____
 D_____

D.D (Hort.)/DDA

Dir. (Hort.) ____/DDA

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) Bidders registered in Contractor’s Registration Board (CRB) of DDA are required to pay the e-tendering annual charges as under:

S. No	Class of Contractor	Amount to be paid p.a.
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/2017/284 dated 06-06-2017 issued by Secretary (CRB)

DDA

Sr. No.	Cost of Work	E-tendering fees
1.	up to Rs.15.00 Lacs	Rs.6000/- + GST as applicable
2.	Above Rs.15.00 Lacs to 20.00 Crores	Rs. 20,000/-+ GST as applicable
3.	Above Rs.20.00 Crores	Rs. 50,000/-+ GST as applicable

The fee for the CRB registration is to be deposited in the account of CRB/DDA and not in the account of Sr. AO/DDA. The account details of CRB/DDA is as under:

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 contact details. Bidder should take into account the corrigendum published before submitting the bids online.

A _____
C _____
CS _____
OW _____
D _____

- 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.

A _____
 C _____
 CS _____
 OW _____
 D _____

- 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 be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 28) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 29) The confidentiality of the bids is maintained since the secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 30) The bidder should logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.
- 31) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 1800-419-3436.

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.

A_____
C_____
CS_____
OW_____
D_____

D.D (Hort.)/DDA

Dir. (Hort.) ____/DDA

B.O.Q.

Name of Work:

Sub Head:- Deployment of private security guards for 365 days at site.

S. No.	DESCRIPTION OF ITEMES	QUANTITY	UNIT	RATE (Rs)	AMOUNT (Rs)
	Provision of security guards for round the clock security with gun for watch & ward of Government premises and it's all belongings by deploying neatly dressed security guards in 8 hour's shift including necessary T & P like torch, lathi and uniform etc. complete as per the direction of Officer-in-charge (One job means 8 hour's duty).		Nos. Job	Each Job/ Per Day	
1	Providing round the clock security guard without gun for watch and ward of govt. premises and it's all belongings by deploying neatly dressed security guards in 08 hour's shift including necessary T& P like torch, lathi and uniform etc complete as per the direction of Officer-in-charge. (One job means 8 hour's duty). Security guard without gun (skilled)		Nos. Job	Each Job/ Per Day	
2	Provision of providing ex-service man (Minimum rank of Naib Subedar) from military/ Para military forces as security guards for round the clock security for watch & ward of Government premises and it's all belongings by deploying neatly dressed security guards in 8 hour's shift including necessary T & P like torch, lathi and uniform etc. complete as per the direction of Officer-in-charge (One job means 8 hour's duty).		Nos. Job	Each Job/ Per Day	
Total					.75

A _____
C _____
CS _____
OW _____
D _____

D.D (Hort.)/DDA

Dir. (Hort.) ____/DDA

Delhi Development Authority
Horticulture Division No. _____

Details of Private Security Guards in Hort. Division-____/DDA at various sites.

S. No	Name of Scheme	Area in Acres	I Shift	II Shift	III Shift	Total
			6 AM to 2 PM	2 PM to 10 PM	10 PM to 6 AM	
1						
2						
3						
4						
5						
	Total					
Total Security Guards ____ Nos. Per Day in Three Shifts						

D.D. (Hort.)

Dir. (Hort.)- ____

A _____
 C _____
 CS _____
 OW _____
 D _____

D.D (Hort.)/DDA

Dir. (Hort.) ____/DDA

DELHI DEVELOPMENT AUTHORITY

Name of Work:-

Sub Head: - Deployment of Private Security Guards for watch & ward at site (Specialized work).

Terms & Conditions

1. The Agency would engage ____ Nos. of skilled (In accordance with PSARA) and ____ Nos. of highly skilled private security guards (**Ex-service man**) per day in shifts as decided by Officer of Horticulture department, as may be assigned to supervise the said work by the competent authority of DDA.
2. The Agency would be responsible for ensuring due verification before quoting the rates. The rate once quoted would final and binding, and agency would not be allowed to make any representation on the site condition etc. once it has submitted the bid.
3. If the agency quotes rate below.....11%of the estimated cost of the tender, its bid will not be considered and will be rejected (EMD will be forfeited).
4. The rate should be quoted in both words and figures, including all applicable taxes.
5. In case the lowest rates are quoted by **more than one bidder**, selection of L-1 shall be done through **GeM**. (in presence of bid opening committee), then in order to arrive at a decision.
6. The Security Guards should be able to read and write in Hindi and English.
7. The security guard shall be posted at site in three shift (1st shift 6:00 AM to 2:00 PM, 2nd shift 2:00 PM to 10:00 PM and 3rd shift 10:00 PM to 6:00 AM) or as decided by the Officer-in-Charge (Hort.). The deployment shall be for all days during the month without any break and it will be the responsibility of the agency to provide immediate replacement, in case the guard deployed has to be given leave or is absent for any reason whatsoever including the period of rest as may be prescribed by the agency as per the terms of engagement.
8. The security guards deployed by the agency shall wear proper ironed uniform, with badges displaying their name and designation, supplied by the agency at its own cost whenever on duty in the premises. If any security guard found unsuitable to perform duty with desired standards for the work, same shall be replaced by the agency within 24 hours on the direction of Officer-in-Charge (Hort.).
9. The security guards shall also be given photo identity cards by agency displaying their name, father's name, address, date of birth, name of the agency with address and telephone number at site. No security guard will be allowed to enter the site without identity card. **The cost of photo identity cards shall be borne and paid by the agency on its own cost.**
10. If any Security Guard/Supervisor/Manager found drunken during duty hours a penalty of Rs. 5,000/- per person shall be imposed on the agency and such person shall not be allowed to work on the roll of agency in future. It will be responsibility of agency to ensure discipline and conduct of deployed security guard/supervisor/manager. Any misconduct or drunkenness or any other inappropriate behaviour including any direct or indirect damage to the premises shall solely be the responsibility of the agency. DDA shall absolved of any responsibility due to the conduct/negligence of any guard and on/off duty. 03 or more

cases of drunkenness or inappropriate behaviour of guards during the period of engagement of the agency shall give DDA the sufficient ground to terminate the security guard(s) and to forfeit the security deposit.

11. The security personnel shall be duly trained in Fire Safety Operations. They should also be trained to operate various fire control equipment.
12. Any incidence of fire/accident due to drowning, dispute between two persons or group leading to body offences etc. shall be reported by the guard to the police/officer-in-charge, within 02 hours of occurrence, failing which, a penalty of Rs. 5000 per incidence be levied upon the agency. Further in case of 3 or more such defaults during the period of engagement of the agency, contract shall be liable to be terminated. Also, the agency will bear the cost of any challan received on this account from any of the Authority.
13. The agency shall submit a copy of the identity card of private security guards with Aadhar Card/Voter ID Card and Police verification report to Officer-in-Charge within one-month of deployment, otherwise the penal recovery of Rs. 1000/- per day per guard will be deducted from bill of the agency.
14. The Agency shall be responsible for total safeguard of life and property belonging to DDA and shall not permit theft, damage of street furniture, M.S. fencing, plants, lawn etc., trespassing, unauthorized construction, encroachment, incident in lake & wild-life, birds, and riots etc. on site. In case of any such damage or theft, the agency shall be liable to restore/replace within 48 hours or else the damages shall be levied from the agency, as established by a team of DD(Hort.)/EE of the area concerned.
15. The agency shall maintain a proper register for handing over/taking over of duty during the change of duty of Security Guards in each shift.
16. All Security Guards shall be smart & active, and will carry the following items in person while performing their duties: -
 - (a) Torch (during night shift).
 - (b) Bamboo Stick.
 - (c) Whistle.
 - (d) Mobile handset with internet connection and tracking system.
 - (e) Equipment for extinguishing the minor fire

The cost of above said items shall be borne and paid by the agency on its own cost.

17. Security guards at the sites having water bodies, lake etc. must be good swimmers, so that rescue operation, if any to be carried out in case of urgency. Moreover, the agency must provide items for the rescue operation i.e tube, rope, life jackets etc. **The cost of above said items shall be borne and paid by the agency on its own cost.**
18. The workers proposed to be deployed by the Agency for providing services envisaged hereunder shall be subject to the screening by the Officer-in-Charge or Officer nominated by employer to ascertain their antecedents, suitability and skills. The Agency, before deployment of the employees, shall furnish their complete credentials to Dy. Director (Hort.) to obtain his approval. DDA reserves the right to accept or reject the worker if considered necessary, before giving such approval.
19. The DDA reserves the right to ask Agency to remove any of his employees, without assigning any reasons/notice thereof. The Officer In-Charge (Hort.) shall be at liberty to object to and require the agency to remove from the works any person who in his opinion misconducts himself, or is incompetent or negligent in the performance of his duties or whose employment is otherwise considered by the Officer In-Charge (Hort.) to be undesirable. Such person shall not be employed

again at works site without the written permission of the Officer In-Charge (Hort.) and the persons so removed shall be replaced immediately by competent substitutes.

20. The Labour license under the provisions of Contract Labour (Regulation and Abolition) Act. (1970) will be obtained on the prescribed Proforma by the agency from the office of the concerned Regional Labour Commissioner within two (02) months after the date of award of work by DDA, failing which the award of work is liable to be cancelled / terminated. A certified copy of labour license should be made available to DDA by the agency within two (02) months' times.
21. 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 GNCTD or required under the Labour Act.
 - a) 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.
22. The agency 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 Agency's employees and discharge all other obligations concerning thereto. The Agency shall furnish adequate proof as ECR to concerned officer in charge in this regard. All such responsibilities and obligations, whether specified herein or not, shall be the responsibility of the Agency.
23. It is mandatory for the Agency to pay minimum wages as fixed by GNCTD. If any statutory dues like ESI, EPF, Bonus, etc. paid by the agency then he has to submit the proof of ESI and EPF of ECR contribution/deposit, after satisfaction the same will be reimburse to the agency by the DDA.
24. The Agency shall be responsible for the prevention of dumping of debris/garbage in area of DDA properties under their control. If debris/garbage found dumped in the area, cost for its removal shall be recovered from the agency. The cost so determined by the concerned team of DD(Hort.) and EE shall be final and binding.
25. All labour liabilities will be borne by the agency during maintenance period. DDA will not have any responsibilities of the deployed labour. The agency will pay compensation to the labour for any miss-happening occurred during the execution of work.
26. That the agency shall comply with the statutory provisions of Contract Labour (Regulations & Abolition) Act. 1970; Employees State Insurance Act, Workman's Compensation Act, 1923; Payment of Wages Act 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938, Maternity Benefit Act and/ or any other Rules/ Regulations and/ or Statutes that may be applicable to them.

27. DDA is not responsible for any litigation with labour in any Court of Law. The agency 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.
28. If any defect and damage occur in garden features, the same shall be replaced within 07 days, by the same specification and same nomenclature by the agency at his own cost.
29. 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 debarred for two years.
30. 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 debarred for two years.
31. The persons engaged by the Agency for this work should not cause any obstruction to the office work. They should be cordial, polite, cooperate and well behaved.
32. 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 Agency including their belongings while entering / leaving the premises, if felt necessary, with the help of police.
33. The agency along with his agents, representative or employees will be allowed to enter into the premises for the purpose of rendering the said service. The Agency will be responsible for any loss, damages or theft caused to DDA by Agency's agent, representatives or employees while rendering the said services which will be recovered from the Agency.
34. The employees of the Agency shall not be allowed to put any labour hut in the premises.
35. The mechanism of marking of attendance including digital attendance through facial recognition etc. shall be decided by DDA and shall be binding on both parties. The DDA shall provide necessary infrastructure support in case Biometric Attendance is mandated. However, it shall be the responsibility of the agency to ensure adequate mobile devices are provided to staff, in case mobile app. based attendance is made mandatory. Any default in marking the attendance as per decision taken by DDA will attract penal action or marking of absenteeism, as the case may be.
36. The DDA reserves the right to cancel any tender without assigning any reason.
37. **PSARA License:** - The agency should possess PSARA (Private Security Agency Regulation Act 2005) License issued by Ministry of Home Affairs and furnish a copy of registration with the tender. PSARA license should be valid till the last date of submission of tender.
38. If any security guard employed by the agency is found absent on a particular time and date, an amount @ **Rs. 1000/-** applicable per job shall be recovered from the agency's bill on this account.
39. The DDA is not responsible for any litigation with private security guards in Court of Law & agency will settle the matter on his own risk and cost.
40. Security guard deployed on patrolling in park premises should be provided the bi-cycle. **The cost of bi-cycle shall be borne and paid by the agency on its own cost.**