

## दिल्ली विकास प्राधिकरण उप-निदेशक कार्यालय, उद्यान खण्ड – तृतीय बी2बी, जनकपुरी, नई दिल्ली-110058



संख्या. F54 (10) DD/Hort. III/DDA/2024-25/ १५५

दिनाँक: 03/9/2024

To

M/s WELL PROTECT MANPOWER SERVICES PVT. LTD. F-2, 2<sup>ND</sup> FLOOR, KHASRA NO. 737/3 & 737/6, NEAR MCD SCHOOL, MAIN 100 FUTA ROAD, BURARI, DELHI-110084

Name of work: M/o complete scheme of N/A – II under SWZ.

M/o various Scheme of Hort. Div.-III/DDA of following sites/parks:

- 1. M/o DDA land as green surrendered by Swatantra Bharat Mill.
- 2. M/o DDA land as green surrendered by SEIL India Ltd.
- 3. M/o DDA Land as green HIL.

Sub Head: Deployment of Private Security Guard at site for 210 days.

**Ref.**: FDR S.No. 378670 and A/c No. 140174326801/1 dated 30-08-2024 Amount Rs. 2,87,170.00/- From Canara Bank, G-37, Dilshad Colony, Dilshad Garden, New Delhi-110095.

दि.वि.प्रा की ओर से उपर्युक्त कार्य के लिए आपके द्वारा उद्धृत मद/प्रतिशत दर निविदाएं निम्नानुसार स्वीकार की गई

अनुमानित लागत : ₹ 64,53,266.00/-ठेकेदार उद्धत राशि : ₹ 57,43,407.00/-

स्वीकृत निविदा राशि : ₹ 57,43,407.00 (रु सत्तावन लाख तैंतालीस हजार चार सौ सात केवल)

**निविदा का प्रतिशत ः** 11.00% (अनुमानित लागत से नीचे).

समय की अनुमति : 210 दिन

खंड (clause)-12 के प्रयोजन हेतु ली जाने वाले मद/कार्य डी.एस.आर-2020/बाजार दरों के आधार पर 11.00% नीचे है। आपसे अनुरोध है आप इस कार्यालय में रु 100/- के गैर-न्यायिक स्टाम्प पेपर के साथ इस पत्र के जारी होने की तारीख से दस (10) दिनों के भीतर औपचारिक समझौते पर हस्ताक्षर करने के लिये उपस्थित हों अन्यथा कार्य की स्वीकृति के वापस लेने की संभावना है, और बयाना राशि पूरी जब्त कर ली जाएगी। अतः आपको अनुरोध है कि आप इस कार्यालय के सह. निदेशक-। से संपर्क करें तथा कार्य शीघ्र प्रारंभ करें। कृपया ध्यान दें, इस कार्य को करने की अविध जैसा की निविदा फार्म में दर्शाया है, इस आदेश पत्र के जारी होने के दसवें दिन के बाद से मानी जाएगी। आपका दिनांक 30/08/2024 को लिखित पत्र समझौते का हिस्सा होगा।

उप. निदेशक (उद्यान) उद्यान खण्ड-३, दि.वि.प्रा

## Copy to:

- 1. Director (Hort.) NW, DDA.
- 2. Dy. Director (QC) III, DDA.
- 3. A.O. (W) II, DDA.
- 4. A.O. (CAU) Hort., DDA.
- 5. Dy. Dir. Hort. II, V, VIII & Dwarka, DDA.
- 6. Income Tax Commr. W No. \_\_\_\_New. Delhi
- 7. A.D.-I & A.D.(P), Hort. Div. III, DDA.
- 8. Comm. Sale Tax. NCT Delhi.
- 9. File Concern.
- 10. Agreement File.
- 11. DDA website https://eprocure.gov.in/eprocure/app or www.dda.org.in or cppp-nic@nic.in

उप. निदेशक (उद्यान) 03,109,12 प उद्यान खण्ड-3, दि.वि.प्रा

Tender Inviting Authority: Delhi Development Authority

Help

Name of work: Mio complete scheme of N/A- II under SVVZ.
Mio Various Scheme of Hort Div -III/DDA of following sites/parks:
1. Mio DDA land as green surrendered by Swatantra Bharat Mill
2. Mio DDA land as green surrendered by SEIL india Ltd
3. Mio DDA Land as green HIL.
3. Mio DDA Land as green HIL.
Sub Head: Deployment of Private Security Guard at site for 210 Days

red & Seven Only	ıd Four Hundr	Three Thousan	ty Seven Lakh Forty Three Thousand Four Hundred & Seven Only	INR Fifty	Quoted Rate in Words	Quoted Ra
Three Thousand Four Hundred & Seven Only		11.00%	Less (-)		Quoted Rate in Figures	Quoted Ra
5743407 INR Fifty Seven Lakh Forty	5743407					
Eight Thousand Four Hundred & Eight Only					ures	Total in Figures
6453266.00 INR Thirty Nine Lakh Ninety	6453266.00					
3998408.00] INR Thirty Nine Lakti Ninery Eight Thousand Four Hundred & Eight Only	3998408.00	1057.78	Per Unit	3780.000	Providing round the clock highly skilled private security guard without gun for watch & ward of Government Providing round the clock highly skilled private security guards in 8 hour's shift including premises and its 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 Engineer-in-charge. Private security guards: 18 Nos. x 210 days=3780 Unit/Jobs.	2
Eight Only	m				premises and its all belongings by deploying neatly dressed security guards in 8 nour s sinc inclusions premises and its all belongings by deploying neatly dressed security guards in 8 nour s sinc inclusions premises are T&P like torch, lathi and uniform etc. complete, as per the direction of Engineer-in-charge. Private necessary T&P like torch, lathi and uniform etc. complete, as per the direction of Engineer-in-charge. Private security guards: 12 Nos. x 210 days= 2520Unit/Jobs.	-
Thousand Eight Hundred & Fifty	Z454858.00 II	974.15	Each Job	2520.000	Providing round the clock skilled private security guard without gun for watch & ward of Government	
Twonty Equir Lakh Eiffy Four		OT .	4	ω		
7						,
						No.
In Words .	Rs. P In			diam'r.	Item Description	S.
STAL AMOUNT	TOTAL AMOUNT TOTAL AMOUNT	Rate in TO	Units	Ouantity	TEXT#	NIMBER #
TEXT#	NUMBER #	NUMBER	TEXT#	NUMBER #		
liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and	s are allowed to el	his tender. Bidders	is liable to be rejected for th	: ımns, else the bidder	PRICE SAFERMENT.  (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is Values only)	(This BOO
						the Bidder/ Bidding Firm /
					WELL PROTECT MANPOWER SERVICES PVT LTD	
					22/Dy Director/HortIII/DDA/2024-25; Estimated Cost: Rs. 64,53,266/-	NIT No:
					FIGURE CO. CO.	Sub Head. Deployment of

Hort. Division-3 D.D.A.

Name of Work: - M/o complete scheme of N/A- II under SWZ.

M/o Various Scheme of Hort. Div. -III/DDA of following sites/parks:

- 1. M/o DDA land as green surrendered by Swatantra Bharat Mill.
- 2. M/o DDA land as green surrendered by SEIL India Ltd.
- 3. M/o DDA Land as green HIL.

Sub Head: Deployment of Private Security Guard at site for 210 Days.

## **Terms & Conditions**

- 1. The Agency would engage 12 Nos. of skilled and 18 Nos. of highly skilled private security guards (Ex-service man) per day in shifts as decided by Officer-in-Charge (Hort.).
- 2. The Agency is requested to inspect the site before quoting the rates and if there is any doubt, then the agency can visit the office in order to clarify the doubts.
- 3. If the agency quotes rate below......11% ........of the estimated cost of the tender, his 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 quoted by the bidders are same, then in order to arrive at a decision, a draw of lots shall be carried out by a committee comprising of Director (Hort.), concerned Deputy Director and Finance Officer of the zone in the presence of such bidders who quoted the same rate.
- 6. The security guard on duty must be smart and active at site. The security guards will carry the torch (during night shift), baton and whistle at duty time.
- 7. The Security Guards deployed by the agency should meet the guidelines with respect to physical health requirements as laid down by PSARA.
- 8. The Security Guards should be able to read and write in Hindi and English.
- 9. 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 agency will bear the cost of weekly rest also.
- 10. 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.).
- 11. The security guards shall also be given photo identity cards by the 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.
- 12. 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. Agency shall be responsible for any accident caused due to drunken driving by the employee of the agency
- 13. The agency will report/attend the incident of fire as soon as the same is observed by the Security Guard failing which, a penalty of Rs. 2000/- per incident shall be levied upon the agency. Also, the agency will bear the cost of any challan received on this account from any of the Authority.
- 14. 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 time,

- otherwise the penal recovery of Rs. 1000/- per day per guard will be deducted from bill of the agency.
- 15. 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.
- 16. 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.
- 17. All Security Guards 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
- 18. The workers proposed to be deployed by the Contractor 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 Contractor, 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 Contractor 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 contractor 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 as soon as possible 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 contractor 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 contractor within two (02) months' times.
- 21. The Contractor 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 Contractor 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. The Contractor shall make payment to the workers by NEFT/RTGS in their Bank account.
- 22. The contractor shall abide by all applicable laws including all Labour welfare laws (ESIC, EPF, Bonus or any other Tax levied by Govt.), Company Act etc. and shall adopt all required welfare measures for the Contractor's employees and discharge all other obligations concerning thereto. The Contractor 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 Contractor.

- 23. It is mandatory for the Contractor to pay minimum wages as fixed by GNCTD. If any statutory dues like ESI, EPF, Bonus, etc. paid by the contractor then he has to submit the proof of ESI and EPF of ECR contribution/deposit, after satisfaction the same will be reimburse to the contractor 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 Ex-Engineer shall be final and binding.
- 25. All labour liabilities will be borne by the contractor during maintenance period. DDA will not have any responsibilities of the deployed labour. The contractor will pay compensation to the labour for any miss-happening occurred during the execution of work.
- 26. That the contractor 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 contractor will settle the matter at his own risk and cost with the worker engaged by him. The Agency will indemnify to DDA all expenditure incurred in the litigation, if DDA is dragged into any litigation for any fault/default of Agency.
- 28. The duration of the contract will be one year from the date of award of work and the same may be extended on year-to-year basis for maximum up to two years (additional one year i.e., one + one = total two years) on the basis of satisfactory performance duly certified by the respective Dy. Director (Hort.). The Fresh agreement shall be executed at the time of each extension. If the extension is to be given, the contractors shall submit his consent at least three months in advance from the expiry of the tender/agreement to ensure that there is no discontinuation of workforce.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. The persons engaged by the Contractor for this work should not cause any obstruction to the office work. They should be cordial, polite, cooperate and well behaved.
- 33. DDA will have the full right to direct its concerned DDA staff to check, search or examine any or all of the employees, agents or representatives of the Contractor including their belongings while entering / leaving the premises, if felt necessary, with the help of police.
- 34. The contractor along with his agents, representative or employees will be allowed to enter into the premises for the purpose of rendering the said service. The Contractor will be responsible for any loss, damages or theft caused to DDA by Contractor's agent, representatives or employees while rendering the said services which will be recovered from the Contractor.
- 35. The employees of the Contractor shall not be allowed to put any labour hut in the premises.

the

- 36. The Bio-metric attendance is compulsory of all private security guards deployed at site and bio-metric attendance machine will be installed by the agency with its own cost in presence of S O (Hort.) and Asstt. Dir (Hort.), DDA. If any circumstances where the bio-metric attendance machine is not possible to install/not in working condition that the attendance register should be maintained by the agency/contractor, and to be verified on daily basis by the concerned SO(Hort.)/DDA and depicting the shortfall at site on every day basis. The payment of the security guards shall be made on the basis of the bio-metric attendance/attendance register.
- 37. The contractor should see the worksite and assess the requirement before quoting his rates.
- 38. The DDA reserves the right to cancel any tender without assigning any reason.
- 39. <u>PSARA License</u>: 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.
- 40. The agency shall be bound to follow the instructions notified by the Govt. of India under {Prohibition of Manual Scavenger and Rehabilitation (Act) 2013}.
- 41. Agency shall ensure that the wages to his workers are paid by the 10<sup>th</sup> day of the month, irrespective of his bills are paid by DDA or not.
- 42. 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.
- 43. 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.
- 44. Security guard deployed on patrolling in park premises should be providing the bi-cycle to security guards by agency on its own cost.

Dy. Dir. (Hort.)/HD-III