

**DELHI CRICKET ASSOCIATION/ DDCA
FEROZSHAH KOTLA STADIUM, DELHI
(OFFICE OF THE CHIEF SECURITY OFFICER)**

TENDER DOCUMENT

TENDER DOCUMENT CUM TERMS & CONDITIONS FOR PROVIDING SECURITY SERVICES
AT
DELHI AND DISTRICT CRICKET ASSOCIATION, FEROZSHAH KOTLA CRICKET STADIUM,
DELHI - 110002

Contact Details :
Chief Security Officer – +91-9818185182

TENDER NOTICE

F.No. DDCA/SEC/2019

Dated: 05.02..2019

Sub: Terms &Conditions for providing security services at the Delhi and District Cricket Association(DDCA)FerozshahKotla Cricket Stadium, Delhi – 110002

The DDCA invites OPEN TENDER IN TWO BIDS (TECHNICAL AND FINANCIAL) system from reputed firms with adequate experience and financial capability for providing the security services at DDCA ,Feroze shah Kotla Cricket Stadium, Delhi – 110002

The open tender enquiry document contains the following:-

CRITICAL DATA SHEET(SECTION)

TENDER NUMBER	SEC/2019/001
TENDER COST	Rs 1000/- to be paid separately through Demand Draft favouring DDCA along with the tender submission.
DESCRIPTION OF WORK	CONTRACT FOR PROVIDING SECURITY SERVICES AT THE DELHI AND DISTRICT CRICKET ASSOCIATION FEROZE SHAH KOTLA CRICKET STADIUM, DELHI - 110002.
TYPE OF TENDER	Two Bid System (Technical & Financial)
TENDER SUBMISSION END DATE AND TIME	11 February at 12:00 PM
DATE, TIME, PLACE OF OPENING OF TENDERS (TECHNICAL BID)	12 February 2019 at 03.00 PM at DDCA Office, Feroze Shah Kotla Grounds, Delhi – 110002
DATE, TIME, PLACE OF OPENING OF TENDERS (FINANCIAL BID)	21 February 2019 at 3:00 PM at DDCA Office, Feroze Shah Kotla Grounds, Delhi - 1100002
EMD	Rs.1,00,000/- (Rupees One Lac Only) in the form of Demand Draft in favour of DDCA payable at Delhi.
EMD VALIDITY	90 days from the date of Technical bid opening
SECURITY DEPOSIT – Interest Free	5% of the total contract value in the form of DD in favour of Delhi & District Cricket Association.
SUBMISSION OF BIDS	Technical & Financial Bidsto be submitted along with the EMD Demand Draft before the bid submission end date and time.
Details of tender	Tender Documents and Notice is available on DDCA website www.ddca.in

Sdxxxxxxxxxxxxxx
Chief Security Officer

**DELHI CRICKET ASSOCIATION/ DDA
FEROZSHAH KOTLA STADIUM, DELHI
(OFFICE OF THE CHIEF SECURITY OFFICER)**

Bids are hereby invited on behalf of the **CHIEF EXECUTIVE OFFICER, DDCA, FEROZE SHAH KOTLA STADIUM, DELHI** for providing security services at **FEROZE SHAH KOTLA STADIUM, DELHI**. The terms and conditions which will govern are those contained in the general conditions are detailed in this tender & Annexures of it. Please submit your rates in the tender form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules. Please **submit your bids in hardcopy form at DDCA TenderBox kept at reception of DDCA.** The Parties are required to submit Technical bids & Financial Bids separately any violation of any of the term including this shall make the bids to be rejected summarily.

1. An earnest money of Rs.100,000/- (Rupees One Lac only) must be deposited in the form of demand draft/pay order payable to Delhi & District Cricket Association. The particulars of the earnest money deposited must also be mentioned on the top of the envelope containing Technical Bid by indicating the draft/pay order number and date, failing which the Tenders will not be opened. The Tenders will not be considered if earnest money is not deposited with the Tenders. The EMD shall be refunded to unsuccessful firm without paying any interest within 30 days of finalising the tender result.
2. The firm is being permitted to tender in consideration of the stipulations on its part that after submitting tender, it will not withdraw from offer or modify the terms and conditions thereof. If the firm fails to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by DDCA.
3. The contract will be initially for a period of **two years** extendable for a further period of **two years (total four years)** on year to year basis, subject to satisfactory performance and willingness to continue on mutually agreed terms.
4. DDCA reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the security requirements of DDCA, for any justifiable reasons and at its sole discretion.
5. Decision of DDCA will be final for any aspect of the contract and binding on parties. Disputes arising, if any, on the contract will be referred to arbitration by the arbitrator(s) appointed by DDCA.
6. Acceptance by the DDCA will be communicated by email/ fax/ letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but interim instructions which are conveyed through the email/ fax/letter should be acted upon immediately by the party bidder.
7. **Submission of Essential Documents (For Technical Bid Evaluation)** : The following documents must be enclosed with the Tender form for technical bids:
 - i. Registration certificate of the firm under the work contract of the Central Government / State Government/ NCT/ UT Delhi with a valid certificate under The Private Security Agencies (Regulation) Act, 2005.
 - ii. Experience of the firm in the field of providing security services in Govt. (Centre/State) Departments/Autonomous bodies/PSUs/PSES/Banks & Insurance Companies or other equivalent organizations of high repute. Provide the details in a tabular form.

- iii. EPF registration issued by EPFO.
 - iv. ESI registration issued by ESIC.
 - v. The firm must have certificate of GST issued by the Government.
 - vi. The firm must have valid Licence issued by Registrar, Contract Labour.
 - vii. Whether the firm has any legal suit/criminal case pending against it for violation of EPF/ESI, Minimum wages Act or other laws (give details).The firm must enclose an affidavit indicating that it was never penalised for violation of labour laws/ EPF or ESIC provisions/ GST rules and there is no criminal/ legal suit pending or contemplated against them.
 - viii. Bid security (EMD) of Rs. 100000/-(Rupees One Lac Only) in the form of Demand Draft issued by any nationalized/ scheduled commercial bank is favour of "Delhi & District Cricket Association", payable at Delhi.
 - ix. The tender document duly signed on all pages shall be submitted along with the technical bid, failing which the technical bid shall not be considered.
8. **Submission of Essential Documents (For Financial Bid Evaluation)** - Financial Bids shall be submitted in the format prescribed failing to which the same shall not be considered as valid bid.

GENERAL INFORMATION & OTHER TERMS AND CONDITIONS OF THE CONTRACT FOR PROVIDING SECURITY SERVICES.

1. **Scope of Work:** The work of providing of round the clock security services at Feroze shah Kotla Stadium Complex including the DDCA Club and Office Areas. Number of guards and supervisors shall be proposed by contractors in their bids after carrying out an evaluation of the task. Minimum of 10(Ten) guards and 1(One) Supervisor shall be deployed on each shift.
NOTE :The bidders providing security services and willing to participate in the tendering process may visit the sites to inspect the area for better understanding of the requirement of work.
2. Services should be carried out without causing any damage to the DDCA properties. The contractor shall ensure that there is no theft to property at Feroz shah Kotla Stadium, Delhi. In case any such theft occurs, the responsibility for the same shall rest with the contractor and the contractor shall have to make good the loss caused to the DDCA on account of such theft. For this purpose, the contractor shall keep strict vigil on all entry points with a view to preventing entry of unscrupulous elements into the Complex.
3. The contractor shall not sublet the work without prior written permission of the DDCA.
4. Payment for security service bill will be made monthly upon submission of bill. TDS under Income Tax Act will be deducted from the payments due for the work done as per rule.
5. The contractor shall submit the proof(in the format provided by DDCA) of having deposited the amount of ESI and EPF contribution towards the persons deployed in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so the amount towards the bill for the current month will be withheld till submission of required documents.

6. All the personnel deployed will perform their duty in proper uniform and will maintain a smart turn out. The firm shall provide suitable uniforms (both Summer and Winter) to the personnel with identity cards. In addition essential items for security services personnel like whistle, baton, umbrella, etc. will also be provided by the firm at its own cost. However, all electronics, electrical, communication or special equipments for the performance of duty will be provided by the Principal Employer as per the job specific requirement.
7. The contractor shall employ good and reliable persons with robust health and clean record preferably within the age group of 21 to 45 years. Ex-servicemen will be permitted up to the age of 55 years. In case any of the personnel so provided is not found suitable, DDCA shall have the right to ask for their replacement without giving any reasons therefore and the contractor shall, on receipt of a written communication, will have to replace such persons immediately. The guards/workers should be able to communicate well in Hindi.
8. The contractor shall make payment of wages by Cheque/RTGS to his personnel engaged by him by 7th of the following month. Wages should be according to Minimum Wages Act and other statutory Acts applicable for NCR Delhi. DDCA reserves the right to check periodically payment of wages made by the contractor to security personnel deployed.
9. The tenderer should fill the financial bid as indicated at Annexure indicating the amount in absolute rupees per guard/ supervisor. Wages will however be revised as per the minimum wages notifications or on introduction of any new Govt compliances.
10. The contractor shall maintain register for making the attendance by SG/Supervisor deployed by him, which can be seen/verified by the Caretaker or an authorized officer of DDCA periodically.
11. The contractor shall issue photo I-card to the personnel deployed in the DDCA complex for performing duty, which will be duly signed by contractor and displayed by them on their persons while they are on duty.
12. The contractor will discharge all his legal obligations in respect of the guards/supervisors to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the DDCA from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of DDCA shall be final and binding on the contractor.
13. The contractor will be bound to comply with all the rules and regulations, guidelines etc as per the applicable Labour Acts prevalent in all Government of India/ NCT of Delhi and amendments & modifications there on from time to time during the contract period.
14. Security guards deployed should not leave their points unless and until the reliever comes for shift duties. Security supervisor will maintain all the duty registers, which shall be kept at respective gates.
15. Security guard/supervisor should not give lenient or casual impression in the duties and they should be alert and attentive. They should observe movement of all the staff, members, labourers and visitors etc. & register the same. They should not allow anybody with vehicles to office or inside the campus without proper entry in the visitors registers. All the vehicles are to be parked in the parking place only. The vehicle should be checked by the Security Guard on duty while coming inside and while going out.
16. Proper entries are to be made while handing/taking over keys to any staff. The security personnel should follow strict attendance and alternative arrangements are to be made by the contractor whenever any Security Supervisor/Security Guards going on leave under intimation to DDCA. Changing of Security Supervisor/Security Guards shall be intimated to the authorized representative of DDCA. In case of requirement of extra manpower, DDCA shall inform the contractor / agency, & the same shall be provided by them at the same rate.

17. Patrolling to the identified points shall be carried out as per the directions/ SOPs. The Security staff should be able to operate the Security Systems while on duty.
18. The Security personnel should ensure that proper gate pass has been issued by the competent authority for the items taken out of the campus. In case of any doubts, they should immediately contact officer-in-charge, Security at DDCA.
19. It will be the duty of the Security Firm to keep entire complex free of stray dogs.
20. Any misconduct/ misbehaviour on the part of manpower deployed by the contractor will not be tolerated and such persons will have to be replaced immediately.
21. Only those Bidders who will qualify in the technical bid will be considered for financial bid. Successful Bidders will have to enter into a detailed contract agreement with DDCA on non-judicial stamp paper of Rs. 100/- for the work. Specimen copy of the agreement is at ANNEXURE – IV.
22. All Bidders who are technically qualified shall produce their original documents mentioned at para 7 on page 3 above for verification by DDCA authorities before opening of Financial Bid.
23. DDCA reserves the right to verify authenticity of the documents/information provided by the Bidders.
24. DDCA reserves the right to reject one or all the bids without assigning any reason thereof.
25. The Bidder must have its Head Office or Branch Office in Delhi/NCR of Delhi.
26. **PENALTIES:** In case security personnel is found absent from duty or involved in any illegal or unethical practice, a penalty for each such incidents shall be levied and the same shall be deducted from the monthly bills produced by the contractor. Further, the concerned personnel shall be removed from the duty after due warning as per labour laws. In case the contractor fails to commence/execute the work stipulated in the agreement or un-satisfactory performance or does not meet the statutory requirements of the contract, DDCA reserves the right to impose the penalty as deemed fit.

Criteria for evaluation of technical bids: -

Only those bidders who submit all requisite documents as per the tender and qualify on parameters mentioned below will be declared as qualified for being considered for financial bids.

- A. The bidding company should be at least 5 year old into the business of security. Date of PSARA license obtained first will be considered as date of starting business by the agency.
- B. Experience of providing security services in Govt. (Centre/State) Departments/Autonomous bodies/PSUs/PSES/Banks or other equivalent organizations of high repute..Agency must provide full details of the organizations where they have provided the services. The details must include name, designation, email, Telephone No. of the client department/ offices for verification.
- C. The bidding company should have not been blacklisted by any organisation or have not had any notice or case against it for violation of labour laws and other compliances by statutory bodies like EPFO, ESIC. Agency will submit an affidavit if this effect. If in future even after award of contract or running contract, it comes to the notice that agency has submitted false information in affidavit, contract will be terminated immediately, security deposit confiscated and legal action for fraudulent will be taken against the agency owner.
- D. The bidding company should have experience in Electronic Security, X-Ray Machines, Established Control Rooms.
- E. The bidding companies should have annual turnover of over Rs.4.00 Crores in the preceding three years, i.e for the Financial years 2015 to FY 2018
- F. The bidding company should have been providing services to at least one organisation with minimum of 100 guards.

Evaluation criteria for evaluation of Financial Bids: -

Financial quotations including Service Charges shall be the primary criteria for selecting the firm. The bidders have to quote only the Service Charges per guard/supervisor per month as indicated in the Financial Bid, to be levied by them for providing the service. No change/revision whatsoever in service charges once quoted shall be admissible during the tenure of contract under any circumstances.

Important Note:-

- a. In case of more than one successful lowest bidders (L-1), required shortlisted bidders (owners/Directors only) will be interviewed by the DDCA Tender committee and their decision after interview based evaluation will be final.

TENDER SUBMISSION

1. Must include following details of the firm/agency :-

i.	Name of Tendering Company/ Firm/ Agency/ Contractor: (Attach attested copy of Registration/ affidavit of proprietorship/ partnership etc)	
ii.	Name of Director of Company/Active Partner of Firm/ Authorized Agent/ Proprietor	
iii.	Full address of Operating/ Branch Office at Delhi	
iv.	Residential Address of the Owner(s)	
v.	Contacts - Phone Number(s) - Email ID	
vi	PSARA Registration No (attach copy of the valid certificate)	
vii	PAN No. (Attach Self attested copy of PAN Card)	
viii	GST Registration No. (Attach attested copy)	
ix	Labour Registration/ Shop & Establishment Regn (attach copy)	
X	E.P.F Registration No.(Attach attested copy)	
Xi	E.S.I Registration No. (Attach attested copy)	
Xii	Details of Earnest Money (Amount, Demand Draft No.,	

	Date, Name of Issuing bank)	
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2. Checklist for Technical Bid Evaluation:-

Sr. No	Documents	
i.	Copy of GOVT Empanelment Certificate(if ever registered with GOVT)	
ii.	Copies of Last five Assessment Years (2013-14 to 2017-18) ITRs (ITR V – Acknowledgement only).	
iii.	Copies of work orders/ experience cum performance certificates of completed contracts. Attach tabulated details in the beginning giving name, designation and contact numbers of concerned officials for verification. Also give undertaking that information provided in table is true.	
iv.	Whether the firm has any legal suit/criminal case pending against it for violation of EPF/ESI, Minimum wages Act or other laws (give details).The firm must enclose a certificate indicating that there is no criminal/ legal suit pending or contemplated against them.	
V	Attach Annexure II with complied/ Not Complied against each criteria with supporting documents	

We have carefully read the terms and conditions of the tender and are agreed to abide by these in letter and spirit. I/We agree to forfeit of the earnest money/ Security deposit if I/We fail to comply with any of the terms and conditions in whole or in part laid down in the quotation form.

We also certify that our Firm/ Company/ Agency have never been blacklisted by any Ministry/ Department of the Government and have not been banned / debarred/ blacklisted for our business dealings with the Government Ministries/ Departments/ PSUs etc.

Signature

Name & Address of the Firm

Telephone No.

Moblie No.

Email :

Note: Photocopies of all the necessary documents duly self-attested must be attached for verification of the information provided.

FINANCIAL BID

Last date for receipt of tender : 11 February 2019 upto 12.00 PM

Date of opening of tender (Technical Bid) : 12 February 2019 at 3.30 PM

(At Feroze shah Kotla Stadium, Delhi-110002)

Include following* :-

SL No	Description of Work	Security Guard	Security Supervisor	No of Guards (18/27)	No of Supervisors (2/3)	Total Cost (guards)	Total Cost Supervisors	Total Cost
(a)	Basic Wages plus Variable Dearness Allowance							
(b)	Employee State insurance (ESI)							
(c)	Employee Provident Fund (EPF) including EDLI and Admin Charges							
(d)	Bonus							
(e)	HRA/ Any other charges (optional/ if applicable)							
(f)	Total							
(g)	Relieving Charges (as per labour law)							
(h)	Grand Total							
(g)								

Service								
	Charges per guard/ supervisor							
(h)	Cost (per head) to DDCA							
(i)	Total Cost to DDCA							

* Note - GST/ any other taxes will be paid extra as per the rules in vogue.

* Rate should be filled per guard / per supervisor i.e., Unit Rate per month.as applicable under the minimum wages act applicable on the date of submission as per the orders of the Delhi Government/Central Govt for the given class of workers.

DRAFT SPECIMEN AGREEMENT

AGREEMENT

- i) **THIS AGREEMENT** made at New Delhi on ----- day of _____ 2018 between M/s ---
----- **Security Agency** (hereinafter referred to as the **FIRST party** which expression shall unless repugnant to the context or meaning thereof be deemed to include its representatives, successors and assignees) and **Delhi & District Cricket Association** (hereinafter referred to as the **SECOND party**, be deemed to include its representative, successors and assignees).
- ii) **WHERE AS** the first party will provide security services as given in the scope of work, through its personnel at Feroze Shah Kotla Stadium, Delhi - 110002
- iii) **AND WHEREAS**, the second party has agreed to engage the first party to provide security services as agreed mutually on the following terms and conditions for a period of **two years** with effect from -----,
- iv) **AND WHEREAS**, the first party undertakes to provide security services as per requirement and agrees to be responsible for payment of emoluments, discipline and work of their personnel.
- v) Now the present agreement is in addition to General Information and not derogation of the other terms and conditions of the contract for providing security services as mentioned in tender document.

NOW the agreement witnessed as under:-

1. **THE FIRST PARTY shall** provide total ----- security guards and ----- Supervisors for watch and ward services at DDCA/ Feroze Shah Kotla Stadium, Delhi complex as mentioned in Para ii above.
- i) The first party shall be responsible for the police verification of Character and antecedents of the security personnel deployed;

- ii) The security personnel will wear specified standard uniforms to be provided by the first party with Identity cards on display;
- iii) The security personnel will be provided by the first party requisite baton/ lathi, whistles, torches and other necessary equipment required for the watch and ward duty.
- iv) On special occasions and for VIP visits to the DDCA, the first party will provide requisite additional number of security personnel to the DDCA, for casual/specified duty, on short notice, whenever required and payment for the same shall be made extra at the rate contracted by DDCA.
- v) The security staff deputed by first party shall be responsible for the proper parking of cars and other vehicles in the compound of DDCA. To ensure proper movement of vehicles so that no blockage is made at exit and entry roads in the compound.
- vi) First party shall ensure that the guards perform duty in 8/12 hourly shifts round the clock. No Guards should perform duty beyond 8/12 hours round the clock except in emergency or with permission of DDCA.
- vii) The security staff deputed by first party be responsible for ensuring that no unauthorized person enters the premises/buildings and does not take out any materials and machineries without proper authority.
- viii) The security staff deputed by first party be responsible for safety of the building and DDCA properties in the stadium campus.
- ix) First party indemnify& keep DDCA indemnified against any loss or damage or third party claim of liability occurred due to or arising out of lapse on their part or due to negligence of individual security personnel. The first party shall further defend DDCA objects against litigation arising thereof & shall pay for all expenses increased by DDCA in defending any case arising thereof.

- x) The Security personnel shall however not be liable for any natural calamities/ acts of God.
- xi) First Party shall be responsible for the total administration and welfare of the security personnel on duty as per labour laws.
- xii) First Party shall be responsible to rotate the security guards within the complex and in order to maintain discipline and efficiency. The names of the personnel so deployed will be intimated to the DDCA, (Second party).
- xiii) The terms and conditions of security service supplied along with the tender form (enclosed as Schedules will remain the part of this agreement).
- xiv) First party fully agrees to the terms and conditions, penalty clause, Job responsibilities, duties of Supervisor and Security Guards mentioned in the terms and conditions and rate of payment. Penalty clause shall be in addition to any other right that 2ND party may have against first party.
- xv) First party will submit a copy of acquittance roll and also transfer of money to the bank accounts of the contracted persons as proof of the wages paid to the security personnel in the preceding month along with the bill every month and also attendance of the Security Guards/Supervisor duly signed shift wise. The first party should maintain attendance register shift wise in respect of the personnel to be deployed and the register should be kept with the Security Supervisor. The second party will verify the attendance register as and when required.

2. THE SECOND PARTY SHALL

- i) Be responsible for formulating and communicating the security instructions of their establishment to the first party. Any subsequent changes/ modifications/

fresh instructions in regard to the security shall similarly be communicated to the second party by the first party.

- ii) Pay the following 8/12 hourly charges for the service provided to the first party as per latest labour commissioner notice and minimum wages notified by the Govt of Delhi and other charges (subject to revision as per Delhi Govt notifications on the subject from time to time):-

- (a) Security guards @ Rs. _____ P.M and

- (b) Security Supervisor @ Rs. _____ P.M

- iii) The rates payable are inclusive of all allowances and charges such as Relieving charges, EPF, ESI, GST and Agency charges. The first party should ensure to make the payment in time to the concerned authority on account of EPF, ESI etc, and the second party will not be responsible for the same. The first party should submit a copy of the form No.6 (Half yearly statement for ESI and annual statement on account of PF contribution in respect of the personnel to be deployed) to the second party which will be submitted by them to the concerned authority.

3. GENERAL CONDITIONS

- a) **PERIOD OF CONTRACT** is initially for the period of two years w.e.f. ----- to----- which may be further extended on year to year basis as per the decision of the DDCA based on satisfactory performance of the Agency.
- b) **TERMS OF PAYMENT:** The second party shall pay the agreed amount for the job to the first party on monthly basis after completion of the month on presentation of bill in 1st week of every month after necessary deductions on account of TDS as per the rates fixed by the Govt of India from time to time. Second party shall make the payment within 30 days of submission of bills by first party.

- c) In case of any increase of the basic minimum wages and variable Dearness Allowance during the contract period by the Govt, the same shall be paid extra on production of certified copy of relevant notification issued by the Department of Labour, Government of NCT of Delhi/ GOVT be subject to actual payment by first party.
- d) All personnel deployed in the DDCA must be physically and mentally fit and should be healthy enough to undertake the job efficiently;
- e) The staff appointed by the first party shall behave properly with all concerned;
- f) In case any personnel employed by the first party is inefficient or indulges in unlawful activity or improper or indecent behavior or found in inebriated conditions, the first party shall replace such person with suitable substitute immediately; and DDCA will be notified about such changes.
- g) The agreement can be terminated by either party by giving one month's notice in writing. However in case of gross negligence or serious security lapse, the second party may terminate the contract without any notice. In such cases, second party shall make alternate security arrangements, the differential cost of which if any shall be borne by the first party.
- h) Any incident, which can cause any harm to the DDCA as fire, impending damage etc. or any abnormal activities by any one, will be immediately acted upon by the security personnel and also informed to the concerned authorities of the second party. This includes any union meeting, Strike, Dharna, etc.
- i) The Security Agency shall ensure that wages to the security personnel are paid through RTGS/ Account payee cheque on or before 7th of the every month. A documentary evidence in support of this shall be submitted along with the bill of succeeding month.

- j) The first party shall continue to be the Principal employee for personal deputed & shall ensure all labour compliances at all times. The second party shall neither assume nor shall be responsible for any compliances & any failure on part of 1ST party shall render it liable to be blacklisted for atleast 3 years.

5) ARBITRATION

In case of any dispute between the parties arising out of or in relation to the agreement, it shall be referred to a sole arbitrator appointed by President DDCA and the decision of such Arbitrator shall be conclusive and binding on both the parties. The Arbitration shall be governed by the provision of the Arbitration & Conciliation Act, 1996 as amended from time to time.

JURISDICTION

The Courts of Delhi shall have exclusive jurisdiction in respect of all disputes under this Agreement.

SECURITY DEPOSIT

This first party shall furnish an interest free security deposit of Rs. _____ **equivalent to 5% of the annual value of the contract, in the form of** an account payee DD in favour of Delhi & District Cricket Association within 30 days of the execution of this agreement/ before payment of the first month's bill and placed in the custody of the Accounts Department at DDCA.

In witness where of the parties hereto under have set their hands on the above mentioned Agreement.

Authorized Signatory
Of the Agency

Authorized Signatory
of the DDCA

Witness

1.

2.

Witness

1.

2.