

**THE DELHI AND DISTRICT 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
THE DELHI AND DISTRICT CRICKET ASSOCIATION, FEROZSHAH KOTLA STADIUM, DELHI -
110002

Contact Details :
Chief Security Officer – +91-9818185182

TENDER NOTICE

F.No. DDCA/SEC/2019/05

Dated: 17.05.2019

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

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

The open tender enquiry document contains the following:-

CRITICAL DATA SHEET(SECTION)

TENDER NUMBER	SEC/2019/001a/05
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 STADIUM, DELHI - 110002.
TYPE OF TENDER	Two Bid System (Technical & Financial)
TENDER SUBMISSION END DATE AND TIME	30 May 2019 at 2:00 PM
DATE, TIME, PLACE OF OPENING OF TENDERS (TECHNICAL BID)	30 May 2019 at 03.00 PM at DDCA Office, Feroze Shah Kotla Grounds, Delhi – 110002
DATE, TIME, PLACE OF OPENING OF TENDERS (FINANCIAL BID)	Shall be communicated separately
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 Bids to 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

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**THE DELHI AND DISTRICT 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 thereof. 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 Tender Box 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.
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. DDCA reserves its right to get the Experience verified from the agency concerned.

- 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 and shall ensure continuance of a Valid license during the entire term of tender and execution of the services.
 - vii. Details of any legal suit/criminal case pending against it for violation of EPF/ESI, Minimum wages Act or other laws. 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. Technical Bid and Financial Bid shall be submitted separately.
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. Deployment shall be of 10(Ten) guards (unskilled) and 1(One) Supervisor(skilled) on each shift on three shift basis.
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. No claims shall be entertained on failure of the bidder in understanding the ground position and scope 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 or transfer 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 or any other such statutory deduction 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 DDCA 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 thereof and the contractor shall, on receipt of a written communication, shall 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 NCT Delhi. The contractor along with his monthly bill shall submit proof of payment of Wages for the month failing which the bills shall not be processed. He shall also make available all such details regarding the payment of Wages and other such record of the persons deployed as may be sought by the DDCA from time to time.
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 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 -on pro-rata basis.

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 as deemed appropriate 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 unsatisfactory performance or does not meet the statutory requirements of the contract, DDCA reserves the right to impose the penalty as deemed fit.

SCOPE OF THE WORK FOR SECURITY SERVICES AT VARIOUS POINTS:-

Sr. No.	Area of Duty	Shifts			Total no. of Guards/ Supervisors
		6 AM to 2 PM	2 PM to 10 PM	10PM to 6 AM	

The Bidding Firms can survey the actual site with prior appointment between 22 May 2019 and 28 May 2019. Chief Security & Protocol Officer may be contacted for the same.

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 holding a valid PASARA Licence on its own name and 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. 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. The format of Affidavit is given at Annexure V.
- C. The bidding company should possess valid EPF and ESI Registration.
- D. The bidding company should possess a valid Labour Licence.
- E. The bidding company should possess a GST Registration

Evaluation criteria for evaluation of Financial Bids: -

Financial quotations along with Technical bids shall be the primary criteria for selecting the firm. The bidders have to quote 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 & LIN (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)	

2. 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.

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 : 30 May 2019 up to 2.00 PM

Date of opening of tender (Technical Bid) : 30 May 2019 at 3.00 PM

(At Feroze shah Kotla Stadium, Delhi-110002)

Include following* :-

SL No	Description of Work	Security Guard (Unskilled)	Security Supervisor (Skilled)	No of Guards (30)	No of Supervisors (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 ----- **extendable** by another two years on year to year basis
- 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 hourly shifts round the clock. No Guards should perform duty beyond 8 hours round the clock except in emergency or with permission of DDCA.
- vii) The security staff deputed by first party shall 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 shall be responsible for safety of the building and DDCA properties in the stadium campus.
- ix) First party shall 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 second 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.
- xvi) First Party will provide a log book register for making entries by the security personnel of their presence at duty site
- xvii) First Party shall provide at his own cost proper clean uniform with whistles and badges and also photo identity cards as per laid down rules for private Security Agencies.

- xviii) First Party shall have his own establishment/ Setup/ Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- xix) First Party shall bear all the expenses incurred on the following items i.e. provisioning of torches and cells, lathis/batons and other equipment to security staff, stationary for writing duty charts and registers at security checkpoints and records keeping as per requirement.

Additional Responsibilities of First Party

- i) To provide security service for the protection of life and property against theft, pilferage, fire etc, safety to manpower, guiding visitors to the concerned officials /occupants, regulating entry of unwanted visitors/salesman and maintenance of visitor's register.
- ii) To prevent entry of stray animals like cow,dogs etc. round the clock patrolling of the site(s).
- iii) Checking of gate passes and allowing the exit of material accordingly to regulate the entry and exit of vehicles.
- iv) Control the access of persons / vehicles into and out of the complex.
- v) Responsible for frisking and checking of visitors during and after office hours.
- vi) The agency shall maintain records of inwards and outwards movement of men materials and vehicles, etc. with proper check as per instructions given from time to time by competent authority.
- vii) Ensuring the complete safety and security of man and materials.
- viii) Parking and traffic management within the premises.
- ix) Effective involvement during the crisis management like fire accidents and bomb threats and during periodical drills.
- x) Visitor management in common, during other special occasions.
- xi) Having effective control on movement of materials in/out.
- xii) Physical guarding of entry / exit points.
- xiii) Screening / directing of visitors.
- xiv) Patrolling and guarding various common area & surrounding to ensure adequate Safety and security .
- xv) Assisting the occupants during the emergency Evacuation of the building.
- xvi) Rescue operation of passengers stranded in the lifts.
- xvii) Complete Disaster management in case of emergencies / disasters.
- xviii) Providing of adequate Security as per the requirement.
- xix) Ensuring and monitoring the operational condition of Boom Barriers & Access Control System.
- xx) Liaison with appropriate agencies in case of emergencies / Disaster & well equipped with their update contact numbers.

- xxi) Lodging of complaints /FIRs in case of emergency/disaster under intimations.

Special Terms and Conditions

- a) The antecedents of security staff deployed shall be verified by the First Party from local police authority and an undertaking in this regard to be submitted to the department and department shall ensure that the First Party complies with the provisions.
- b) The First Party will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official of the Second Party department. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown.
- c) Adequate supervision will be provided to ensure correct performance of the said security services in accordance with prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the First Party deployed, the supervisory staff will move in their areas of responsibility .
- d) All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Second Party department.
- e) The security Staff shall not accept any gratitude or reward in any form.
- f) The First Party shall have his own establishment/set up/mechanism/training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-servicemen/Ex-Para military forces/ Ex-police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- g) Under the terms of their employment agreement with the First Party the security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, expect for the on behalf of the First Party.
- h) The First Party shall do and perform all such security service , acts, matters and things connected with the administration, superintendence and conduct of the agreement as per the direction enumerated herein and in accordance with such directions. Which the department may issue from time to time and which have been mutually agreed upon between the two parties.
- i) The First Party shall be responsible to maintain all property and equipment of the Second Party department entrusted to it.
- j) The First Party will not be held responsible for the damages /sabotage caused to the property of the Second Party department due to the riots/mobs attack/armed dacoit activities or any other event of force majeure.
- k) The First Party will deploy supervisors as per the need given by the Second Party department. The supervisor shall be required to work as per the instructions of Second Party Department.
- l) The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Second Party staff and should project an image of utmost discipline. The Department shall have right to have any person moved in case of its staff complaints

or as decided by representative of the Second Party department if the person is not performing the job satisfactorily or otherwise. The First Party shall have to arrange the suitable replacement in all such cases.

- m) The personnel will have to report to the Second Party department's security office at least 30 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by the Second Party department.
- n) The First Party shall deploy his personnel only after obtaining the Second Party department approval upon duly submitting curriculum vitae(CV) and police verification details of personnel.
- o) Second Party shall be informed at least one week in advance and First Party shall be required to obtain the department's approval for all such changes along with their CVs.
- p) Security staff engaged by the First Party shall not take part in any staff union and association activities.
- q) Other parameters of the uniform shall conform to the specifications in the PSARA 2005.
- r) Training of the staff must be as per PSARA 2005 before deployment.
- s) The security agency should get medical check-up of its deployed staff at the time of their induction to ensure their fitness for the job assigned and annual medical check-ups as prescribed under PSARA. A record of the same shall be maintained in the personal file of the security personnel.
- t) Physical standards for security guards should be as per the PSARA 2005.
- u) The First Party shall comply with all the legal requirements for obtaining license under contract labour (Regulation and Abolition) Act, 1970 if any, at his own part and cost.
- v) The First Party shall maintain all statutory registers under the law and shall produce the same, on demand, to the Second Party department or any other authority under Law.
- w) The First Party shall ensure the following in respect of his employees-
 - (i) The working hours and day of the outsourced employees will be as per the existing applicable rules of the respective central/state government organizations. However, they have to work on holidays, if necessary and required based on demand of work.
 - (ii) In an event of deployed personnel availing leave and if required by Second Party suitable substitute(s) shall be provided by First Party as per mutual understanding with Second Party.
 - (iii) Consequent to poor performance of deployed manpower, First Party shall immediately replace the deployed manpower thereby maintaining service levels and continuity.
 - (iv) Working shifts (includes day and night shift) if any, and daily working hours shall be mutually agreed upon between Second Party and seller prior to deployment of manpower.
 - (v) The attendance of the employees will be entered in the register provided by the First Party and/or in the aadhar based biometric attendance at the Second Party premises. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill and enhance the image of the

corporation or office concerned. The First Party shall be responsible for any act of indiscipline on the part of the person deployed.

(vi) The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties in view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the First Party as well as the person deployed liable for penal action under the applicable law besides, action for breach of contract.

- x) In case of services hired on annual basis and 05 working days, the employees will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 15 days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Second Party in the billed amount if no replacement is provided.
- y) The First Party should have a legal status, whether it will be registered proprietorship firm/partnership firm/Under Companies Act having legal entity having all statutory license/registration for carrying out such activity as well has registration for Income Tax.
- z) The First Party shall ensure that all the relevant license/registration/permissions which may be required for providing the services are valid during the entire period of the contract; failing so shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the First Party to the Second Party on demand.
- aa) No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the First Party will be entertained by the Second Party.
- bb) The Second Party will in no way be responsible for the violation of any rules and/or infringement of any other Laws from the time being in force First Party. The employees as well as the First Party shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Second Party's department would not be liable or responsible in any manner. The onus of compliance to all the applicable laws/Acts/rules shall only rest with the First Party.
- cc) The First Party shall be required to keep the Second Party updated about the change of address, change of the management etc. from time to time.
- dd) The Second Party shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the First Party reserves the right to remove any personnel with prior intimation to the Second Party, emergencies, exempted.
- ee) The First Party shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior return consent of the authority.
- ff) The First Party shall nominate a coordinator who shall be responsible for regular interaction with the Second Party department so that optimal services of the persons deployed could be availed without any disruption.
- gg) For all intents and purposes, the First Party shall be the "Employer" within the meaning of different rules and acts in respect of manpower so deployed. The person deployed by

the First Party shall not have any claim whatsoever like employer and employee relationship against the Second Party department.

- hh) The Second Party department shall not be responsible for any financial loss or any injury to any person deployed by the First Party in the course of their performing the functions/duties, or for payment towards any compensation.
- ii) The persons deployed by the First Party shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.
- jj) Any other Terms and Conditions mentioned in the Miscellaneous Terms and Conditions for Services.

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) The Second Party will give basic training / familiarization of the security and door keeping services required to be done by the personnel to be deployed by the First Party under the contract for 2 to 3 days and this period will not be counted as shift manned by First Party's for the purpose of payment under the contract.
- iii) Pay the following 8 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
- iv) 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 a period of two years w.e.f. ----- to----- ----- which may be further extended by another two years 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 employer for personnel 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 at least 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, Central District 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 be handed over to 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

Witness

- 1.
- 2.

- 1.
- 2.

ANNEXURE V

NO CRIMINAL LIABILITY UNDERTAKING/AFFIDAVIT (To be executed on Rs. 100/- Non Judicial Stamp Paper)

I S/O Resident of(Address)
..... do solemnly pledge and affirm:-

- 1. That I am the proprietor/Partner/Authorized signatory of M/s :-

.....
.....

2. That no legal case of any nature Civil/Criminal for violation of any provisions of existent law/ statutory obligation prevailing earlier i.e. Labour laws/EPF/ESI/Minimum Wages/Income Tax/Blacklisting etc. is pending or contemplated against my firm.
3. That my firm has never been penalized for violation of any provisions of existing law/ statutory obligation prevailing earlier i.e. Labour laws/EPF/ESI/Minimum Wages/Income Tax/Blacklisting etc

(Signature of the bidder)
Name and Address (with seal)

VERIFICATION:

Verified at Delhi on this day of 2019 that the contents of the above affidavit are true and correct to my personal knowledge and nothing material has been concealed thereof.

(Signature of the bidder)
Name and Address (with seal)