

SHORT NOTICE TENDER

TENDER/QUOTATION FOR T20 match on 1st November 2017 and Five day Test Match from 02nd December, 2017 to 06th December, 2017 to be held At Ferozeshah Kotla Ground, DDCA.

Quotations are invited for Miscellaneous Painting Work (details whereof are set out in Annexure A to this notice) herein after referred to as “the Work” at Ferozeshah Kotla Ground of the Delhi & District Cricket Association (DDCA) from reputed firms/agencies/companies having valid licenses, sanctions (if applicable) and having minimum experience of 3 (Three) Years in the field of Painting Work. The Quotation shall be subject to terms and conditions as mentioned in Annexure B and such other terms and conditions as DDCA may specify in the work order or otherwise for timely execution of Work and for maintenance of requisite quality standards. The Work has to be completed in all respect on or before 25th October, 2017.

Sealed quotations duly filled alongwith earnest money 10 % of the bid amount in the form of DD/Payorder in favour of DDCA payable at Delhi may be submitted by 4.30 P.M on 11th Oct, 2017 in an envelope containing quotations SUPERSCRIPED with the name of item is to be addressed to Administrator Delhi & District Cricket Association, Ferozshah Kotla Grounds New Delhi-110002 should be dropped in a box kept at the reception of DDCA during office hours 10 A.M TO 5 P.M and the Quotations received shall be opened on 11th Oct, 2017 at 5 PM in the presence of the parties submitting the quotation or their authorized representatives. DDCA reserves the right to accept or reject any/all quotations without assigning any reason whatsoever.

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08th October, 2017

Pradeep K. Banerjee

Legal Manager, DDCA

Particulars of Party Submitting Quotation

Sl. No.	Required Information	
•	Name of the Party	
•	Legal Status ((Individual / proprietor, partnership firm, limited company, corporation, cooperative society, etc)	
•	Name of the contact person, Designation, Telephone No., Fax No., E-mail id	
•	Registration number issued by Regulation authority, if any (attach photocopies)	
•	Service Tax/GST – Registration number , if any (attach photocopy)	
•	VAT no. – Registration number (attach photocopy)	
•	Permanent Account number (attach photocopy)	
•	Whether any partner/proprietor/ Director of the prospective Quotationer has been convicted by any court of law, if so give details.	

DECLARATION

1) The particulars furnished above are true to the best of my/our knowledge and belief & no material fact has been concealed therein and I/We understand that concealment of material facts shall entitle the DDCA to take penal action including blacklisting/debarring the applicant from submitting any tender, quotation, bid to the DDCA for a period extending upto 5 years.

2) I /We shall not withdraw the rates quoted by me/us for the Work for 12 months from the date of furnishing this quotation. I understand that the rates finally settled between me and DDCA shall be firm and shall not be subject to change. In the event of Work being awarded to me/us and in case failure to execute the Work, the DDCA shall be entitled to forfeit the earnest money deposited by me/us. & DDCA shall also be entitled to get the Work done from any other Quotationer at my/own risk & cost.

(Signature of Quotationer)

Name (In full) & Legal status
i.e. whether Proprietorship, Partnership,
Company, Registered Society, HUF

(Affix rubber stamp in case of Firm, Company and Society)

ANNEXURE 'A'

Work: Miscellaneous Painting Work

S. No.	DESCRIPTION OF WORK	MAKE	QTY.	INSTRUCTOIN TO PROSPECTIVE QUOTATIONER	RATE	AMOUNT
1	PAINTING WITH OIL BUND DISTEMPER PAINT OF TWO OR MORE COATS INCLUDING APPLYING ADDITIONAL COATS WHERE EVER REQUIRED TO ACHIEVE EVEN SHED & COLOUR IN WILLINDON PAVILLION ,WING-B,OCH(7238sqft) & NCH		36082 sqft			
2	PAINTING WITH ENAMEL PAINT OF BLACK COLOUR TWO OR MORE COATS INCLUDING APPLYING ADDITIONAL COATS WHERE EVER REQUIRED TO ACHIEVE EVEN SHED & COLOUR REQUIRED AT ALL THE ENTRY & EXIT GATE.		6187 sqft			
Total =						

(Signature of Quotationer)

Name (In full) & Legal status
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(Affix rubber stamp in case of Firm, Company and Society)

Annexure -B

Terms and Conditions

- The party submitting the quotation in reference to the notice inviting quotation whether it be a Proprietor / Individual, Partnership firm, Company, Society shall be, hereinafter referred as “the Quotationer/ Vendor/ Service provider” and the Delhi & District Cricket Association shall be known as “DDCA”.
- Incomplete Documents will be rejected.
- Quotationers should be registered with Sales Tax,GST Deptt. And /or Service tax department, as the case may be.
- Unless specified otherwise the price quoted should include all transportation, loading/unloading cost and all levies, taxes and duties including, but not limited to, applicable Service Tax, VAT,GST etc. The price quoted and agreed in the Work Order for the successful Quotationer shall remain firm for the Work. Any escalation of whatsoever nature will not be payable by DDCA during the Work. No amount whatsoever over and above the amount for which the work order is issued to the successful Quotationer will be paid.
- The Quotationer will submit requisite earnest money i.e. 10 % of the bid amount along with Quotation. The earnest Money to the unsuccessful Quotationer shall be refunded within a month from the date of issue of Work order to the successful Quotationer.
- The Quotationer shall submit security deposit @10% of the contracted value of the Work through RTGS/Bank Guarantee/ DD in favor of DDCA within 3 days of receipt of work order. After the award of the Work, in the event that successful Quotationer does not deposit the security amount within 3 days of receipt of work order, then the work order shall stand cancelled.
- The Quotationer must visit/examine the site and its surroundings on any working day by prior appointment for the proper assessment of Work before submitting the quotation. No claim later on any account shall be entertained.
- The Quotationer shall not assign the Contract or sublet any portion of the contract. In case of breach of this condition, DDCA shall issue a notice in writing to the Quotationer

rescinding the contract where upon the security deposit shall stand forfeited by DDCA without prejudice to the other remedies of DDCA against the Quotationer. The determination by DDCA that the contract has been sublet shall be final and will not be called in question

- TDS and other applicable taxes will be deducted from the bill of the Quotationer at the prevailing rate as per applicable Statutory Provisions and the Rules framed thereunder.
- The Work shall be completed on or before 25th October, 2017.
- The DDCA will impose a penalty @ 1% of contracted value for each day's delay, if the Work is delayed beyond the stipulated period. However, the successful Quotationer may request for extension of time if the reasons are genuine. Such extension of time may be granted by DDCA at its sole discretion.
- Security deposit shall be released to the Quotationer after defect liability period of 2 (Two) months from the date of completion of Work.
- The successful Quotationer shall take all precautions and safety measures for all Workers/labourers etc. which are to be engaged by it for execution of said Work. The successful Quotationer shall be solely responsible for any liability towards workmen or any person that may arise on account of the performance of the Work by the successful Quotationer at site.
- The Work shall be executed with high degree of workmanship & conform to the approved norms, standards and specifications for the materials and Workman ship.
- The successful Quotationer shall indemnify and keep DDCA indemnified against all losses and/or claims for loss of property, loss of life and/or injury to any person, that may be occasioned by any act of omission and / or commission on the part of the successful Quotationer or its servants, agents, employees, representatives etc. qua the Work whether during the execution of the Work or subsequent to the execution of the Work.
- The goods/ services provided by the successful Quotationer shall be of the best quality. In case of any defect / deficiency in goods/ services constituting the Work or in case of the Work is not of quality acceptable to DDCA, then without prejudice to any other right of DDCA, the amount payable to the successful Quotationer shall be appropriately deducted.

- It will be the responsibility of the successful Quotationer to obtain work completion reports from officer/unit/section concerned in DDCA. In the absence of the delivery report, no payment will be released.
- The successful Quotationer shall be responsible for safe delivery of items at the Firoz Shah Kotla Ground.
- The successful Quotationer shall be responsible for all charges and expenses including, but not limited to, Installation charges. No charges shall be paid over and above the amount that may be mentioned in the Work Order.
- The successful Quotationer shall be responsible for the payment of wages/ settlement of dues with workers engaged by the successful Quotationer. DDCA will not be party of any dispute between successful Quotationer and its workers
- The payment will be made to successful Quotationer [20]twenty days after completion of match.
- The rates of items of Work shall be applicable for all heights and depths unless otherwise specified in the item, wherever applicable.
- The successful Quotationer shall obtain and keep in force throughout the term of the agreement, necessary / valid license from the concerned Licensing authorities as per application statutes and the rules framed there under and furnish the same to DDCA before commencement of the Work.
- The Successful Quotationer to whom work order is issued shall abide by the instructions as may be issued to it by the Department-in-Charge from time to time.
- DDCA has right to increase/decrease the Work quantity by 20%.
- Force Majeure shall mean and be limited to the followings:
 - a) Any war or hostilities,
 - b) Any riot or civil commotion,
 - c) Strikes lasting for more than 10 days.
 - d) Any earthquake, flood, tempest, lightening or other natural physical disaster, impossibility of the use of any Railway, Airport, shipping Services or other means of transport.

During the period of Force Majeure the respective rights and obligation of the parties shall remain suspended. DDCA shall have the sole and exclusive right to determine whether force majeure event has occurred and the period of continuance thereof.

- The successful Quotationer shall not employ for execution of work any person below the age of 18 years.
- If at any time, any question, dispute or difference arises between the DDCA and the successful Quotationer under/or in connection with the contract, either party shall as soon as reasonably practicable give to the other notice in writing of the existence of such question/dispute or difference specifying its nature and the point of issue and the same shall be referred for arbitration of sole arbitrator to be appointed by DDCA and the decision of such arbitrator shall be binding on both the parties i.e. DDCA and the successful Quotationer.

Execution/Performance of the Work shall continue during the arbitration and any subsequent proceedings. Arbitration proceedings are not required to be resorted to for termination of the Quotation.

- The venue of arbitration shall be Delhi.
- The Language of arbitration proceedings shall be English.
- The Law governing rights and obligations of the parties shall be the Indian Law of Contract.
- DDCA reserves the right to cancel or reject any or all the quotations without assigning any reason whatsoever.
- The Prospective Quotationer shall furnish its quotation in the format as set out in Annexure – A.
- Termination of Contract - During the currency of the agreement between DDCA and the successful Quotationer, the DDCA shall have the right to terminate the agreement if it is not satisfied with the performance of the Quotationer by giving it minimum 3 days' notice in writing. For this purpose, the DDCA shall be the sole Judge to decide whether the performance of the Quotationer is satisfactory or not and such decision of the DDCA shall be final, conclusive and binding on the Quotationer and the Quotationer shall not be entitled to any compensation in that regard. Furthermore, on account termination of the agreement, the Quotationer has to terminate its employees, then it shall be the responsibility of the Quotationer to pay the legal dues to its employees. In the event of noncompliance of legal requirements by the Quotationer, it shall be solely liable for all the costs and consequences arising from such non-performance. The termination of the contract by DDCA shall be without prejudice to any its rights under the law.

- The Applicant should not be member of DDCA.

(Signature of Quotationer)

Name (In full) & Legal status
i.e. whether Proprietorship, Partnership,
Company, Registered Society, HUF

(Affix rubber stamp in case of Firm, Company and Society)