

**NOTICE TENDER – PROVIDING AND INSTALLATION OF CASSETTE
AIRCONDITIONERS**

NOTICE INVITING TENDER/QUOTATION FOR PROVIDING AND INSTALLATION OF 30 TONNE CAPACITY CASSETTE AIRCONDITIONERS- MAKE DAIKIN/ MITSUBISHI FOR THE 5TH ODI MATCH BETWEEN INDIA AND AUSTRALIA TO PLAYED AT FEROSHAH KOTLA GROUNDS ON 13TH MARCH,2019.

Quotations are invited for **PROVIDING AND INSTALLATION OF 30 TONNE CAPACITY CASSETTE AIRCONDITIONERS - MAKE DAIKIN/ MITSUBISHI**, (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 above mentioned 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 to maintain requisite quality standards. The Work has to be completed in all respect on or before 20th February 2019.

Sealed quotations, duly filled form/details along with earnest money 10 % of the bid amount in the form of DD in favour of DDCA payable at Delhi may be submitted by 2.00 P.M on 05th Feb., 2019 in an envelope SUPERSCRIPED with the name of item is to be addressed to CEO, 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 05 P.M and the Quotations received shall be opened on 05th Feb. , 2019 at 04:00 PM .

DDCA reserves the right to accept or reject any/all quotations without assigning any reason whatsoever.

Particulars of Party Submitting Quotation

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| - | Required Information | |
| - | Name of the Company/Firm and complete registered Address | |
| - | 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 Regulatory authority, if any (attach photocopies) | |
| - | Year of commencement of Business | |
| - | Statutory Details(photocopy duly signed to be attached -Registration No. of the Firm - PAN -EPF- Registration No. - ESI Registration No. and other labor related license - VAT/CST,GST Registration No. - Name & address of Bankers along with current Account Details | |
| - | Has your company/firm ever changed its name in the past ? If so, when & the earlier name and the reason therefore? | |
| | Has you company been ever blacklisted by any organization? | |

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 up to 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 of 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 Bidder at my/own risk & cost.

(Signature of Bidder)

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'

SCOPE OF WORK:- PROVIDING AND INSTALLATION OF 30 TONNE CAPACITY CASSETTEE AIRCONDITION MAKE DAIKIN/ MITSUBISHI, COMPLETE IN ALL RESPECT. SUPPLY OF ELECTRICITY TO THE UNITS WILL BE BY DDCA

NOTE:-Before start of the work please visit the site as per requirement.

(Signature of Bidder)

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 -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 Bidder/ Vendor/ Service provider” and the Delhi & District Cricket Association shall be known as “DDCA”.
- Incomplete Documents will be rejected.
- Bidders 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 Bidder 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 Bidder will be paid.
- Materials will be checked before receiving at store department.
- The Bidder will submit requisite earnest money i.e. 10 % of the bid amount along with Quotation. The earnest Money to the unsuccessful Bidder shall be refunded within a month from the date of issue of Work order to the successful Bidder.
- The Bidder 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 Bidder does not deposit the security amount within 3 days of receipt of work order, then the work order shall stand cancelled.
- The Bidder must visit/examine the site and its surroundings on 31st Jan. and 1st Feb. 2019 by prior appointment for the proper assessment of Work before submitting the quotation. No claim later on any account shall be entertained.
- The Bidder 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 Bidder

rescinding the contract where upon the security deposit shall stand forfeited by DDCA without prejudice to the other remedies of DDCA against the Bidder. 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 Bidder at the prevailing rate as per applicable Statutory Provisions and the Rules framed thereunder.
- The Work shall be completed on or before 20th Feb, 2019.
- 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 Bidder 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 Bidder after defect liability period of 2 (Two) months from the date of completion of Work.
- The successful Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder shall be appropriately deducted.

- It will be the responsibility of the successful Bidder 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 Bidder shall be responsible for safe delivery of items at the FirozShah Kotla Ground.
- The successful Bidder 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 Bidder shall be responsible for the payment of wages/ settlement of dues, all statutory payments in respect of the workers engaged by the successful Bidder. DDCA will not be party of any dispute between successful Bidder and its workers
- The payment will be made to successful Bidder after [30] thirty days from the submission of bill(s). Bill shall be accepted along with the report of the authorized person of DDCA that the work has been completed to his satisfaction.
- The rates of items of Work shall be applicable for all heights and depths unless otherwise specified in the item, wherever applicable.
- The successful Bidder shall obtain and keep in force throughout the term of the agreement, necessary / valid license from the concerned Licensing authorities as per applicable statutes and the rules framed there under and furnish the same to DDCA before commencement of the Work.
- The Successful Bidder 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, lightning 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 Bidder shall not employ for execution of work any person below the age of 21 years.
- If at any time, any question, dispute or difference arises between the DDCA and the successful Bidder 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 to the 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 Bidder.

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 Bidder 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 Bidder, the DDCA shall have the right to terminate the agreement if it is not satisfied with the performance of the Bidder by giving it 03 days' notice in writing. For this purpose, the DDCA shall be the sole Judge to decide whether the performance of the Bidder is satisfactory or not and such decision of the DDCA shall be final, conclusive and binding on the Bidder and the Bidder shall not be entitled to any compensation in that regard. Furthermore, on account of termination of the agreement, the Bidder has to remove its employees from DDCA site, & it shall be the responsibility of the Bidder to pay the legal dues to its employees. In the event of noncompliance of legal requirements by the Bidder, 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.

- DDCA can change/ modify the scope of work, terms/conditions of contract etc at any time at its discretion & the same will be binding on the Bidder & same will not be challenged by Bidder.
- The Applicant should not be member of DDCA also, no relative should be working with DDCA.

(Signature of Bidder)

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

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

The last date of submission of above Tender/offer/ Quotation for India Vs. Australia ODI Match on 13th March 2019 to be held at DDCA, Ferozeshah Kotla Grounds, New Delhi is 05th Feb. 2019 By 2 P.M.

CEO, DDCA

30th January 2019