

TENDER

NOTICE INVITING TENDER/QUOTATION FOR SUPPLY AND INSTALLATION OF OUTDOOR MANUAL SIGHT SCREEN AT FEROZESHAH KOTLA GROUND (DDCA).

Quotations are invited **FOR SUPPLY AND INSTALLATION OF OUTDOOR MANUAL SIGHT SCREEN AT FEROZESHAH KOTLA GROUND (DDCA)** from highly reputed, well established suppliers according to terms and conditions given in tender document, details whereof are set out in **Annexure A** of this notice, herein after referred to as “the Work” at Ferozeshah Kotla Ground of the Delhi & District Cricket Association (DDCA) having valid licenses, sanctions (if applicable) and having experience of installations of sight screens of at least 3 International or Domestic Stadiums for Manual Sight Screen. 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 within one month from the date of Award of Work Order.

Sealed quotations, duly filled along with earnest money 10 % of the bid amount in the form of DD/Pay order in favour of DDCA payable at Delhi, in an envelope containing quotations SUPERSCRIPED with the name of item and 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. on or before 1st October, 2019. The tender box shall be closed at 02:00 P.M. on 1st October, 2019. The Quotations received on or before 02:00 P.M. on 1st October, 2019 shall be opened on the same day at 03:00 P.M in the presence of the parties submitting the quotation or their authorized representatives who choose to be present. DDCA reserves the right to accept or reject any/all quotations without assigning any reason whatsoever.

INSTRUCTIONS TO THE BIDDER

1. Please read the Terms & Conditions carefully before filling up the document.
2. Incomplete Documents will be rejected. It is in the interest of applicant that they may inspect the proposed premises before submitting the bid.
3. DDCA reserves the right to obtain feedback from the previous/present clients of the applicant and also depute its team(s) to inspect the site(s) at present contract(s) for on the spot first-hand information regarding the maintenance and other security related services provided by the applicant. The decision of the DDCA in this regard will be final and binding on all bidders.
4. Eligibility Condition: - The applicant should provide supporting documentation of previous work experience of installations done at any International or Domestic Stadiums for successfully providing, installing, Testing and Commissioning of at least 3 Manual/ Motorized sight screens.
5. The applicant shall ensure that all statutory compliances for its personnel are met.
6. The rates should include the cost of supplying of items, fabrication, transportation, installation, Testing & Commissioning or any other work related to tender document but exclusive of GST.
7. All statutory taxes/fees of any kind shall be borne by the applicant.
8. The bid shall contain two envelopes, viz:
 - i. Envelope 1. containing EMD and papers in support of the eligibility and documents which shall be superscribed as “EMD & Technical Bid”.
 - ii. Envelope 2. containing Financial bid in Annexure ‘A’ which shall be superscribed as “Financial Bid”.

All the papers except Annexure ‘A’ shall be kept in Envelope 1 and shall be duly signed by the authorised representative of the bidder. Both these envelopes shall be kept in a bigger envelope, which shall be superscribed as “Tender for Supply, Installation, Testing and Commissioning of sight screen”.

9. Each page of the Tender document to be signed by the Authorised Representative of the bidder in order to convey that all the Terms and Conditions have been duly read, understood and accepted by the bidder.
10. The envelopes containing quotations SUPERSCRIPED with “Tender for Supply, Installation, Testing and Commissioning of sight screen” 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 5P.M.
11. The quotation must reach the office of the DDCA on or before 02:00 P.M. on 1st October, 2019 and shall be opened on the same day at 03:00 P.M.

Particulars of Party Submitting Quotation

Sl. No.	Required Information	
	<ul style="list-style-type: none">Name of the Party	
	<ul style="list-style-type: none">Address for Communication	
	<ul style="list-style-type: none">Legal Status (Individual / proprietor, partnership firm, limited company, corporation, cooperative society, etc)	
	<ul style="list-style-type: none">Name of the contact person, Designation, Telephone No., Fax No., E-mail id and Postal Address	
	<ul style="list-style-type: none">Registration number issued by Regulation authority, if any (attach photocopies)	
	<ul style="list-style-type: none">GST – Registration number (attach photocopy)	
	<ul style="list-style-type: none">Permanent Account number (attach photocopy)	
	<ul style="list-style-type: none">Whether any partner/proprietor/ Director of the prospective Bidder has been convicted by any court of law, if so give details.	

(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)

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 6 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 our failure to execute the Work, the DDCA shall be entitled to forfeit the earnest money deposited by me/us and DDCA shall also be entitled to get the Work done from any other Bidder at my/our 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'

Work: SUPPLY AND INSTALLATION OF SIGHT SCREEN AT FERZESHAH KOTLA GROUND (DDCA)

S.NO	DESCRIPTION	QTY	INSTRUCTIONS TO PROSPECTIVE BIDDER	SPECIFICATION	RATE PER SIGHT SCREEN	AMOUNT (TOTAL)
1	Sight Screen on both Sides	Two (2) one on each side.	For Size and Installation related details , please visit the site	Height- 17ft to 20ft Length- 60ft Track- 115ft		

Terms & Conditions

1. The price quoted are inclusive of Fabrication, Transportation, Installation, Testing & Commissioning and all other charges. GST as applicable shall be charged extra, over and above the quoted amount.

(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)

Terms and Conditions

1. 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” and the Delhi & District Cricket Association shall be known as “DDCA”.
2. Incomplete Documents will be rejected.
3. Bidder should be registered with GST Deptt. on the date of bidding and should give his valid GST No.
4. Unless specified otherwise the price quoted should include all transportation, loading/unloading cost and all levies, taxes, duties, installation, testing & commissioning but excluding GST. The price 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.
5. The Bidder will submit requisite earnest money i.e. 10 % of the bid amount in the form of Pay Order/DD favouring DDCA payable at Delhi along with Quotation. The earnest Money to the unsuccessful Bidders shall be refunded within a month from the date of issue of Work order to the successful Bidder. The EMD of successful bidder shall be converted into the security deposit.
6. The Bidder 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.

(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)

7. 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 both EMD & 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.
8. 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.
9. The Work shall be completed within One month from the date of Award.
10. 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.
11. Security deposit shall be released to the Bidder after defect liability period of 6 (Six) months from the date of completion of Work.
12. 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.
13. The Work shall be executed with high degree of workmanship & conform to the approved norms, standards and specifications for the materials and Workman ship.

(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)

14. 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.
15. 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.
16. 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.
17. The successful Bidder shall be responsible for safe delivery of items at the Feroz Shah Kotla Ground.
18. 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.
19. The successful Bidder shall be responsible for the payment of wages/ settlement of dues with workers engaged by the successful Bidder. DDCA will not be party of any dispute between successful Bidder and its workers.

(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)

20. The payment for the services provided by the bidder shall be made within 30 working days after satisfactory completion of the work and the submission of the bills.
21. The rates of items of Work shall be applicable for all heights and depths unless otherwise specified in the item, wherever applicable.
22. 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 application statutes and the rules framed there under and furnish the same to DDCA before commencement of the Work.
23. 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 of DDCA from time to time.
24. 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.

(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)

25. The successful Bidder shall not employ for execution of work any person below the age of 18 years.

26. 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 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 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.

- i. The venue of arbitration shall be Delhi.
- ii. The Language of arbitration proceedings shall be English.
- iii. The Law governing rights and obligations of the parties shall be the Indian Law of Contract.

27. DDCA reserves the right to cancel or reject any or of the offers or cancel the tender and also modify conditions or effect any other change in items, terms and conditions.

28. The Prospective Bidder shall furnish its quotation in the format as set out in Annexure – A and In detail format.

(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)

29. 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 progress and performance of the Bidder 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 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 termination of the agreement, if the Bidder has any financial liability towards personnel engaged by it, then it shall be the responsibility of the Bidder to pay the legal dues to such personnel. 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.

(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)

Other Terms & Conditions:

1. The sight screen shall be ergonomically designed and easily moveable.
2. The design shall be weather proof and the material used shall be temperature resistant and water proof.
3. The necessary details / clarification if any can be obtained from DDCA Office between 11:00 A.M. to 04:00 P.M. on any working day.
4. All quotations / offers/ Tenders should be on the form given at annexure with Company / Firms / Organisation Stamp.
5. **An Earnest Money Deposit (EMD) in form of Bank Draft equal to 10% of the bid value shall be submitted by all bidders. The Bank Draft will be favouring Delhi & District Cricket Association payable at New Delhi. All quotations submitted without EMD shall be rejected. EMD amount shall be refunded to unsuccessful applicants within a month from the date of issue of a work order to the successful bidder. EMD shall be submitted by all bidders** along with PAN No. / Tin No. / Service Tax Number and I.D Proof with company / Organisation/ Firm's details of Registration, Memorandum & Articles, Partnership / proprietorship details as the case may be.
6. In the event another party is sought to be engaged as a supplier for the purposes of the tender, this may only be done by obtaining consent in writing of the Authorised official of DDCA.
7. All disputes shall be subject to the jurisdiction of courts of Delhi.
8. The Applicant should not be member of DDCA and should not have any close family relatives working in 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)

MINIMUM TECHNICAL SPECIFICATIONS OF THE PRODUCT.

Technical Specifications of Sight Screen

As per annexure

Material Specifications

Material: Combination of Galvanized Metal and Aluminum.

Screen: High Quality Perforated Metal Planks

Rigid Structure: Grouted Sections equidistant across length of screen to provide better strength.

Curve: Track and guide system for bent radius

Accessories: Nachi (German grade) bearings, nuts and bolts and Industrial grade channels of track system.

Height: 17ft to 20ft

Length: 60ft

Track: 115ft

Operational Specifications

Maneuverability: Manual

Color Changeability: Revolving or Motorized Canopy/planks.

The last date for submission of above Tender/offer/ Quotation is 1st October, 2019 by 02:00 P.M. and the tender will be opened at 03:00 P.M. on the same day.

.....
CEO, DDCA

LETTER OF AWARD CUM AGREEMENT

This Agreement is made in Delhi on the ____ day of _____ between *Delhi & District Cricket Association*, a company registered under the Companies Act and having its Regd. Office and principal place of business at Ferozshah Kotla Stadium, New Delhi, on the first part which expression shall mean and include, wherever the context so

requires or admits, its assigns, nominees, successors-in-interest and administrators hereinafter referred to as "DDCA"

AND

M/s _____, having its Office and principal place of business at _____, Party on the second part Which expression shall mean and include, wherever the context so requires or admits, its assigns, nominees, successors-in-interest and administrators, herein after registered to as 'Contractor/Service Provider'

WHEREAS, the DDCA is organizing an _____ Cricket Match between _____ & _____ on _____ at Ferozshah Kotla Ground New Delhi.

Whereas DDCA had advertised a short tender on its website and consequent to the approval of its tendering committee, wishes to engage the Service Provider to provide the services set out in **Schedule 2 & 3 ("Scope of Work, Fees")** and the Service Provider has agreed to provide those services on the following terms and conditions.

NOW THIS AGREEMENT WITNESSES AS UNDER:

That in consideration of the above and of the covenants of the parties contained herein, the DDCA hereby engages M/s _____, having its Office and principal place of business at _____ (Party of the Second Part as it's contractor for performing work, the scope of which is specified in Schedule 2 & 3 of the contract documents/ tender which appointment is hereby accepted by the contractor, on the mutual terms and conditions contained below:

1. TERM:

The term of this Agreement commences on signing of the agreement and ends on successful completion of the entire scope of work within the stipulated time ("Term"), unless terminated earlier or extended in accordance with this Agreement. Time is essence of this Agreement.

2. ENGAGEMENT:

The Service Provider agrees to provide the Services as per Schedule. The Services to be provided by the Service Provider may be varied with the mutual agreement in writing of the parties.

3. FUNCTIONS, DUTIES & RESPONSIBILITIES OF THE CONTRACTOR:

In the course of providing the services, the contractor shall;

- (a) Act in a professional manner exercising all due diligence, care, skill and judgment and provide the Services promptly, carefully, in accordance with the timelines and standard required by DDCA, which shall not be below with industry standards at any time.
- (b) Observe and comply with all laws (including statutory provisions) in force from time to time in India (including, without limitation, all occupational health and safety laws) and hold all authorizations, permits and licenses required under any law to perform the Services in accordance with instructions or directions given by DDCA, Police any Statutory Body or Local Authority;
- (c) Observe and comply with all applicable BCCI policies and procedures, including but not limited to site procedures, security, accreditation and access requirements, safety, transport, labor practices, logistics and all other procedures advised and issued by BCCI and the Statutory authorities from time to time.
- (d) Not engage any sub-contractors to execute the services without the prior written consent of DDCA. In the event of any sub-contractor being engaged by the Service Provider the

duty, obligation and the liability for the services shall still vest on the Service Provider. DDCA will not assume any responsibility toward the Sub-Contractor and the contract shall be responsible to execute the work.

- (e) Ensure that the personnel engaged to exercise and exploit the services under this Agreement are competent, and have the skills, qualifications and experience required to perform the services to the standard as required by DDCA and have been verified by the local police and copy of police verification for work carried out by the Service Provider Workers/Laborers'.
- (f) Procure at his own cost all equipment necessary for execution of Agreement;
- (g) Act in good faith in all dealings with DDCA and any of the entities with whom DDCA deals with; and
- (h) The Services should be free of all forms of advertising, promotional material and commercial identification including any name, logo, designation, trademark or other distinctive sign of the Service Provider or any third party, and shall not hold promote itself as a sponsor of DDCA or the Match and if found so Legal Action will be taken against the Service Provider.
- (i) Contractor shall not disclose to anyone any information of DDCA that it may have access during discharge of this Agreement.

4. FEES/ REMUNERATION:

4.1 In consideration for the supply of the Services in accordance with the terms of this Agreement, and subject to the terms of this Agreement, DDCA agrees to pay the Fee to the service provider in accordance with the provisions of Schedule 3

4.2 The service provider shall be responsible for and will pay all Taxes and other fees, charges and costs incurred in connection with the provision of the services and on any taxable supply made under this Agreement, whether or not the service provider is providing the consideration for the supply and shall indemnify and hold DDCA harmless

against any Loss suffered or incurred in respect of any obligation to pay such Taxes, fees, charges and costs.

4.3 The service provider acknowledges that DDCA may be obligated by law to make deductions at source from the amounts payable under this Agreement on account of withholding tax and DDCA agrees to provide copies of all relevant documentation to service provider.

5. AMBUSH MARKETING:

The service provider acknowledges that one of DDCA's key objectives is to prevent Ambush Marketing and unauthorized use of intellectual property in relation to the BCCI and its sponsors. Accordingly, the service provider must not engage in, or permit or encourage its representatives to engage in, any form of Ambush Marketing in relation to the BCCI or its sponsors and must comply with applicable laws.

6. MEDIA & PUBLICITY:

6.1 DDCA will have the sole responsibility for approving any press release or any public announcement relating to the services or any aspect of this Agreement.

6.2 The service provider must not make comments to any media organization, disparaging or otherwise, which relate in any way to the or general functioning of DDCA, this Agreement, or the BCCI.

6.3 Throughout the Term, the service provider must notify DDCA as soon as practicable of any issues or matters relating to the service provider that may impact the reputation or standing of, or cause a media organization to comment on the service provider, DDCA, the BCCI, or any of BCCI's sponsors.

7. CONFIDENTIALITY:

7.1 The parties agree to keep the terms of this Agreement confidential and not to disclose the terms and conditions to any third party.

7.2 The parties acknowledge that the undertaking in clause 7.1 does not apply:

- (a) Where the terms of the Agreement has become part of the public domain, otherwise than as a result of a breach of this clause;
- (b) where the terms of the Agreement are required to be disclosed by law, any government agency, any regulatory body or applicable stock exchange; or
- (c) To DDCA, where DDCA is requested to disclose the terms to any Government department and/or the BCCI.

8. WARRANTIES

The Service provider warrants that:

- (a) The Work shall be executed with high degree of workmanship & conform to the approved norms, standards and specifications for the materials and Workmanship.
- (b) The goods/ services provided by the Supplier 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 Supplier shall be appropriately-deducted.
- (c) The Supplier shall take all precautions and safety measures for all Workers/laborers etc. which are to be engaged by it for execution of said Work. The Supplier 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 Supplier at site.
- (d) The Supplier shall be responsible for the payment of wages/ settlement of dues, all statutory payments in respect of the workers engaged by the Supplier. DDCA will not be party to any dispute between Supplier and its workers.
- (e) The payment will be made to Supplier AS PER AGREED TERMS. Bill shall be accepted along with the report of the authorized person of DDCA that the work has been completed to his satisfaction.
- (f) The Supplier 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.

(g) The Supplier shall abide by the instructions as may be issued to it by the Department-in-Charge from time to time.

i. DDCA has right to increase/decrease the Work quantity by 20%.

ii. The Supplier shall not employ for execution of work any person below the age of 21 years.

9. INSURANCE:

The service provider shall be responsible for ensuring that it has adequate insurance in place to cover all risks associated with the provision of the services and DDCA shall have no liability in this regard.

10. TERMINATION:

10.1 During the currency of the agreement between DDCA and the Supplier, the DDCA shall have the right to terminate the agreement if it is not satisfied with the performance of the Supplier by giving it 3 days' notice in writing. For this purpose, the DDCA shall be the sole Judge to decide whether the performance of the Supplier is satisfactory or not and such decision of the DDCA shall be final, conclusive and binding on the Supplier and the Supplier shall not be entitled to any compensation in that regard. Furthermore, on account of termination of the agreement, the Supplier has to remove its employees from DDCA site, & it shall be the responsibility of the Supplier to pay the legal dues to its employees. In the event of noncompliance of legal requirements by the Supplier, 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.

10.2 DDCA can change/ modify the scope of work, terms/conditions of order/ contract etc at any time at its discretion & the same will be binding on the Supplier & same will not be challenged by Supplier. Any such change or modification shall not amount to termination of the Order/ contract.

10.3 Where DDCA terminates this Agreement in accordance with this clause (subject to DDCA's other rights under this Agreement or at law, including the right to forfeit, withhold or set off payments and the recovery of damages).

- (a) The service provider will deliver to DDCA (within 24 hours of request by DDCA) any equipment and/or materials which are owned by DDCA or confidential information owned by DDCA; and
- (b) DDCA will not be liable for any cost, loss, expense or damage suffered by the service provider as a consequence of or in connection with the Agreement, the services or the termination.

11. INDEMNIFICATION

The Supplier 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 Supplier or its servants, agents, employees, representatives etc., whether during the execution of the Work or subsequent to the execution of the Work.

12. FORCE MAJEURE

12.1 Force Majeure shall mean and be limited to: 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.

12.2 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.

13 DISPUTE RESOLUTION

If at any time, any question, dispute or difference arises between the DDCA and the Supplier under/or in connection with this Order, 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 Supplier.

Arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 as amended from time to time.

13.1 The venue of arbitration shall be Delhi.

13.2 The Language of arbitration proceedings shall be English.

13.3 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 Order.

13.4 The Law governing rights and obligations of the parties not specifically defined or restricted herein shall be the Indian Contract Act.

14. GENERAL:

14.1 Assignment - The service provider shall not assign, delegate, and transfer any of their Rights and or obligations under this Agreement to any third person/s, concern/s, firm/s, company/ies, entity/ies without the prior written consent of DDCA.

14.2 Relationship - The relationship between the parties is that of principal and independent contractor. The DDCA and the service provider agree that nothing in this Agreement is intended to create the relationship of partnership, agency or employer and employee amongst the parties and it is the express intention of the parties that any such relationship

is denied. The Service Provider must not represent itself as an agent, representative or partner of DDCA in any circumstances.

- 14.3 No authority to act - Without DDCA's prior written consent, the service provider has no power or authority to act for or to assume any obligation or responsibility on behalf of DDCA, to bind DDCA to any agreement, negotiate or enter into any binding relationship for or on behalf of DDCA or pledge the credit of DDCA.
- 14.4 Severability - If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, that provision will be deleted and the remaining provisions of the Agreement will remain in full force.
- 14.5 Variation - No variation of this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.
- 14.6 Waiver - The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 14.7 Compliance – The service provider agrees to comply with all laws and statutory compliances, as they may be applicable to them. The costs of complying with such laws in relation to the provision of the services are to be borne by the service provider.
- 14.8 Governing law and jurisdiction - This Agreement shall be constructed and interpreted in accordance with the laws of India. The courts in Delhi "Central District" alone, to the exclusion of all other courts elsewhere in India, shall have exclusive jurisdiction to try any dispute arising out of this Agreement.

DDCA reserves its right to blacklist the supplier for a minimum period of 3 years but not exceeding 5 years in case of violation of any of the terms of Order and the said action shall

be without prejudice to any right or action as provided under this order/
contract or any law for the time being in force.

**THE ORIGINAL OF THIS AGREEMENT SHALL BE WITH THE DDCA AND THE
SIGNED DUPLICATE OR XEROX COPY OF THE AGREEMENT SHALL BE HANDED
OVER TO THE CONTRACTOR.**

IN WITNESS WHEREOF, the parties have super scribed their respective hands
to this Agreement in Delhi on this. Day of 2019.

For Delhi & District Cricket Association

Member of Standing Committee for approval of Tenders

M/s _____
Authorized Signatory

Witnesses:

1: _____

2: _____

SCHEDULE 1

1. DDCA's Details

Name	Delhi & District Cricket Association
Address:	Ferozeshah Kotla Ground, New Delhi 110002
Telephone Number:	91-11-23319323, 23312721, 23313143
Facsimile Number:	91-11-23722097
Email:	
Contact Person	

2. Service Provider's Details

Name	
Address:	
Telephone Number:	
Facsimile Number:	
Email:	
Contact Person	

For Delhi & District Cricket Association

Members of standing committee for approval of Tender

M/s _____
Authorized Representative

SCHEDULE 2

1. Scope of Work:

The Service Provider agrees to provide the following services to the satisfaction of the DDCA.

- (a) _____
- (b) _____
- (c) _____
- (d) _____
- (e) _____

2. Time Commitment

The Service Provider must ensure that, as a minimum, it provides the following time commitment to the provision of the Services:

- a) _____
- b) _____

For Delhi & District Cricket Association

Members of standing committee for approval of Tender

M/s _____
Authorized Representative

SCHEDULE 3

1. Fees

DDCA will pay to the Service Provider the following fees inclusive of all taxes.

2. Payment Terms

- (a) Fees will be payable in Indian Rupees.
- (b) Payment will be made by cheque in favour of M/s. _____;
- (c) Payment of the Fees _____ (Plus GST) is subject to satisfactory completion of the services as determine by DDCA and shall be paid within 30 days working days of the successful execution of the services.
- (d) The Service provider also agrees if there are minor additional requirements, they will supply the same. The payment shall be made for the actual no. of sets supplied.
- (e) That the service provider will submit the bills within the 10 Days of providing the services to the Delhi and District Cricket Association and thereafter the DDCA shall make the payment latest within 30 working days.

For Delhi & District Cricket Association

Members of standing committee for approval of Tender

M/s _____
Authorized Representative

-----X-----