

## **NOTICE TENDER – PROVISION OF SHADES& FENCING WORK**

**NOTICE INVITING TENDER FOR PROVIDING/PROVISION,FABRICATING & FIXING OF SHADES & FENCING ONLY ON NEW CHILLER PLANT& SHADES ON OLD CHILLER PLANT & ELECTRICAL PANEL AS REQUIRED for T-20 IPL MATCH 2021 TO BE PLAYED AT ARUN JAITLEY STADIUM , DDCA.**

Tenders are invited for **providing, fabricating & fixing of shades on new & old chiller plant, Electrical panel as Required FOR**(details whereof are set out in AnnexureA to this notice) herein after referred to as “the Work” at Arun Jaitley Stadium 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 Tender shall be subject to terms and conditions as mentioned in Annexure A 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 18<sup>th</sup> April, 2021.

Sealed Tenders duly filled form/details alongwith earnest money 5% of the bid amount in the form of DD in favor of DDCA payable at Delhi may be submitted by 2.00 P.M on 30/03/2021 in an envelope containing Tenders SUPERSCRIPED with the name **TENDER FOR PROVIDING/PROVISION,FABRICATING & FIXING OF SHADES ON NEW & OLD CHILLER PLANT, ELECTRICAL PANEL** of item is to be addressed to **Tender and Purchased Committee**, Delhi & District Cricket Association, Arun Jaitley Stadium New Delhi-110002 should be dropped in a box kept at the reception of DDCA during office hours 10A.M TO 05 P.M and the Tenders received shall be opened on 30/03/2021 at 04:00 PM .

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

**Tender and Purchase Committee  
DDCA**

## Particulars of Party Submitting Tender

-	<b>Required Information</b>	
-	<b>Name of the Company/Firm and complete registered Address</b>	
-	<b>Legal Status ((Individual / proprietor, partnership firm, limited company, corporation, cooperative society, etc)</b>	
-	<b>Name of the contact person, Designation, Telephone No., Fax No., E-mail id</b>	
-	<b>Registration number issued by Regulatory authority, if any (attach photocopies)</b>	
-	<b>Year of commencement of Business</b>	
-	<b>Statutory Details( photocopy duly signed to be attached</b> <b>-Registration No. of the Firm</b> <b>- PAN</b> <b>-EPF- Registration No.</b> <b>- ESI Registration No. and other labor related license - VAT/CST,GST Registration No.</b> <b>- Name &amp; address of Bankers along with current Account Details</b>	
-	<b>Has your company/firm ever changed its name in the past ? If so, when&amp; the earlier name and the reason therefore?</b>	

### **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, 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 Tender. 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 Vendor at my/own risk & cost.

(Signature of Vendor)

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:-PROVISION OF SHADES& FENCING WORK**

<b>S. No</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY.</b>	<b>RATE</b>	<b>AMOUNT</b>	<b>REMARKS</b>
	Providing, Fabricating & fixing of shades by Metro sheets as required and Fencing by using angle of size 50x50x6mm,flat and jali size 2"x2" spacing welding, painting etc. complete.					
1	On new chiller plant (a) Roofing (b) Fencing with doors	SFT SFT	1033 1183			
2.	On old chiller plant	SFT	344			
3.	On Electrical panels at sub-station.	SFT	350			

**NOTE:-BEFORE START OF THE WORK PLEASE VISIT THE SITE AS PER REQUIREMENT**

(Signature of Vendor)

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 Tender in reference to the notice inviting Tender whether it be a Proprietor / Individual, Partnership firm, Company, Society shall be, hereinafter referred as “the Vendor/ Vendor/ Service provider” and the Delhi & District Cricket Association shall be known as “DDCA”.
- Incomplete Documents will be rejected.
- Vendors should be registered with 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 GST etc. The price quoted and agreed in the Work Order for the successful Vendor 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 Vendor will be paid.
- The Vendor will submit requisite earnest money i.e. 5 % of the bid amount along with Tender. The earnest Money to the unsuccessful Vendor shall be refunded within a month from the date of issue of Work order to the successful Vendor.
- The Vendor shall submit security deposit @ 5% 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 Vendor does not deposit the security amount within 3 days of receipt of work order, then the work order shall stand cancelled.
- The Vendor must visit/examine the site and its surroundings by prior appointment (Contact Person Mr.Jai kr.Jha 9212017917) for the proper assessment of Work before submitting the Tender. No claim later on any account shall be entertained.
- The Vendor 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 Vendor

rescinding the contract where upon the security deposit shall stand forfeited by DDCA without prejudice to the other remedies of DDCA against the Vendor. 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 Vendor at the prevailing rate as per applicable Statutory Provisions and the Rules framed thereunder.
- The Work shall be completed on or before 18<sup>th</sup> April, 2021.
- 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 Vendor 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 Vendor after defect liability period of 2 (Two) months from the date of completion of Work.
- The successful Vendor shall take all precautions and safety measures for all Workers/laborer's etc. which are to be engaged by it for execution of said Work. The successful Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor shall be appropriately deducted.

- It will be the responsibility of the successful Vendor 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 Vendor shall be responsible for safe delivery of items at the Arun Jaitley Stadium.
- The successful Vendor 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 Vendor shall be responsible for the payment of wages/ settlement of dues, all statutory payments in respect of the workers engaged by the successful Vendor. DDCA will not be party of any dispute between successful Vendor and its workers
- The payment will be made to successful Vendor 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.
- DDCA has right to increase/decrease the Work quantity by 20%.
- Material is received shall be consumed for installation only after the same is verified by authorized represented & issued for consumption after all the formality is completed by department.
- The Vendor is to be submitted material supply test report specially for the materials from the Government certified lab.
- The successful Vendor has to sign. The Agreement as per annexure – C
- Payment terms: - 60 % of payment against delivery of material will be released after material is received in DDCA, Verified by DDCA designated official and issued for installation under the approval of the designated officer & remaining payment will be after completion of work.
- The successful Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor.

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 Tender.

- 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 Tenders without assigning any reason whatsoever.
- The Prospective Vendor shall furnish its Tender in the format as set out in Annexure – A.

- Termination of Contract - During the currency of the agreement between DDCA and the successful Vendor, the DDCA shall have the right to terminate the agreement if it is not satisfied with the performance of the Vendor 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 Vendor is satisfactory or not and such decision of the DDCA shall be final, conclusive and binding on the Vendor and the Vendor shall not be entitled to any compensation in that regard. Furthermore, on account of termination of the agreement, the Vendor has to remove its employees from DDCA site, & it shall be the responsibility of the Vendor to pay the legal dues to its employees. In the event of noncompliance of legal requirements by the Vendor, 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 Vendor& same will not be challenged byVendor.
- The Applicant should not be member of DDCA.

(Signature of Vendor)

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

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