#### **NOTICE INVITING TENDER**

# TENDER FOR TENTAGE AND LIGHTS ARRANGEMENT AT IGDTUW KASHMERE GATE, DELHI - 110 006

(IGDTUW/GA/E-Tender-Tentage2023-24)



# Registrar INDIRA GANDHI DELHI TECHNICAL UNIVERSITY FOR WOMEN

(Established by Govt. of NCT of Delhi under Act 9 of 2012) Kashmere Gate, Delhi-110006 e-mail: registrar@igdtuw.ac.in; www.igdtuw.ac.in

#### 1. INTRODUCTION

Indira Gandhi Delhi Technical University for Women (IGDTUW) was established by the Govt. NCT of Delhi in May, 2013 vide Delhi Act 09 of 2012, as a non-affiliating University to facilitate and promote studies, research, technology, innovation, incubation and extension work in emerging areas of professional education among women, with focus on engineering, technology, applied sciences, architecture and its allied areas with the objective to achieve excellence in these and related fields.

In order tofacilitatethe generic and ambient arrangements for said events, services related to Tentage Items &Lights arrangements etc. are required collectively at one time for its successful performance. Accordingly, the IGDTUW, GNCTD intends to invite bids for the proposed services through etender.

The contract will be awarded for a period of One (01) year initially and further extendable for another two (02) year (subject to satisfactory performance) on mutual consent on same rates and terms & conditions.

Estimated Cost of the Contract is Rs. 30, 00, 000/- approximately. Bid shall remain valid for 180 days from the last date of submission of bid.

#### 2. **GENERAL INSTRUCTION**

The present Bid is being invited under which the bidder shall provide Services for "Hiring of Tentage items & Lights for arrangement of function/event/seminar/conference/workshop" under" **Two Packet Bid Systems** (i.e. Technical Bid & Financial Bid). Bidder(s) are advised to study the Bid Document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications.

#### 3. IMPORT ANT DETAILS AND TIME LINE/SCHEDULE OF BID

	NameoftheBid	
1	Nameoffiediu	E-TENDER FOR RATE CONTRACT FOR "TENT
		ITEMS & LIGHT SERVICE (ON HIRING BASIS)" FOR
		ARRANGEMENT OF FUNCTION/EVENT/
		SEMINAR/CONFERENCE/WORKSHOP" AT INDIRA
		GANDHI DELHI TECHNICAL UNIVERSITY FOR
		WOMEN, KASHMERE GATE, DELHI-110006
	Estimated Cost of BID	WONEN, MICHINERAL GITTE, BEBIN 110000
2	Estimated Cost of BID	Rs.30,00,000/-approx.
3	Method of selection	Cost-BasedSelection/LowestBid
4	Earnest Money Deposit	2% of Estimated Cost.
5	Bid Validity Period	180 days from the last date of submission of bid.
6	Consortium/Joint Venture	Not Allowed
7	Bid Language	English
8	Bid Currency	INR(Rs.)
9	Pre-Bid Meeting	Date & Time: 04.10.2023 at 11:00 AM
		Venue- Conference Hall, Administrative Block, IGDTUW, Kashmere Gate, Delhi- 06
10	Performance Guarantee	3% of Estimated Cost of Project.
11	Bid start Date & Time	27.09.2023 at 11:00 AM
12	Last Date of Physical submission of EMD	18.10.2023 at 2:30 PM
		10.10.0000
14	Last Date of Submission of Bid	18.10.2023 at 2:30 PM
15	Opening of Technical Bid	18.10.2023 at 3:00 PM
16	Opening of Financial Bid	To be communicated later
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Bidders are advised to read the tender documents carefully. Bid response prepared in accordance with the procedures enumerated in the bid documents should be submitted online to the IGDTUW, GNCTD, not later than the date and time laid down in the bid documents.

The Tender documents along with detailed terms &conditions are available on the e-procurement website of NIC <a href="http://govtprocurement.delhi.gov.in">http://govtprocurement.delhi.gov.in</a>.

#### The Bidder should submit the tender in the following two bids:

- A. **Technical Bid**: It should contain the documents mentioned under the Clause-7(7) of Tender document.
- B. **Financial Bid**: It should have only rates quoted by the Bidder per unit in the prescribed format only.

#### 4. ELIGIBILITY CRITERIA

- (i) The bidder should be a Sole Proprietorship firm OR Company registered under Indian Companies Act, 1956/Company Act, 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008 & should have been in existence in India for the last 05 years ending with 31.03.23.
- (ii) Bidding in the form of Joint Venture/Consortium is not permitted.
- (iii) Thebiddingfirm/company should havefullyfunctionalofficeinDelhi/NCR.
- (iv) The bidder must have three years' experience (ending month of March-2023) of providing similar type of services to Central/State Government/PSUs/Nationalized Banks/ Public Listed Companies. Services rendered with copy of Work order of such Central/State/PSUs/Nationalized Banks with duration of service shall be furnished.
- (v) The bidder must have successfully executed/completed similar Services ("Similar Services" means Services either related to Tentage Items Or Tentage Items along with Light Arrangements") over the last three financial years (ending with March 2023):
  - a. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  - b. Two similar completed services costing or less than the amount equal to 50% (fifty percent) of the estimated cost; or
  - c. One similar completed service costs not less than the amount equal to 80% (eighty percent) of the estimated cost.
- (vi) The average annual turnover in the last three (03) F.Ys ending with 31<sup>st</sup>March 2023 should be equal & above Rs.30 Lakh i.e. 100% of the Annual Estimated Cost of the Contract.
- (vii) The bidding firm should have a team of experienced professionals on its rolls.
- (viii) The bidding firm should have registered with Income Tax.
- (ix) The bidding firm should have valid GST Registration.
- (x) The Bid der should not be banned or suspended or blacklisted by any Central/State Government/PSUs/Nationalized Banks/Public Listed Companies or declared bankrupt or insolvent or debarred under Rule 151 of GFR-2017
- (xi) The Bidder should have valid ISO Certificates relevant to the specific services required in this bid.
- (xii) The Bidder should have valid PF/ESI Registration Certificate.
- (xiii) The Bidder should have valid Electrical License.
- (xiv) Net Worth of the bidder should be positive as per the last audited financial statement.

#### 5. SCOPE OF WORK

The brief scope of work is as follows:

- (a) To create ambiance in the various functions/events etc organized by IGDTUW, GNCT of Delhi. Kashmere Gate Delhi.
- (b) Preparation, Development & Execution for setting uppavilions/stall/counters/stage on behalf of IGDTUW, GNCTD for various functions, events, workshops, seminars, conferences.
- (c) Overall Management of the entire venue i.e. Stage, Light, Audio –Video Relay, VIP Lounge, Guest Seating, Media Stage (with requisite support equipment) Public Seating, Barricading, Public Lighting, Refreshments Stalls, Waste Management, Security, etc.
- (d) The agency will control and manage the manpower/technical manpower support required to discharge various works like Transportation & Installation of tent, and other allied equipment), dismantling etc.
- (e) The agency shall use all items neat and clean only and furnish all above key aspects including adherence to quality service and timely execution.

#### 6. **SPECIAL TERMS & CONDITION**

Special Terms & Conditions are detailed as under:-

#### (1) OBLIGATIONT OF CONTRACTOR

- (i) The "Bidder" shall mean the one who has signed the Proposals. The Bidder may be either the Constituted attorney of the company/firm/organization Or the Principal Officer Or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents(includinganyclarificationssoughtandanysubsequentcorrespondences) received hereby, shall, be furnished and signed by the Bidder. It is further clarified that the individual signing the Proposal or other documents in connection with the Proposal must certify whether he/she signs as:
  - a) Constituted attorney of the company/firm/organization,

OR

- b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company
- (ii) The Bidder shall sign its Proposals with the exact name of the Company to whom the contract is to be issued. The Proposals shall be duly signed and sealed by an executive officer of the Bidder's organization. Each Proposalshall be signed by a duly authorized officer and executed under seal. The Bidder shall clearly indicate their legal constitution and the person signing the Proposals shall state his capacity and also a source of his ability to bind the Bidder.
- (iii) The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Proposal. DoE may out rightly reject any Proposal not supported by adequate proof of the signatory's authority.
- (iv) Bidder is required to confirm and declare with his bid that no agent, middle man, or any intermediary has been, or will be, engaged to provide any services or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the bid price will not include any such amount. If the Education Department subsequently finds to the contrary, the Department reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- (v) Canvassing or offering of an advantage or any other inducement by any personwith a view to influencing acceptance of a bid will be an offense under the Laws of India. Such action will result in the rejection of the bid, in addition to other punitive measures.

- (vi) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Department shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss anddamage likely to be suffered and incurred by the Authority and not by way of penalty for, inter rail, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise.
- (vii) The implementing agency will not be allowed to outsource or assign any activities of their project to any other agency. It shall be deemed that by submitting the proposal, the Bidder has:
  - a) Made a complete and careful examination of the Bid;
  - b) received all relevant information/Description of Service, requested from the IGDTUW, Delhi.
  - c) accepted the risk of inadequacy, error or mistake in the information provided in the Bid or furnished by or on behalf of the Department relating to any of the matters relevant to the Project;
  - d) Satisfied itself about all matters, things, and information including necessary and required documents for submitting an informed Bid, execution of the Project in accordance with the Bid and performance of all of its obligations there under:
  - e) Acknowledged and agreed that in adequacy, lack of completeness, or incorrectness of the information provided in the Bid or ignorance of any of the matters referred in the bid hereinabove shall not be a basis for any claim for compensation, damages, an extension of time for performance of its obligations, loss of profits, etc.
  - f) Acknowledgedthatitdid nothaveaConflictofInterest;and
  - g) Agreed to be bound by the undertakings provided by it under and in termshereof.
  - h) Noted that this proposal is invited on single responsibility basis, so the bidder is supposed to quote the rates considering all aspects, e.g. inclusive of all charges, octree, freight, transportation, dismantling cost etc. while submitting his proposal.
  - i) The Department shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bid Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Department.

- (viii) IGDTUW reserves the right for monitoring of work interms of acceptability, utility & quality and make changes/corrections, ifany.
- (ix) IGDTUW reserves the right to take inputs regarding performance of a bidder on any similar work (on-going or completed) from any other client whether disclosed in the technical proposal or not. If any such report from the client is found to be unsatisfactory, the contract will liable to be rejected. Any other obligation, if required so.
- (x) The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contract shall keep the contract fully indemnified against liability of tax, interest, penalty etc. of the contract in respect thereof, which may arise.

#### (2) EARNEST MONEY DEPOSIT/BID SECURITY

- (i) The bidder shall deposit Earnest money (Earnest Money Deposit)/Bid Security of an amount of Rs. 60,000/- (i.e. 2% of Estimated Cost) in the form of Bank Guarantee/DD/ Cheque from any Indian nationalized/ scheduled bank in favour of "Registrar, Indira Gandhi Delhi Technical University for Women, GNCT of Delhi", The Earnest money will remain valid for a period of 225 days beyond the last date of submission of Bid. Exemption to Earnest Money Deposit will be allowed as per GFR-2017 subject to submission of valid proof.
- (ii) Besides uploading the scan copy of EMD / Valid Document for EMD Exemption along with technical bid, the EMD (Original Hardcopy)/ Valid EMD Exemption Document has to be submitted physically (in sealed envelope scribing Tender Details) with in the stipulated time period as mentioned in Timeline/Schedule of Bid in the Office of Registrar IGDTUW, Kashmere Gate Delhi–110006.
- (iii) If the successful bidder refuses or neglects to execute the contract or fails to furnish the required Performance Guarantee within 15 days of the placement of the work order, the Bid security / Earnest Money Deposit will be forfeited and the awarded work will be cancelled.
- (iv) EMD of the bidder will be forfeited, if the bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of the validity of its bid.
- (v) No interest is payable on EMD amount.

#### (3) LANGUAGE OF TENDER AND COST OF PROPOSAL

- (i) The Tender prepared by the bidder as well as all correspondences and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English, the notarized translated English version of the documents should also be enclosed. Tender received without such translation copy will be rejected.
- (ii) Each Bidder can submit one bid only. More than one bid shall be summarily rejected. The bidder shall bear all costs associated with the preparation and submission of his proposal and the Department will in no case shall be responsible or liable for those costs, regard less of the conduct or outcome of the tender process.

#### (4) AUTHORIZATION OF THE BIDDER

The Tender should be signed by the person who is authorized for the same by the bidder or by the person who is duly authorized for the same by the bidder.

#### (5) SUBMISSION OFTENDER

Bids should be submitted **ONLINE** in two parts- Technical Bid and Financial Bid/Price Bid.

**Technical Bid**:It should contain the documents mentioned under the **Clause – 7**ofthe Tender document.

**Financial Bid**: It should have only rates quoted by the Bidder per unit in the prescribed format only.

Bidders should ensure the submission of all documents along with & as per Check list given in **Annexure-X**. Bidder should apply on-line well beforethelast date &time. The IGDTUW will not entertain any bid delayed due to any reason.

#### (6) DOCUMENTS TO BE UPLODED ALONG WITH TECHNICAL BID

Technical Proposal must contain the legible copies of supporting documents as mentioned below.

- (i) Check List (Annexure-X)
- (ii) Scan Copy of Earnest Money Deposit/Valid Document for EMD Exemption
- (iii) Certificate of Incorporation for Registered Companies, Partnership Deed for Partnership Firms.
- (iv) GST Registration Certificate.
- (v) GST Return for the Last three F.Y 2019-20, 2020-21, 2021-22
- (vi) PANCard
- (vii) Income Tax Return for the Last three F.Y 2019-20, 2020-21, 2021-22
- (viii) Summary [duly certified by the Chartered Accountant having valid Unique Document Identification Number **(UDIN)**] of detail regarding Financial Year wise Average Annual Turnover (in preceding 03 Financial Years ending with 31<sup>st</sup> March 2023) in **Annexure-'A'** along with supporting document- Balance Sheet and Profit & Loss Account (duly certified by the Chartered Accountant)for preceding three financial years i.e., 2020-21, 2021-22& 2022-23 showing annual turnover.
- (ix) An undertaking on Rs.100/-on non-judicial stamp paper stating that Bidder is not banned or suspended or black listed by any Central/State Government/PSUs/Nationalized Banks/Public Listed Companies or declared bankrupt or insolvent or debarred under Rule 151 of GFR-2017Annexure-'B'.
- (x) Compliance to the requirement of Bid Document &Conflict of Interest-**Annexure-'C'.**
- (xi) Details of Past Experience for providing Tentage items Or Tent items with Light Arrangement (on Hiring Basis) in last 03F.Ys(ended with 31.03.2023)-**Annexure-'D'** along with supporting document for proof (i.e. Work Order/Execution Certificate/Satisfactorily Completion Certificate)
- (xii) Authorization letter/document from management in favour of Authorized signatory.
- (xiii) Proof regarding the existence of firm/agency for the last 05 years ending on 31.03.2023.
- (xiv) Undertaking with regard to Positive Net Worth in the last Audited Financial
- (xv) Complete details(Bio-data) of the bidding firm(Annexure-E)
- (xvi) Valid ISO Certificates relevant to the specific services required in this bid.
- (xvii) Proof for office location in Delhi NCR.

#### (7) OPENING OF TENDER AND EVALUATION OF TECHNICAL BIDS

- (i) The Technical Bids will be opened and downloaded from e-procurement portal as per schedule/time line or on subsequent working day as per convenience of the University.
- (ii) The technical bid shall be evaluated by the duly constituted Technical Evaluation Committee (TEC)/ Purchase Committee. The decision of the Registrar (IGDTUW) to declare any of the bidders qualified/disqualified in the bidding, on the basis of the advice of the TEC/Purchase Committee, shallbe final and binding. The intimation of decision of the Registrar (IGDTUW)shall be conveyed to the bidders.
- (iii) Decision of the Registrar (IGDTUW)in this regard shall be final and binding on all the participating bidders. No correspondence to the effects shall be entertained.

#### (8) RIGHT OF THE DEPARTMENT TO REJECTANYTENDER

The Registrar (IGDTUW), GNCT of Delhi reserves the right to cancel/reject the tender at any stage- Technical/Financial. Further, The Registrar (IGDTUW) GNCT of Delhi does not bind himself/herself to accept the lowest or any other bid and reserves the right to reject any or all the bids received without assigning any reason. All bid sin which any of the prescribed condition is not fulfilled or any condition including that of the conditional rebate is put forth by the bidders shall be summarily rejected. The Registrar (IGDTUW)Delhi reserves to himself/herself the right to accept the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted and as accepted by the Registrar (IGDTUW).

#### (9) FINANCIAL BID/PRICEBID & ITS EVALUATION

The bidder shall furnish the financial bid (called Financial Proposal).

- (i) The bidder has to quote their rates in BOQ. The denomination of rate quoted by the bidder should be Rate in INR (Rupees) Per Day for Hiring of Per Unit/Per Set/Per Job/Per Sq.ft. as mentioned in BOQ.It is mandatory for the bidders to quote the rates of all the items of the bid.
- (ii) Rate should be quoted **Excluding GST**.
- (iii) If a bidder quotes Nil/Zero/Decimal or does not quote for any of the items, the financial shall be treated as unresponsive and will not be considered.

- (iv) The bidder should keep in mind the conveyance charges, transportation charges, assignment charges, labour charges, installation and dismantling charges etc. which bidder may in cur while executive of work order.
- (v) The financial proposal which is found with optional/multiple/abnormal/preda tory rates will be summarily rejected. Price bid should not contain any financial conditions. Variation in the financial terms and conditions of the bid will not be accepted.
- (vi) The financial bid shall remain valid for the 04 months from the date of opening of financial bid.
- (vii) The rate quoted by the bidder shall be kept firm for a period specified in the bid from the date of opening of the bid. Escalation of rate will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of taxes payable to the Governments with in the stipulated period.
- (viii) Financial Bid Amount will be drawn from Grand Total of Financial Proposal/Bid as quoted by bidder in prescribed format. Any error in totaling while calculating of Financial Bid Amount will liable to rejection of Financial Proposal of that concerned bidder.

#### (10) AWARDOFCONTRACT:

- a) The Indira Gandhi Delhi Technical University for Women, Delhi will award the contract to successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bid documents and on the basis oflowest rates received. The successful (L-1)bidder will be selected on the basis of Lowest Rates in Most of the Items and the successful bidder will have to accept the Lowest among the Lowest Rate for the remaining items. Final Rate Contract will be derived accordingly.
- b) The Department will communicate to the successful bidder by facsimile Confirmed by letter transmitted by speed post/Email that his Financial Bid/Price Bid has been accepted. This letter (herein after and in the condition of contract called the "Letter of Offer") shall prescribe the Item-wise Rate at which the contractor will be paid in consideration of the execution of services by the firm/agency as required in the contract. On acceptance of Letter of Offer, the Department will issue Letter of Award (LoA) for awarding of Work Contract.

- c) The successful bidder shall be required to furnish a Performance Guarantee with in15days from the date of placement of Work Order/Letter of Award.
- d) Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

#### (11) PERFORMANCE GUARANTEE

- (a) On receipt of the Letter of Acceptance from the Department, the successful bidder should remit a **Performance Guarantee** @ 3% of the Estimated Cost of work within 15 (Fifteen) days from the date of placement of Letter of Award in the form of an Irrevocable Bank Guarantee/ FDR of any Indian Nationalized/Scheduled Commercial Bank with a validity period of 02 months beyond the date of end of contract. In case the contract period is extended further, the validity of Performance Guarantee shall also be extended by the contractor accordingly.
- (b) Performance Guarantee amount remitted will not earn any interest.
- (c) Upon the complete fulfilment of contract by the successful bidder, to the satisfaction of the Department, the performance guarantee furnished by the bidder will be released after recovery of dues, if any. The Registrar IGDTUW, Delhi, also reserves the right to recover any dues from the bidder, which is found on later date, during audit/excess payment, afterfinal settlement is made to them. The bidder is liable to pay such dues to the Department immediately on demand, without raising any dispute/protest.

#### (12) TERMINATION OF CONTRACT

- (a) The Department reserves the right to terminate the contract at any time on account of non-fulfilment of contractor any of the reasons.
- (b) In case of any material breach or default in the performance of any obligation under the contract, the department may terminate the contract by giving prior notice in writing to the contractor.

#### (13) SERVICE LEVEL AGREEMENT

The successful bidder shall execute a contract agreement (in prescribed format-Annexure-F) within 30 days from the placement of work order as may be drawn up to suit the conditions on a non-judicial stamp paper ofvalueRs.100/-, and shall pay for all stamps and legal expenses incidental there to. In the event of failure to execute the agreement, within the time prescribed, the security deposit amount remitted by the bidder will be forfeited besides cancellation of his rights.

#### (14) VALIDITY OF CONTRACT & RATE CONTRACT

- (i) The Contract/Rate Contract shall remain valid initially for One (01) year from the issue of the work order, which can be extended for further two year with mutual agreement of both the parties on the same rates, terms & conditions. However, the department shall have the right to terminate the agreement solely at the discretion of the competent authority.
- (ii) In case, the contractor is not willing to take further extension beyond the initial tenure of contract, the bidder shall have to give an advance notice (at least 04 months earlier from the date of completion of contract) informing that he/she is not willing for further extension, failing which his Performance Guarantee will be forfeited.

#### (15) PAYMENT TERMS

- (a) Payment to contract will be made as per Rate Contract for the items mentioned in schedule of Financial Bid.Applicable GST will be paid by the Department along with the payment.
- (b) Payment shall be made only after completion of particular event/function furnished time to time. No advance payment shall be made to the bidder for any event.
- (c) Efforts will be made for final payments within one month from the date of submission of bills. The bills should be supported by detailed description of work furnished along with items actually provided for that event/function.
- (d) No payment shall be made if the description is not properly verified and signed from the authorized person.
- (e) The payment will be made as soon as possible, hence if the contractor refuse to carry out the work orders due to non-payment of earlier bills, then their contract shall be terminated.
- (f) In case of any item is rejected, the same shall be removed from the venue immediately by the vendor at his/her own cost. No payment to such items shall be made under any circumstances.
- (g) In case of theft, fire, riots, natural calamities etc., the successful contractor shall bear its loss or damages of the property or lives as the case may be and the IGDTUW, Delhi, concerned shall not be liable to pay for such losses/damages etc.

- (h) In case at anystage, if it is found that extra payment has been made on any bill in the past, then the same shall be recovered from the current bill/Performance Guarantee.
- (i) While making payment, Income tax/GST shall be deducted at source from the bills as per the rules of the Income Tax Act and GST Act. In case any short deduction of TDS noticed at any time, the same will be deducted from the current bills/payments due.
- (j) The items required shall be provided at the place of program or at any other place as per the directions issued from time to time in timely manner without any extra cost.
- (k) The Registrar, Delhi will not be responsible for any loss or damage of any item supplied, due to any reason whatsoever.

#### (16) PENALTY

- (a) In case the contractor fails to comply with the order immediately even at a short notice, the Department will be at a liberty to have the work executed from outside parties and the additional expenditure incurred, if any, on this account shall be recovered from the contractor. Therefore, all liability (in full or part) arising out of non-compliance of the order after acceptance of the terms and conditions shall vests on the part of the contractor(s).
- (b) If there is any dereliction / irregularity in service or delay in service or if the item installed/ used by the contractor is substandard/non-functional or insufficient, the same will be treated as poor performance in the services, the concerned contractor will be held responsible by the competent Authority and liable for the consequences thereof and will be penalized by way of imposing the penalty and recovery from bill/performance guarantee as under:-

Non Performance	Full recovery from Performance Guarantee,		
(1st Instance)	Termination of Contract & Debarment for		
	03 years from IGDTUW		
Poor Performance	Recovery @ 10 of Bill of respective		
(1st Instance)	% event/function		
Poor Performance	Recovery @ 25 of Bill of respective		
(2 <sup>nd</sup> Instance)	%		
	event/function		
Poor Performance	Recovery @ 50 of Bill of respective		
(3 <sup>rd</sup> Instance)	%event/		
	function		
Poor Performance	Recovery @100% of Bill of respective		
(4 <sup>th</sup> Instance)	event/function Termination of Contract,		
	Forfeiture of Performance Guarantee &		
	Debarment for 03 years from IGDTUW.		

#### (17) **ROLE & RESPONSIBILITY OF DEPARTMENT:** -

- (i) The Registrar, IGDTUW reserves the right to use in-house information for assessment of capability of bidders. The decision of Registrar regarding the tender will be final and binding.
- (ii) The Registrar, IGDTUW shall inform about schedule, venue & specific requirements of prospective event/function etc. followed by issuance of work order to the contractor on each occasion.
- (iii) The Registrar, IGDTUW shall provide the necessary access to the venue for contractor (support staffs, vehicles & equipment etc.)
- (iv) The Registrar, IGDTUW reserves the right for monitoring of work in terms of acceptability, utility & quality and make changes/corrections, if any.
- (v) The Registrar, IGDTUW reserves the right to take inputs regarding performance of a bidder on any similar work (on-going or completed) from any other client whether disclosed in the technical proposal or not. If any suchreport from the client is found to be unsatisfactory, the contract will liable to be rejected. Any other obligation, if required so.

#### (18) **ROLE & RESPONSIBILITY OF CONTRACTOR:**

- (i) The contractor shall not offload either full or part of the work to other bidder.
- (ii) If performance of the contractor is not upto the mark, the Department reserves the right to reallocate full/part order to other qualified bidders/other agency. Any additional cost incurred by the Department due to such reallocation should be borne by the bidder.
- (iii) Any notice regarding any problem, to the bidder shall deemed to be sufficiently served, if given in writing at his usual or last known place of business or through email.
- (iv) In the course of discussion and instruction, the Department may disclose information of confidential and proprietary nature relating to its business model, subscribers, etc. to the bidder. Such information shall be considered Confidential.
- (v) Provisions for Workmen Compensation, Public Liability, Property Damage, Insurance, Labour Laws etc. to be ensured by the contractor. Also, safety measures prescribed for working in risk area & use of personnel protective equipment must be adhered to.
- (vi) The contractor should arrange for his own staff (skilled)for installing, loading, dismantling, cleaning, scanning,, electrical, light, Tentage item, and other allied work.

(vii) The firm/contractor shall be solely and fully responsible for lapses, violation, and non-compliance, if any of all the statutory dues and the Institute shall in no way be a party to it.

#### (19) FRAUD AND CORRUPT PRACTICE

- a) The Bidders shall observe the highest standard of ethics during the Selection Process. Not with standing anything to the contrary contained in this bid, the Department shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has engaged incorrupt practice, fraudulent practice, coercive practice (collectively the "Prohibited Practices") in the Selection Process.
- b) In such an event, the Department shall,
  - Forfeit and appropriate the Bid Security or Performance Security.
  - Debar it from participation in any tender issued by the Department during a period of 2 years from the date such Bidder, is found by the Department to have engaged or indulged in such practice.
- c) Corrupt Practice—It implies offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directlyor indirectly, any Official/Consultant of the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement;
- d) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- e) "Coercive or property to influence any person's participation or action in the Selection Process; practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons.
- f) The Bidder is required to comply with terms of Integrity Pact as applicable.

#### (20) FORCE MAJEURE

a) If at any time, during the continuance of this contract, the performance inwhole or in part by either party or any obligations under this contract gets affected by an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance ofthe Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances shall be prevented or delayed by reason of war, or hostility, acts of the public enemy, civil commotion, riots, civil disorder, sabotage, fires, earth quake/storm/flood or other extreme adverse weather conditions,

explosions, epidemics, pandemics (including lack of advertisement business due to economics low down on account of pandemics), quarantine restrictions, strikes, power blackout due to grid collapse, lockouts, confiscation or any other action by Government Agencies, Administrative Order, Court Order, Bankruptcy, espionage, cyber hacking, other industrial action, political unrest, civil unrest, or act of God (Hereinafter referred to as Force Majeure Events).

- b) The affected Party shall provide to the other Party a notice of happenings, within 21 days from the date of occurrence thereof and in such event neither party shall by reason of such event be entitled to terminate this and performance shall be resumed as soon as practicable after such event may come to an endorsee to exist.
- c) That no penalty shall be lieved on the Bidder in case off or majeure event.
- d) That if the performance in whole or part of any obligation under this contract is prevent Edo delayed because of any such event for a period exceeding 90 days, Department at its option may terminate the contract.
- e) Provided also that if the contract is terminated under this clause, the Department shall be at liberty to take over from the Bidder at a price to befixed by the Department, which shall be final, all undamaged and acceptable materials, assets, services in possession of the selected Bidder at the time of such termination of such portions thereof as the Board may deem fit, if mutually agreeable between the Parties.
- f) For the purposes of this Contract, "Force Majeure" shall not include: Any event which is caused by the negligence or intentional action of a Party, Insufficiency off unsort in ability to make any payment required here under
- g) Measures to be taken:
  - A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as fare as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
  - A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 21 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
  - Any period with in which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

- h) During the period of their inability to perform the Services as a result of anevent of Force Majeure, the Bidder, upon instructions by Department, shalleither:
  - Demobilize;or
  - Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.
- i) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Coordination Committee deliberations.

#### (21) DISPUTE REDRESSAL MECHANISM

- a) All the disputes, differences, controversies / differences of opinions, breaches and violation ("Dispute") arising out of, or in relation to this project between parties shall be resolved by mutual discussions/reconciliations in good faith.
- b) At the first instance, the matter should be revolved between the Project Manager of the Bidder and the Department. If the same is not resolved asabovewithin15days, then the matter has to be taken into committee for resolving the same within15 days.
- c) If the dispute, differences of opinion, breaches and violation arising from orrelated to the Agreement is not resolved through processes defined above, the same will be finalized through Court of Law.

#### (22) JURISDICTION OF THE COURT

Any dispute arising out of non-fulfilment of any of the terms and conditions of the agreement will be subjected to the jurisdiction of the Courts in Delhi only.

#### **DETAILS OF ANNUAL TURN OVER**

The Annual turnover of M/s		for	the p	ast
	n below and is certified that the stat	eme	nt is t	rue
and correct.				
FinancialYear	Turn over( Rs. In lakh)			
i manciai i cai	Turn over (13. in takir)			
2019-20				
2022-21				

Name & signature of the authorized signatory With rubber stamp

**SIGNATURE OF CHARTERED ACCOUNTANT** (With seal and Address)

2021-22

(Note:-UDIN is required on the certificates issued by Charted Accountant)

#### **UNDERTAKING**

(ON NON-JUDICIALSTAMP PAPER OF Rs.100)

То	
The Registrar Indira Gandhi Delhi Technical University for Women, Delhi	
Name of the bidder	
Sir/Madam	

- 1. I/We hereby agree to abide by all terms and conditions laid down in Bid.
- 2. This is to certify that I/ We before signing this bid have read and fully understood all the details contained therein and undertake myself to abide by the terms of Bid.
- 3. I/We declare that I/we or any of our constituent partners (in case of partnership firm) are not banned/suspended/black listed by any Central/StateGovernment/PSUs/NationalizedBanks/PublicListedCompanies or declared bankrupt or insolvent or debarred under Rule 151 of GFR-2017. It is further stated that none of us has been convicted by any court of law.

(Signature of the Authorized Signatory) With seal.

#### **UNDERTAKING**

# COMPLIANCE TO REQUIREMENT OF BID DOCUMENT & CONFLICT OF INTEREST

То	
Indira Techi	egistrar a Gandhi Delhi nical University for en, Delhi
Name	ofthebidder
Sir/M	Iadam
1.	We confirm that our bid complies the total techno-commercial requirements of bidding document without any deviation.

2. We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/unethical/anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

(Signature of the Authorized Signatory)
With Rubber Stamp

#### ANNEXURE-'D'

## **DETAILSOFEXPERIENCE**

#### (Details to be filled with respect to past experience with project value)

S. N	Name of the organization with which the bidder has worked	Type of organization (Govt./Autonomous /PSUs/Govt. Undertakings/ Nationalized Bank/Public Listed Company)	Description of Work	F.Y in Which work executed/ completed	Value of the work order/ work completed (in Rs.)	Whether Proof (work order/Satisfactori ly completion Certificate/ Exp. Certificate Attached (Yes/No)
				2020-2021		
				2020-2021		
				2020-2021		
				2020-2021		
				2021-2022		
				2021-2022		
				2021-2022		
				2021-2022		
				2022-2023		
				2022-2023		
				2022-2023		
			12	2022-2023		

(Extra sheet may be used, if required)

Name & signature of the authorized signatory With rubber stamp

#### **ANNEXURE-'E'**

#### **DETAILSOFBIDDER**

i)	Name of the Bidder/Bidding Firm:-
ii)	Address:-
iii)	TelNo
iv)	Email ID
v)	Year of Establishment: -
vi)	Status of the firm—whether Company/Firm/Proprietary
vii)	GST Registration No.:-
viii)	PANDetail:-
ix)	Name of Authorized Person: -
x)	Contact Details of Authorized Person: -

Name & signature of the authorized signatory With rubber stamp

#### **SERVICE LEVEL AGREEMENT**

This agreement is made on theday Month(Year)
Between the Registrar, IGDTUW, Kashmere Gate, Delhi-11006 (Name and address of the Department) (herein after called" the Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part
AND
(Name and address of the contractor) through authorized representative (herein after called "the contractor" which expression shall unless excluded by or repugnant to the contest, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Tent Items, Light arrangement on Hiring Basis.
NOW THIS AGREEMENT WITNESS as follows: -
1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and conditions of contract herein after referred to.
<ul> <li>2. The following documents and all terms &amp; conditions of the bid documentshall be deemed to form and be read and constructed as part of this Agreement,viz.</li> <li>(a) Scopeofwork</li> <li>(b) PaymentTerms</li> <li>(c) PaymentTy</li> </ul>
<ul><li>(c) Penalty</li><li>(d) Termination of Contract</li><li>(e) Validity of Contract &amp; Rate Contract</li></ul>
(f) Obligation to Contractor (g) Dispute Redressal Mechanism
(h) Jurisdiction of Court.
3. In consideration of the payments to be made by the Department to the Contract as herein after mentioned, the Contractor hereby covenants with the Department to execute the agreement w.e.fto

the execution and completion of t	s to pay the contractor in consideration of the works/services as per this Agreement ce of Rs(Rupees:
_	r of acceptance subject to such additions s may be made under the provisions of the escribed by the contract.
IN WITNESS WHEREOF the parties here t year first above written.	o have signed the Agreement the day and the
For and on behalf of the Contractor	For and on behalf of the Administrator
Signature of the authorized official	Signature of the authorized officer
Name of the official	Name of the officer
Stamp/Seal of the Contractor	Stamp/Seal of the Employer
By the said	By the said
Name	Name
On behalf of the contractor	on behalf of the Department
in the presence of:	in the presence of:
Witness	Witness
Name	Name
Address	Address
TelephoneNo	TelephoneNo

### **FINANCIAL BID/BOQ**

e-Tendering System Government of NCT of Delhi Tender Title: Hiring of Tent Items and Light Arrangement

Tender Inviting Authority: Registrar, IGDTUW,GNCTD

Name of Work: Providing Tentage Items and Light Arrangement(On Hiring Basis)

Cont	ContractNo: TenderID:				
S.N	SCHEDULEOFSERVICE	<b>Quoted Rates</b>			
	Description of Items	Denomination of Rate/Rate to be Quoted	(Per Day) (in Rs.)		
1	Iron Pipe Structure - Per Sq. Ft. for Ceiling	Per Sq. Ft.			
2	Ceiling with Pole covers Per Sq. Ft. any colour	Per Sq. Ft.			
3	Side Wall - Per Sq. Ft. any colour	Per Sq. Ft.			
4	Water Proof Pandal with Bamboo structure Per Sq. Ft. any Colour	Per Sq. Ft.			
5	Masking on wooden structure for side wall Per Sq. Ft. any Colour	Per Sq. Ft.			
6	Heavy Duty stage with two steps Per Sq. Ft. Size - 1.5 - 2.5 -3 - 4 Ft. height	Per Sq. Ft.			
7	Facia - Any Colour - Per Sq. Ft	Per Sq. Ft.			
8	Wooden Centre Table	PerUnit			
9	Kanat - 6 X 15 each	PerUnit			
10	Platform / Ramp Per Sq. Ft. Size - 1.5 - 2.5 -3 - 4 Ft. height	Per Sq. Ft.			
11	Chandni -	Per Sq. Ft.			
12	Woolen Carpet - Per Sq. Ft	Per Sq. Ft.			
13	Green / Red / Blue Carpeting Per Sq. Ft	Per Sq. Ft.			

14	Dunlop Chair with Cover	Per Unit	
15	Delux Chair with cover	Per Unit	
16	PVC Plastic Chair	Per Unit	
17	Sofa with fine quality cover double sheet each	PerUnit	
18	Sofa with white cover triple sheet each	PerUnit	
19	Table with Cover and Frill – each	PerUnit	
20	Wooden Flooring with Ply - Per Sq. Ft.	Per Sq. Ft.	
21	Round Table - 4' x 4' Each	PerUnit	
22	Tarpoline (Tarpal) Extra Per Sq. Ft	Per Sq. Ft.	
23	Dustbin	PerUnit	
24	VVIP Chemical Toilet each	PerUnit	
25	LPG Heater	PerUnit	
26	Hanger Stand <b>Big Size</b> for Green Room	PerUnit	
27	Mirror <b>Big Size with Stand</b> for Green Room	PerUnit	
28	Heavy Duty Truss Structure Per Sq. Ft.	Per Sq. Ft.	
29	Water Proof Iron Hanger - Per Sq. Ft.	Per Sq. Ft.	
30	Pagoda - Per Sq. Ft.	Per Sq. Ft.	
31	Artistic Ceiling - Per Sq, Ft.	Per Sq. Ft.	

32	Artistic Side Wall - Per Sq, Ft.	Per Sq. Ft.	
33	Artistic Facia - Per Sq, Ft.	Per Sq. Ft.	
34	Ramps for Disabled Person - Per Sq. Ft.	Per Sq. Ft.	
35	Mojo Barricading - Per Sq, Ft.	Per Sq. Ft.	
36	Barricading Steel	Per Sq. Ft.	
37	Tin Boundary Wall Per Sq. Ft.	Per Sq. Ft.	
38	Flag with Pole along with the wall of Venue	PerUnit	
39	Fire Extinguisher 6 Kg. Each	Per Unit	
40	Octanorm Stall - Per Sq. Ft.	Per Sq. Ft.	
41	Folding Bad	Per Unit	
42	Coffee Table with Cover	Per Unit	
43	Carpets Grass	Per Sq. Ft.	
44	VVIP Wooden Sofa Chair	Per Unit	
45	VVIP Leather Sofa Fine quality 1 Seater each	Per Unit	
46	VVIP Leather Sofa Fine quality 2 Seater each	Per Unit	
47	VVIP Leather Sofa fine quality 3 Seater each	Per Unit	
48	VVIP Leather Centre Table	Per Unit	
49	Wooden RiserPer Sq. Ft.	Per Sq. Ft.	

50	Scalf fold Tower Per Sq. Ft.	Per Sq. Ft.	
51	Big Umbrella	PerUnit	
52	Small Umbrella	PerUnit	
53	Big Size Daum	PerUnit	
54	Hot and Cold Water Dispenser	PerUnit	
55	Fancy Dustbin Big Size	Per Unit	
56	German Aluminium Hanger Per Sq. Ft.	Per Sq. Ft.	
57	Mobile Toilet Van With Caretaker and Cleaner	Per Unit	
58	Glass Door 8x8 Ft.	Per Unit	
59	Canopy - Per Sq. Ft.	Per Sq. Ft.	
60	Generator 62 – KVA with Diesel (8 to 10 HRS. running) Silent Sound Proof	PerUnit	
61	Generator 125 – KVA with Diesel (8 to 10 HRS. running) Silent Sound Proof	PerUnit	
62	Generator 250 – KVA with Diesel (8 to 10 HRS. running) Silent Sound Proof	PerUnit	
63	Festival decorated Laddi (0 Watt per 100)	PerUnit	
64	Halogen Lights - 1000 watt	PerUnit	
65	Mercury light - 500 watt	PerUnit	
66	HMI Light - 400 watt	PerUnit	
67	Sodium Light - 200 watt	PerUnit	

68	Pedestal Sound Roof Fans	PerUnit
69	Air Conditioner <b>Per Ton</b>	PerUnit
70	Plug Points	PerUnit
71	Console Box	PerUnit
72	Main Board	PerUnit
73	Changeover switch with Genset	PerUnit
74	Electric Heater	PerUnit
75	LED Tube Light 20 watt	PerUnit
76	LED Light 100 watt	PerUnit
77	Mist Fan	PerUnit
78	Desert Cooler Big Size	PerUnit
79	Main Line - Per Running Ft.	PerUnit
80	Sub Line - Per Running Ft.	PerUnit
81	Bulb	PerUnit
82	Ceiling Fan	Per Unit
83	CCTV Camera	Per Unit
84	Monkey Man	Per Person
85	Big Size Standing Table	Per Unit
86	Thakat	Per Unit
87	Hi Back Chair with Cover	Per Unit
88	Hi Back Wooden Chair	Per Unit

89	Stage Steel Railing Per Sq. Ft.	Per Sq. Ft.			
90	Barricading Wooden made by Bamboos	Per Unit			
	TOTAL QUOTED RATE				

Note: - Bidders are advised to read Clauses of NIT especially Scope of Work & Financial Bid/Price Bid, prior to quotation of Rate. <u>Successful(L-1) bidder will be selected on the basis of Lowest Rates in Most of the items and the successful bidder will have to accept the Lowest among the Lowest Rate for the remaining items. Final Rate Contract will be derived accordingly.</u>

## (ANNEXURE-X)

CHECKLIST NameoftheBidder:-				
1	Earnest Money Deposit (Scan Copy)/ Document for EMD Exemption	Yes/No		
2	Certificate of Incorporation for Registered Companies, Partnership Deed for Partnership Firms	Yes/No		
3	GST Registration Certificate	Yes/No		
4	GSTReturn(F.Y-2021-22)	Yes/No		
5	PANCard	Yes/No		
6	Income Tax Return for theF.Y2021-22	Yes/No		
7	Summary(duly certified by C.A) regarding Financial Year wise Average Annual Turnover (Annexure-'A')	Yes/No		
8	Balance sheet and Profit & Loss Account for the following 03 Financial Years			
	2019-2020	Yes/No		
	2020-2021	Yes/No		
	2021-2022	Yes/No		
9	Undertaking (Annexure-B)	Yes/No		
10	Undertaking (Annexure-C)	Yes/No		
11	Details of Past Experience-(Annexure-D)	Yes/No		
	Supporting Document/Proof (2020-21)	Yes/No		
	Supporting Document/Proof (2021-22)	Yes/No		
	Supporting Document/Proof (2022-23)	Yes/No		
12	Authorization letter/document from management in favor of the signatory	Yes/No		
13	Proof regarding the existence of firm/agency since last 05 years ending with 31.03.2023	Yes/No		
14	Valid ISO Certificate, relevant to service	Yes/No		
15	Valid ESI/PF Registration Certificate	Yes/No		
16	Valid Electrical License	Yes/No		
17	Undertaking with regard to Positive Net Worth in Last Audited Financial Statement	Yes/No		
18	Complete Details of the Bidding Firm (Annexure-E)			
17	Proof for office location in Delhi NCR	Yes/No		