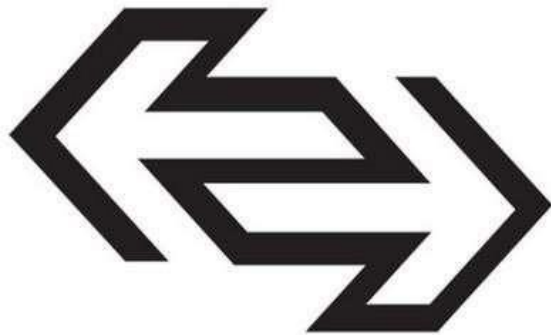


TENDER NOTICE

Tender For Selection of Agency For Making arrangements Tentage and Electrical items at Nand Nagri(NND) Depot for laying of foundation stone ceremony of Automated Testing Station on hire basis as per requirement on Date & time to be decided by DTC.



Delhi Transport Corporation

Tender ID 2025_DTC_274784_1

**DELHI TRANSPORT CORPORATION
(GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI)
Dy. Chief General Manager (Admin),
DTC HQ, IP ESTATE,
New Delhi-110002.**

INTRODUCTION

To,

All Prospective Bidders

DTC has uploaded the following Bid documents on the <https://govtprocurement.delhi.gov.in>.

Your offer complete in all respects as per enclosed documents must be uploaded on <https://govtprocurement.delhi.gov.in> latest by 1500 Hours of **08/07/2025** and should be addressed to:

To,

**Dy.Chief General Manager(Admin),
Delhi Transport Corporation,
D.T.C Headquarters,
IP ESTATE, NEW DELHI- 110002**

The tender shall be opened at 1530 Hrs. on **08/07/2025** .The representatives of the Bidders who wish to be present during Bid opening may kindly make it convenient to attend the same.

Thanking you,

Yours Sincerely,

Dy. Chief General Manager (Admin),
Delhi Transport Corporation

SECTION-I
TENDER SCHEDULE

Tender No: DTC/Admin./2025/ 614F

Dated: 03/07/2025

1	Name of the Work	Making arrangements Tentage and Electrical items at Nand Nagri(NND) Depot for laying of foundation stone ceremony of Automated Testing Station on hire basis as per requirement on Date & time to be decided by DTC.
2	Tender Document	Can be Downloaded from website http://govtprocurement.delhi.gov.in
3	Mode of Submission of Bids	Bids to be submitted on online mode
4	Method of selection	Lowest Bid(L1) (in INR)
5	Earnest Money Deposit (EMD)	Rs. 90,000
	Financial Bid to be submitted together with Technical Bid	Yes
6	Name of the official for addressing queries and clarifications (through e-mail) dteadm@gmail.com	The Dy. Chief General Manager (Admin), Delhi Transport Corporation DTC HQ, IP Estate New Delhi-110002.
7	Bid Validity Period	90 days
8	Bid Language	English
9	Bid Currency	INR
10	Schedule of Bidding Process	
	Task	Key Dates
	Uploading of Tender document	
	Bid start Date	03/07/2025 from 1430 hrs
	Bid end Date & Time	08/07/2025 from 1500 hrs
	Opening of Technical Bids	08/07/2025 from 1530 hrs
	Opening of Financial Bids	To be communicated later
11	Performance Bank Guarantee / Performance Security	5% of the value of the contract value order.

DTC reserves the right to change the above dates at its discretion.

SECTION-II

ELIGIBILITY CRITERIA & INSTRUCTIONS TO BIDDERS

1 GENERAL INSTRUCTIONS TO BIDDERS:

- 1.1 The Bidder is expected to carefully examine all the instructions, guidelines, terms and conditions and formats of the tender. Failure to furnish all the necessary information as required or submission of a proposal not substantially responsive to all the requirements of the tender shall be at Bidder's own risk and may be liable for rejection.
- 1.2 Furthermore, this tender confers neither the right nor an expectation on any company to participate in the proposed Project. DTC reserves the right to reject any or all the applications (Bids) received or stop the process of tender at any stage, at its sole discretion, without assigning any reason.
- 1.3 This tender does not constitute any form of commitment on part of DTC. This tender document is not an agreement and is not offer or invitation by the DTC to any party other than the bidders how are qualified to submit the proposal (bidders). The purpose of this tender document is to provide the bidder with information to assist the formulation of their proposals. This tender document does not purport to contain all the information each bidder may required.
- 1.4 This Tender Document may not be appropriate for all persons, and it is not possible for the DTC to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender Document and where necessary obtain independent advice from appropriate sources. The DTC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender Document. It must be noted that while all the information and data regarding this project, to the best of the DTC's knowledge, accurate within the considerations of scoping the proposed contract, has been provided in this document and DTC holds no responsibility for the accuracy of this information and it is the responsibility of the Bidders to check the validity of data included in this document. Each Bidder must make independent evaluation of the scope of work. No Bidder can hold the DTC responsible for non-understanding of the scope of work. The process is fully in public domain and no separate information shall be given to any Bidder by the DTC on this account.
- 1.5 The prospective Bidders are advised to acquaint themselves and are presumed to be fully aware of the local conditions in general. No dispute regarding the local and surrounding conditions, geographical or political shall be entertained by the DTC. The DTC shall only endeavor to make the conditions as congenial and favorable for carrying out the Project as possible within its power and day to day affairs shall be managed by the selected Bidder at their own cost and risk.
- 1.6 The DTC may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

- 1.7 This tender document supersedes and replaces any previous public documentation and communications and the Bidders should place no reliance on such communications.
- 1.8 Bidder's Responsibility – The following is the sole responsibility of the Bidder:
- 1.8.1 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of Tender Document will be at the Bidder's own risk.
- 1.8.2 It would be deemed that prior to the submission of Proposal, the Bidder has:
- 1.8.2.1 Made a detailed examination of the terms and conditions of the tender documents;
- 1.8.2.2 Received all related information as DTC deems fit to provide;
- 1.8.2.3 Satisfied itself about all matters, things and information including matters hereinabove necessary and required for submitting the proposal and execution of the project in accordance with the Bid documents and performance of all its obligations there under;
- 1.8.2.4 All other matters that might affect the Bidder's performance under the terms of this Tender Document;
- 1.8.2.5 DTC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

2 **ELIGIBILITY CONDITIONS FOR BIDDERS:**

- 2.1 The following criterion shall be met by the Bidders who intend to participate in this tender and only those Bidders who qualify the following conditions, need put in the proposal:

ELIGIBILITY CRITERIA		
S. No.	Conditions	Documentary Evidence (Self attested)
1	The bidder should be a Company registered under Indian Companies Act, 1956 or a Sole Proprietor/ Partnership Firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Certificate of Registration Incorporation & Copy of Certificate of GST Registration to be submitted.
2	PAN No. of the firm/agency/proprietor	Copy of PAN card is to be submitted on the name of agency/proprietor as applicable
3	The Bidder should have minimum average annual turnover of Rs. 4,50,00,000/- from tentage and electrical items and related work over any 03 financial years during last 05 financial years.	Certificate from the Chartered Accountant
4	The Bidder should have positive net worth as on 31.03.2025.	Certificate from the Chartered Accountant

5	The Bidder should have: 1). Experience of having successfully completed similar works in Central/ State Govt. organization/PSU/Public Listed Company during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: a) Three similar completed works costing not less than the amount of Rs.9,00,000/- OR b) Two similar completed works costing not less than the amount of Rs.11,25,000/- OR One similar completed work costing not less than the amount of Rs. 18,00,000/- *Similar work shall include all the works related with hiring of Tentage items and electrical items and its allied work.	Copy of Work Order with Work Completion Certificate along with value signed by a Competent Authority or client for the work executed.
6	The Bidder should have valid Income Tax returns for the last three assessment years and the Bidder (not individual) should have a PAN Card and GST Registration.	Documentary proof of Income Tax returns for the last three assessment years. Copy of PAN card & Copy of GST registration number
7	The Bidder should not have been Black listed or debarred by any Central Government/State Government/PSU/Autonomous Bodies in India due to poor performance at the time of submission of the bid.	Undertaking/Declaration by the Bidder as per Tender.
8	All bidders should comply with the statutory laws, labour norms such as minimum wages Act with regards to the manpower deployed for the execution of the contract and must possess all the licenses for carrying out the work as per tender.	Undertaking/Declaration by the Bidder.
9	EMD amounting to Rs. 90,000/-	The Earnest money(EMD) as mentioned above for each site shall be in the form of Fixed Deposit Receipt of a scheduled bank/Bankers Cheque of a scheduled bank/Demand Draft of a scheduled bank issued in favor of MD, DTC HQ. I.P. Estate New Delhi. Xerox copy of the above is to be scanned and uploaded along with

		the tender and the original Receipt of cash deposit / fixed deposit receipt of a scheduled bank/Bankers Cheque of a scheduled bank/ demand draft of a scheduled bank shall be deposited (in sealed envelope with name of work and due date written on the envelope) in the Tender Cell, Room No. 207, HQ. Delhi Transport Corporation I.P. Estate, New Delhi up to 15.00 hours on due date. Failure to furnish the original Receipt of cash deposit / fixed deposit/ receipt of a scheduled bank/ demand draft of a scheduled bank will entail rejection of bid.
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- 2.2 Non-fulfillment of the above said criteria shall result in rejection of technical Bids. Any rejected offer shall not be eligible for execution of project as defined in this tender.

3 COST OF BIDDING:

- 3.1 The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the Bidding process. DTC will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of Bidding. DTC shall have no liability in any manner in this regard if it decides to terminate the tender for any reason whatsoever.

4 VALIDITY OF BIDS:

- 4.1 The Proposal shall indicate that it would remain valid for a period not less than 90 days from the Proposal Due Date.
- 4.2 In exceptional circumstances, the DTC may request in writing to the Bidder's unqualified/unequivocal consent for extension(s) to the period of Bid validity.
- 4.2.1 A Bidder may refuse the request without forfeiting its Bid Security.
- 4.2.2 A Bidder agreeing to the request will not be allowed to modify its Proposal but would be required to extend the validity of its Tender Deposit for the period of extension.

5 EMD:

- 5.1 The Earnest money(EMD) as mentioned above for each site shall be in the form of Fixed Deposit Receipt of a scheduled bank/Bankers Cheque of a scheduled bank/Demand Draft of a scheduled bank issued in favor of MD, DTC HQ. I.P. Estate New Delhi. Xerox copy of the above is to be scanned and uploaded along with the tender and the original Receipt of cash deposit / fixed deposit receipt of a scheduled bank/Bankers Cheque of a scheduled bank/ demand draft of a scheduled bank shall be deposited (in sealed envelope with name of work and due date written on the envelope) in the Tender Cell, Room No. 207, HQ. Delhi Transport Corporation I.P. Estate, New Delhi up to 15.00 hours on due date. Failure to furnish the original Receipt of cash deposit / fixed deposit/ receipt of a scheduled bank/ demand draft of a scheduled bank will entail rejection of bid.
- 5.1.1 Unsuccessful Bidder's EMD will be returned within 30 days after conclusion or discharge of the tender.
- 5.1.2 No interest will be paid to the bidder on the Earnest Money Deposit.

- 5.1.3 The Successful Bidder's Bid EMD will be refunded once the successful Bidder deposits the Performance Bank Guarantee, to be submitted by the Bidder upon signing the agreement.
- 5.1.4 The bidder must write the tender name for which the EMD is being given on the back side of the Financial Instrument.
- 5.2 EMD shall be valid for a period of 90 days from the date of issuance of this document and extended if so required.
- 5.3 The EMD of the unsuccessful Bidder shall be returned within 30 days of issue of Letter of Award to the successful Bidder. On the request of successful Bidder, the EMD may be converted in performance guarantee till the completion of the contract. If the EMD is less, then performance guarantee amount then balance amount has to be deposited by the bidder.
- 5.4 However, EMD of the Bidder shall be forfeited under following circumstances:-
 - 5.4.1 If, a Bidder withdraws his Bid during the period of validity specified in this tender or
 - 5.4.2 Does not accept the correction of errors or
 - 5.4.3 Modifies its bid price during the period of bid validity specified in the tender or
 - 5.4.4 In the case of a successful Bidder, fails to sign the contract after issuance of Letter of Intent by the DTC.
 - 5.4.5 Violation of Terms and Condition mentioned in the Tender Document.

6 UNCONDITIONAL BIDS:

- 6.1 The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the Tender Document in to with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

7 AMENDMENT TO BID DOCUMENTS:

- 7.1 At any time, prior to the date of submission of Bids, DTC may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify/alter any terms & conditions of the Bid documents by amendments and they are uniformly applied to all.
- 7.2 The amendments shall be posted on the website and these amendments will be binding on all Bidders.
- 7.3 In order to give prospective Bidders reasonable time to take the amendments into account while preparing their Bids or for any other reason, the DTC may, at its discretion, extend the last date / time for the submission of Bids suitably.

8 SUBMISSION OF TENDER:

- 8.1.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the DTC shall be written in English language.
- 8.1.2 The currency for the purpose of the Proposal shall be the Indian Rupees (INR).
- 8.1.3 Every page of the terms and conditions of the tender document should be signed, in token of having accepted the tender conditions, failing which the tender will be rejected summarily.
- 8.1.4 Bids should be submitted in two parts on e-procurement portal i.e. <http://govtprocurement.delhi.gov.in>:

Part I will cover Technical Bid and
Part II will cover Financial Bid

A bid once submitted shall not be permitted to be altered or amended.

8.2 **Documents comprising the Bid:** The Bid prepared by the Bidder shall comprise the following components:

8.2.1 Cover Letter along with all the supporting Technical documents as specified in Eligibility Criteria .

8.2.2 It is made clear that non-submission of documents will be treated as non-availability of documents and the offer submitted by the Bidder would be treated as non-responsive.

8.2.3 At any time prior to the last date for receipt of bids, DTC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by way of corrigendum. The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on the website mentioned on Tender document only.

8.2.4 Any such corrigendum shall be deemed to be incorporated into this Tender document.

8.2.5 In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, DTC may, at its discretion. extend the last date for the receipt of bids.

9 **FORMAT AND SIGNING OF BID:**

9.1 Tender form should be clearly filled in ink/duly typed giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.

9.2 Any interlineations, erasures, over-writing, alterations, additions, etc. will disqualify the tender.

9.3 All the pages of the proposal must be properly sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

9.4 That the document (all pages) must be signed by an authorized signatory of the Bidder.

9.5 The Bid submitted shall be sealed properly.

10 **MARKING OF BIDS:**

10.1 The complete proposal should be submitted in two parts as follows:

10.1.1 **Technical Bid as per Annexure-1 - Tender For Selection of Agency For Making arrangements Tentage and Electrical items at Nand Nagri(NND) Depot for laying of foundation stone ceremony of Automated Testing Station on hire basis as per requirement on Date & time to be decided by DTC.** The Bidder should upload scanned copy of the Technical Bid along with Proof of payment EMD only on <https://govtprocurement.delhi.gov.in>. Proof of EMD(in original) is to be deposited at the address mentioned in tender document. Quoted Prices shall not be mentioned anywhere in the Technical Bid. In case of difference, information uploaded online shall be treated as final. **No hard copy should be submitted.**

10.1.2 **Financial Bid as per Annexure-2- Tender For Selection of Agency For Making arrangements Tentage and Electrical items at Nand Nagri(NND) Depot for laying of foundation stone ceremony of Automated Testing Station on hire basis as per requirement on Date & time to be decided by DTC.** The Bidders are required to quote rates of the items/jobs as specified in scope of work mentioned in the tender inclusive of all statutory fees/taxes/ GST, labour charges, Installation at Site/Location, Removal from site including carriage for all lead and lifts complete as per direction of competent authority of DTC. This shall have the Commercial/Financial offer in format as elaborated in the Tender and scanned copy should be uploaded only on <https://govtprocurement.delhi.gov.in>. No hard copy should be submitted. Bidder shall be required to upload financial bid for each site separate Financial Quote is required in the Format given in the Tender. The Financial bid in format, as provided in the Tender be uploaded on website.

10.1.3 It is mandatory for the bidders to quote the rates of all the items of the tender and fill all the column of Annexure-II. If a bidder quotes Nil/Zero charges or does not quote for all the items of the tender, the bid shall be treated as unresponsive and will not be considered.

10.1.4 The rate should be quoted keeping in mind the conveyance charges, transportation charges, assignment charges, labour charges, installation and dismantling charges etc. which a bidder may incur while execution of work order and should be realistic.

10.1.5 The price should be neatly and legibly written both in figures and words.

10.1.6 In case of discrepancy between the prices quoted in words and figures, the amount in words shall prevail.

10.1.7 Price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.

10.1.8 No item should be quoted free of cost. The price shall be quoted upto 02 decimal points only.

10.1.9 If the bidder will not submit price as per Annexure-II, then financial bid shall be treated as non-responsive and financial bid of the bidder shall be rejected.

10.1.10 Venue of Tender opening: Bid will be opened on e-procurement portal of Govt. of NCT of Delhi on the date as indicated in the Bid documents in presence of Bidders or their representatives who wish to attend the Bid opening.

10.2 **Late Bids:**

10.2.1 Any Bid received by DTC after the prescribed time for submission of the Bid may be rejected and returned unopened to the Bidder.

11 **MODIFICATION AND WITHDRAWAL OF BIDS:**

11.1 No Bid can be Modified/Withdrawn after the deadline for submission of the Bid.

12 **REJECTION OF ANY OR ALL BIDS/ANNULMENT OF TENDER PROCESS:**

12.1 DTC reserves the right to reject any/all responses to tender without assigning any reason thereof and without incurring any liability to the affected Bidder(s).

12.2 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of Bidder is invited to the following clauses of the Bid documents and DTC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:

- 12.2.1 The Bids will be rejected at opening stage if it is not accompanied by EMD or proof of EMD exemption certificate as per Tender.
- 12.2.2 If the eligibility / mandatory criteria condition is not met and/or documents prescribed to establish the eligibility are not enclosed.
- 12.2.3 Failed to provide clarifications related thereto, when sought;
- 12.2.4 The Bids will be recorded/ returned unopened if covers are not properly sealed.
- 12.2.5 Any conditional Bid, other than what has been specified in the tender.
- 12.2.6 Any Bidder found indulging in malicious campaign or disinformation campaign against any official of the DTC or any other Bidders either directly or through third parties, at any time during the post tender publishing date, shall be liable for rejection of Bids and other legal actions as per law. Such Bidders may also be blacklisted by the DTC.
- 12.2.7 During the tender process, sudden appearance of complaints/media reports against any Official / Participating Bidders shall result in rejection of Bid if any entity or any person or outside associate of a Bidder is prima facie found to be involved in such activities to hamper prospects of other competing Bidders.

13 FRAUD AND CORRUPT PRACTICE:

- 13.1 The Bidders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this tender, the DTC shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has engaged in corrupt practice, fraudulent practice, coercive practice (collectively the “Prohibited Practices”) in the Selection Process.
- 13.2 In such an event, the DTC shall,
 - 13.2.1 Forfeit and appropriate the Bid Security or Performance Security.
 - 13.2.2 Debar it from participation in any tender issued by the DTC during a period of 2 years from the date such Bidder, is found by the DTC to have engaged or indulged in such practice.
- 13.3 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, directly or indirectly, any Official/Consultant of the DTC who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement;
- 13.4 “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- 13.5 “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.

14 BID OPENING BY DTC:

- 14.1 The date fixed for opening of Bids, if subsequently declared as holiday by the DTC, the Bids will be opened on next working day, time and venue remaining unaltered.
- 14.2 The DTC will open the tender offers, in the presence of authorized Bidder’s representatives who choose to attend.
- 14.3 Authority letter to this effect shall be submitted by the Bidder/representative before they are allowed to participate in Bid opening and the representatives who choose to be present shall be required to sign and record their attendance.
- 14.4 A maximum of two representatives for any Bidder shall be authorized and permitted to attend the Bid opening.

15 **CONTACTING THE DTC:**

- 15.1 Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. Disclosure to any such persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.
- 15.2 Any effort by a Bidder to modify his Bid or influence the DTC, in the DTC's Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of the Bid.
- 15.3 Subject to DTC calling for clarifications from the Bidders, no Bidder shall try to influence the DTC on any matter relating to its Bid, from the time of the Bid opening till the time, the contract is awarded, or at any other time and in the event of its being so established by DTC, the Bidder's Bid may be cancelled.

16 **TENDER EVALUATION CRITERIA:**

- 16.1.1 Bidder may have to give a presentation on their eligibility, experience, approach, strategy and methodology for implementation of the target project before a designated committee as per date and time communicated to them, if required.
- 16.2 Evaluation of bid shall be done through two stages as under:
 - 16.2.1 **Stage I - Technical Bid Evaluation** - Evaluators of technical bid shall not have access to the financial proposal until the technical evaluation is concluded by DTC. Responsiveness of bids submitted by all the Bidders shall at first be examined with respect to bid application, earnest money etc., immediately after opening of the bids. Technical bids of all the responsive bidders shall be evaluated as per criteria given in the tender above. All the technically qualified bidders intimated by DTC for opening of financial bid
 - 16.2.2 **Stage II - Financial Bid Evaluation** – In Stage II, the Financial Bids of all the Bidders who pass the Technical Evaluation will be opened.
 - 16.2.3 **Stage III** – From the technically qualified Bidders, the Bidder quoting the **Lowest Rate(L1)** shall be awarded the contract. The evaluation shall include all applicable taxes and other charges. The bidder who has quoted the lowest rate on overall basis including applicable taxes will be adjudged successful and his rate shall be treated as the L1 rate w.r.t this tender.
 - 16.2.4 In case if there is two or more L-1 bidders found same quoted rate, the below process will be followed: -
 - “New financial bids from these L-1 bidders(which would be obviously less than the Quoted Rate) will be called in sealed envelopes. Their financial bids will be opened and L-1 bidder will be decided. The decision of MD,DTC will be final and binding to all”*

17 **NOTIFICATION OF AWARD:**

- 17.1 The issue of Letter of Acceptance (LOA) shall constitute the intention of DTC to enter an agreement with the Bidder to execute the project as defined in the tender document.
- 17.2 The LOA would be duly signed by the Competent Officer of DTC and sent to the selected Bidder through speed post as well as through email. The selected Bidder is

also eligible to collect a copy of the same by sending a duly authorized representative.

- 17.3 The selected Bidder shall be required to submit Acceptance to the LOA and deposit performance guarantee.

18 AGREEMENT:

- 18.1 After receipt of the LOA (Letter of Acceptance) as mentioned above, an agreement would be executed simultaneously to ensure successful working of the system between the DTC and the Bidder selected to implement the system that would also define the terms and conditions for completion of the project in a time-bound manner. In the event that any provision of the agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that shall be reformed, if possible to conform to law and if reformation is not possible, that part of the Agreement shall be amended/deleted, the remainder of the provisions of the agreement shall remain in full force and effect. That this contract and the agreement shall endure irrespective of change of constitution of the implementing agency or any amendment to the act/rule/regulations/bye laws hereafter made and shall have an arbitration clause in the agreement. That the tender document and outcomes of all negotiations with the selected Bidder shall form a part of the agreement.

- 18.2 Draft Agreement shall include all the terms & condition of bid document and may have other conditions also.

- 18.3 Failure of the successful Bidder to execute the agreement shall constitute sufficient grounds for the annulment of the award, in which event DTC may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the DTC shall invoke the Performance Bank Guarantee of the Bidder who failed to execute the agreement.

- 18.4 The Successful Bidder shall purchase Stamp Paper of Rs 100/- for execution of Contract Agreement as per the format in the tender documents and submit the same in two copies duly stamped. DTC will return one copy duly signed and sealed as a token of acceptance of the Contract Agreement.

19 LEGAL JURISDICTION:

- 19.1 The agreement shall be subject to exclusive jurisdiction of courts at Delhi only.

20 ISSUE OF AWARD LETTER:

On acceptance of the tender by the competent authority the letter of award will be issued by Officer in-charge on behalf of the MD, DTC making it clear in the letter of award that the contractor will have to execute separate agreements for the work with the concerned officers after issue of the letter of award.

21 PERFORMANCE GUARANTEE:

- 21.1 The successful bidder shall deposit a Performance Bank Guarantee (Security deposit) equivalent to 5% of the total value of contract which shall be valid for the duration of the contract. It shall be submitted in the form of a DD, Banker's cheque, FDR and Bank Guarantee from any Bank Licensed by RBI. If it in the form of FDR and Bank Guarantee, the instrument should be valid for the entire contract period plus six months beyond the completion of contract period.

- 21.2 The Performance Bank Guarantee shall be submitted as per directions mention in the Award Letter.

- 21.3 The Performance Guarantee (Security deposit) shall be released after all dues paid to DTC by the bidder at the time of end of the contract period.
- 21.4 The Performance Guarantee (Security deposit) shall be forfeited in the event of violation of any Tender/Agreement term(s).
- 21.5 The Performance Guarantee/EMD/any deposit deposited by the bidder(s) will not carry any interest in any case or circumstances whatsoever.

22 FORCE MAJEURE:

- 22.1 If at any time, during the continuance of this contract, the performance in whole 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 of the 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, earthquake/storm/flood or other extreme adverse weather conditions, explosions, epidemics, 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).

23 NOTICES:

- 23.1 Notice or other communications given or required to be given under the contract shall be in writing by Speed Post and shall be e-mail scanned copy hand-delivery with acknowledgement thereof. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by email scanned copy /Speed Post as per the data available on India Post website.

24 DISPUTE REDRESSAL MECHANISM:

- 24.1 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.
 - 24.1.1 At the first instance, the matter should be resolved between the Bidder and DTC.
 - 24.1.2 If the same is not resolved within 15 days, then the matter has to be taken in to coordination committee of DTC for resolving the same within 15 days.
 - 24.1.3 If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement is not resolved through processes defined, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided under this Agreement) shall be referred to 01 member arbitration under the provisions of Arbitration and Conciliation Act 1996 /amendments thereof and the rules made there under or any statutory modifications or re-enactment thereof or any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.
 - 24.1.4 Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
 - 24.1.5 **Place of Arbitration** - The place of arbitration shall be Delhi.

- 24.1.6 English Language - The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- 24.1.7 Enforcement of Award - The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act.
- 24.1.8 **Performance During Arbitration** - Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

25 **PAYMENT TERMS:**

- 25.1 No advance payment shall be made to the successful bidder for any work.
- 25.2 Final payments will be made within 30 days from the date of submission of bills after completion/ verified in all respect. The bills should be supported by duly verified challans, copy of work orders and other supporting documents as prescribed by the Department. These documents must be duly verified by the Authorized Officers as the case may be.
- 25.3 In case any item is rejected by the Authorized representative of the Department, the same shall be removed from the site immediately by the vendor at his own cost. No payment for such items shall be made under any circumstances. The vendor shall immediately replace the removed items.
- 25.4 In case of theft, fire, riots, natural calamities etc., the successful contractor(s) shall bear its loss or damages of the property or lives as the case may be and the department shall not be liable to pay for such losses/damages etc.
- 25.5 In case at any stage, 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 bills.
- 25.6 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 of the past is noticed at any time; the same will be deducted from the current bills/payments due.
- 25.7 The items required shall be provided at the site or at any other place as per the directions issued from time to time in timely manner without any extra cost.
- 25.8 The department will not be responsible for any loss or damage of any item supplied due to any reason whatsoever. Responsibility of security & up keep of equipment at the venue will be of the Service Provider/ vendor.

SECTION – III

SCOPE OF WORK AND TERMS & CONDITIONS

This tender is floated for Selection of Agency for Making arrangements Tentage and Electrical items at Nand Nagri(NND) Depot for laying of foundation stone ceremony of Automated Testing Station on hire basis as per requirement on Date & time to be decided by DTC. The event shall also be attended by distinguished dignitaries. The date and time of event will be informed by DTC. The successful bidder will be required to make arrangements at Nand Nagri Depot, Delhi and completed as per date and time informed by DTC. The selected successful bidder has to make arrangements which will include the following items/jobs:

S.No.	Items/Des.	Unit
1.	German Hanger for main Pandal 15 mtr X 45 mtr. With light and fabric arrangement	Sq Meter
2.	German Hanger for High Tea arrangement 10 mtr. X 30 mtr. With light and fabric arrangement	Sq Meter
3.	VIP Stage 20 ft X 40 ft with Podium with Mics and Stage Backdrop LED Wall- 12 ft X 32 ft P 2.9V.	Sq Feet
4.	Stage for Media person 16 ft X 28 ft.	Sq Feet
5.	All area centralized package AC in main pandal and High Tea area and water proofing on roof.	In Nos
6.	VIP stage chunnat and backside side wall with tress framing.	1 Job
7.	VIP stage to Media chunnat roofing.	1 Job
8.	12000 Sq Feet Red carpeting VIP stage to media, passage from main gate to stage etc.	Sq Feet
9.	Side wall all areas covered.	1 Job
10.	35 Planters/flower bouquets	In Nos
11.	Flower decoration work at Nand Nagri Depot on given date main gate work, stage, VIP/media stage etc. passage at side wall area etc.	1 Job
12.	15 VIP chairs with white towels and center table with Flower Vask.	In Nos
13.	400 chairs with cover.	In Nos
14.	20 Sofa sets with covers.	In Nos
15.	10 Center Table for front row for VVIP	In Nos

16.	20 Mist Fans	In Nos
17.	Five(05) 125 KVA DG set with diesel.	In Nos
18.	Sound system with pin-to-pin connectivity as per requirement.	1 Job
19.	01 Back drop and flex work 12 ft X 28 ft.	In Nos
20.	Tent and Catering Arrangements:- Provision of tent along with crockery, 12 round tables, adequate number of tables and chairs with white table covers.	1 Job
21.	Two(2) Pagoda tent 5X5 mtr.	1 Job
22.	10 Flex board(6'X3') with Standees with installation	In Nos
23.	20 Hoarding 8'X 3' with installation	In Nos
24.	Anchor for stage	In Nos
25.	200 Nos Flowers/Gumlas	In Nos
26.	Arrangement of Photography & videography including dron Camera and making of a complete film for uploading on social media.	In Nos

Terms & Conditions

1. The work shall be carried out as per DTC's specification with up to date & time, correction slip as per direction.
2. The DTC reserves the right of placing work Order/Contract for all items or some items as per requirements at the approved lowest rates and is required to be performed promptly in a time bound manner. While placing work order/contract to successful bidder, decision of the DTC shall be final and binding on the bidder.
3. All necessary recoveries will be made as per applicable rules from the gross amount of bill.
4. No consortium/sub-contracting shall be allowed for bidding.
5. The DTC reserves the right to relax or waive or amend or modify or revise any terms/conditions of the tender at any time.
6. The right of final acceptance of the tender is entirely vested with the DTC and the DTC reserves the right to accept or reject any or all the bidder in part or in totality or to withdraw /cancel/ modify this tender without assigning any reason whatsoever.
7. If performance of the successful bidder is not upto the mark, the department reserves the right to re-allocate full/part order to other qualified bidders. Any additional cost incurred by the department due to such reallocation shall be borne by the original successful bidder.

8. The work will be executed round the clock for which nothing extra shall be paid. However, GST as applicable will be reimbursed on actual basis.
9. Any damage to existing systems/structure or to any human being occurred during execution shall be responsibility of the agency. All precautions shall be taken. Safety equipment shall be used to protect the work from electricity, height, chemicals and welding raised at the cost of the contractor. Rates quoted shall be included cost of these measures.
10. The work shall be done in the presence of authorized representative of the contractor.
11. The successful bidder shall not offload either full or part of the work to other bidder.
12. Any notice regarding any problem communicated by DTC, to the bidder shall deemed to be sufficiently served.
13. All structures shall be firmly grounded and stable against wind force, live load and dead loads. Structures shall be designed and executed considering adverse to weather conditions. The successful bidder will be required to submit an indemnity bond as per tender to indemnify the Delhi Transport Corporation from any injury, loss or damage caused to or suffered by any person or property, arising out of the execution of work
14. Joinery and support should be properly engineered firm and with good finish.
15. All the furniture should be firm, comfortable and as per requirements.
16. No materials, labour or Tools & Plants will be issued by department to the agency.
17. The time allowed for completion of the work prior to given date & time.
18. Payment will be made as used inventories
19. The successful bidder should comply with the statutory labour norms including minimum wages Act with regards to the manpower deployed for the execution of the contract.
20. It will be the responsibility of the successful contractor to comply with all the statutory requirements pertaining to installation of tentage etc. e.g. NOC/Licenses from relevant Authorities such as Police, Fire, Excise, Labour etc. In case of non compliance, the contractor shall be held responsible and penalty/damages if any imposed on the department will be recovered from the successful bidder.
21. All the tentage and electrical items etc. should be of good quality and clean.
22. No additional payment for mains and sub-mains points and cable charges will be made to the contractor. Complete Wiring and Power Distribution will be the responsibility of the successful bidder.
23. Items may be required at short notice and at the site and therefore the successful bidder is supposed to have enough stock of items at its disposal at any point of time.
24. The successful contractor will be bound by time schedule for providing items. Therefore, the successful contractor must have adequate and effective supervisory mechanism for providing uninterrupted supplies.
25. Not more than one tender shall be submitted by one contractor or agency having business relationship. When one or more partner(s)/ Director(s) are common then it will be termed as business relation. A breach of this condition will render the tenders of both parties liable to rejection.
26. The contractor will not install any item above the prescribed quantity as mentioned in Annexure-II of the tender document without obtaining prior approval of the competent authority. The department may increase/ decrease the quantity of items required at any stage.
27. The contractor, in any circumstance will not submit his bill above the L 1 rates at which the contractor has submitted his Financial Bid for the items which have been mentioned

in the Annexure – II of the tender document. No payment above, the total L1 rates will be made to the contractor.

28. Item wise rates shall be quoted on 'per unit' or 'Sq. ft.' on per day basis, as the case may be and shall include all charges relating to transportation/fixing/erection/dismantling of the tentage material, Wiring and Power Distribution etc. at the designated site(s) or at the prescribed destinations in respect of the event in question.
29. The contractor shall ensure that after the event, the cleanliness of the place and removal of all waste from the site should be done by him at his own cost.
30. The right of interpretation of tender clauses and items shall remain with DTC and shall binding to bidders. The bidder who has quoted lowest rates for all the items taken together shall be considered as L-1 on the basis of the lowest rates so furnished for the said contract as per the list of items which are used frequently.

TECHNICAL BID COVER LETTER (ON THE LETTER HEAD OF THE BIDDER)

Date: _____

To,

**Dy.CGM(Admin),
Delhi Transport Corporation,
DTC Headquarters, I P Estate,
New Delhi – 110002**

SUB: Tender For Selection of Agency For Making arrangements Tentage and Electrical items at Nand Nagri(NND) Depot for laying of foundation stone ceremony of Automated Testing Station on hire basis as per requirement on Date & time to be decided by DTC

Sir,

1. I/We, the undersigned, have carefully examined the referred Tender and offer to participate in the same, in full conformity with the said Tender along with all the terms and conditions.
2. I/We agree to abide by this Proposal as per Tender terms and conditions, and our offer is valid for a period of 90 days from the date fixed for submission of Proposals as stipulated in the Tender and it shall remain binding upon us and may be accepted by DTC at any time before the expiration of that period.
3. I/We shall abide by the rates quoted in the Financial Bid.
4. I/We, the undersigned, hereby bind myself/ourself to the DTC in respect of tentage work assigned by the Delhi Transport Corporation and to indemnify the Delhi Transport Corporation, of any, loss.
5. The article supplied by me/us would be of the best quality and kind as per requirement of the department. The decision of DTC as regard the quality and kind of articles shall be final and binding upon me/us.
6. Earnest Money Deposited by me/us in the form of Fixed Deposit Receipt/Demand Draft/Bankers Cheque/Bank Guarantee from a commercial bank in favour of MD, DTC payable at Delhi and can be retained according to the defined terms & conditions of the Tender.
7. The DTC or its Officers deems it necessary to change article(s) supplied by me/us being found to be defective or of inferior quality it shall be replaced by me/us in time at my/our own cost to prevent inconvenience.
8. I/We hereby undertake to supply the items in accordance with the work award order.
9. I/We hereby declare that our firm/agency is not black listed by any government/authority/department.
10. I/We hereby declare about the veracity of all the facts given in the tender.
11. All Terms & Conditions as mentioned in tender document are acceptable to Me/Us.
12. I/We state herein the rates quoted by me/us are not higher than the rates quoted/approved earlier in any Department of GNCTD which are valid.
13. I/We have submitted all the documents required as per Tender in support of Technical Eligibility prescribed in the Tender document. The details of enclosures is summarised in the following table:

List of Enclosures		
S.No.	Description of document in support of condition mention in the eligibility	No. of Pages

	criteria	

14. I/We understand DTC is not bound to accept any proposal it receives and not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.
15. We agree that if any day during the entire project duration, our act breaches the contract terms and conditions or we express our inability to execute the project, DTC reserves all the rights to terminate the contract and appropriate penalty will be borne on us.
16. I/We agree to execute a contract in the form to be communicated by DTC, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such contract to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this Bid.
17. Unless and until a formal contract is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding agreement.
18. We undertake, if our Bid is accepted, to deliver as per scope of work as specified in the tender documents and agreement made thereafter.
19. That the undersigned is hereby authorized to sign all tender documents.
20. I/We have paid EMD vide challan No..... Dated drawn on For Rs.....(Copy enclosed).

**Name & Signature
Designation**

NB: DTC reserves the right to make any change in the document anytime for which the decision of the MD, DTC shall be final and binding on the bidder/contractor. At the time of the Tender this undertaking shall be signed by the bidder and submitted along with the prescribed Tender form as proof of acceptance of all terms & conditions of contractor agreement in the event of the bidder being successful in the process.

DECLARATION/UNDERTAKING:

I/we have gone through and understood the contents of this Tender document carefully. The information furnished by me/us is true & to the best of my/our knowledge and nothing has been concealed there from. I/We have also read and understood carefully the terms & conditions of and shall be bound by the conditions given in the document.

**Seen and accepted,
Name & Signature of the Authorized Signatory
(With Office Rubber Stamp)**

FINANCIAL BID

To

**Dy.Chief General Manager(Admin),
Delhi Transport Corporation,
D.T.C Headquarters,
IP ESTATE, NEW DELHI- 110002**

Subject: Financial Bid for Making Arrangements for Tentage and electrical items etc. at Nand Nagri(NND) Depot for laying foundation stone ceremony of Automated Testing Station as per requirement and Date & time to be decided by DTC.

Sir,

With reference to your Tender dated , I am to submit my Financial Bid for providing Making Arrangements for Tentage and electrical items etc. at Nand Nagri(NND) Depot for laying foundation stone ceremony of Automated Testing Station as per requirement and Date & time to be decided by DTC

The Rates of following items are inclusive of all statutory fees/taxes/ GST, labour charges, Installation at Site/Location, Removal from site including carriage for all lead and lifts complete as per direction of competent authority of DTC					
S.No.	Items/Des.	Unit	Amount(Per Unit)	Total Amount Quoted(In Rs.)	Total Amount (Rs.) in word
1.	German Hanger for main Pandal 15 mtr X 45 mtr. With light and fabric arrangement	Sq Meter			
2.	German Hanger for High Tea arrangement 10 mtr. X 30 mtr. With light and fabric	Sq Meter			

	arrangement				
3.	VIP Stage 20 ft X 40 ft with Podium with Mics and Stage Backdrop LED Wall- 12 ft X 32 ft P 2.9V.	Sq Feet			
4.	Stage for Media person 16 ft X 28 ft.	Sq Feet			
5.	All area centralized package AC in main pandal and High Tea area and water proofing on roof.	In Nos			
6.	VIP stage chunnat and backside side wall with tress framing.	1 Job			
7.	VIP stage to Media chunnat roofing.	1 Job			
8.	12000 Sq Feet Red carpeting VIP stage to media, passage from main gate to stage etc.	Sq Feet			
9.	Side wall all areas covered.	1 Job			
10.	35 Planters/flower bouquets	In Nos			
11.	Flower decoration work at Nand Nagri Depot on given date main gate work, stage, VIP/media stage etc. passage at side wall area etc.	1 Job			
12.	15 VIP chairs with white towels and center table with Flower Vask.	In Nos			
13.	400 chairs with cover.	In Nos			

14.	20 Sofa sets with covers.	In Nos			
15.	10 Center Table for front row for VVIP	In Nos			
16.	20 Mist Fans	In Nos			
17.	Five(05) 125 KVA DG set with diesel.	In Nos			
18.	Sound system with pin-to-pin connectivity as per requirement.	I Job			
19.	01 Back drop and flex work 12 ft X 28 ft.	In Nos			
20.	Tent and Catering Arrangements:- Provision of tent along with crockery, 12 round tables, adequate number of tables and chairs with white table covers.	1 Job			
21.	Two(2) Pagoda tent 5X5 mtr.	1 Job			
22.	10 Flex board(6'X3') with Standees with installation	In Nos			
23.	20 Hoarding 8'X 3' with installation	In Nos			
24.	Anchor for stage	In Nos			
25.	200 Nos Flowers/Gumlas	In Nos			
26.	Arrangement of Photography & videography including dron Camera and making of a complete film for uploading on social media.	In Nos			

Total Amount (Rs) (This Amount will be consider for L-1 comparison			
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SIGNATURE OF TENDERER WITH SEAL

ON THE LETTER HEAD OF THE BIDDER

To,
Dy.CGM(Admin),
Delhi Transport Corporation,
DTC Headquarters, I P Estate,
New Delhi – 110002

SUB:- SELF DECLARATION OF NOT BEEN BLACKLISTED

REF:- Tender For Selection of Agency For Making arrangements Tentage and Electrical items at Nand Nagri(NND) Depot for laying of foundation stone ceremony of Automated Testing Station on hire basis as per requirement on Date & time to be decided by DTC.

Sir,

We confirm that our company has never been blacklisted in any manner whatsoever by DTC, MCD or any Department/Ministry or Government of the State/UT or Central Government in India on any ground.

(Signature of the Authorized Signatory of the Bidding Organization)

Name :
Designation :
Seal :

(To be executed on a non-judicial stamp paper of Rs. 100/- and duly notarized)

INDEMNITY BOND

(by successful bidder)

This Indemnity Bond is executed on this _____ day of _____ by Shri _____ s/o Shri _____ resident of _____ in favour of Managing Director, Delhi Transport Corporation, D.T.C Headquarters, IP ESTATE, NEW DELHI- 110002

2. The executants is the Proprietor/Partner/Director/authorized signatory of M/s _____ situated at _____ and had submitted a bid for Tender For Selection of Agency For Making arrangements Tentage and Electrical items at Nand Nagri(NND) Depot for laying of foundation stone ceremony of Automated Testing Station as per requirement on Date & time to be decided by DTC at site under the jurisdiction of DTC.

3. DTC vide its offer letter No. _____ dated _____ has given me an Award the Tender For Selection of Agency For Making arrangements Tentage and Electrical items at Nand Nagri(NND) Depot for laying of foundation stone ceremony of Automated Testing Station on hire basis as per requirement on Date & time to be decided by DTC at quoted L1 rate of Rs. _____].

4. The executants undertakes to indemnify the Delhi Transport Corporation from any injury, loss or damage caused to or suffered by any person or property, arising out of or relating to operation of site and the consequential claim or claims shall be borne by the executants who hereby indemnifies and safeguards the DTC in respect of any of such claim or claims.

EXECUTANT