

**Delhi Tourism & Transportation Development Corporation  
Ltd.**

**(A Government Undertaking)**

**18A, DDA SCO Complex, Defence Colony,  
New Delhi — 110024**

**E - Tender Document**

**for engagement of an agency**

**to provide**

**Light & Sound Arrangements**

**as per the requirement of DTTDC**

**during various functions, events, festivals, fairs, cultural  
programmes etc.**

**to be organized by**

**Delhi Tourism & Transportation Development Corporation  
Ltd. (DTTDC)**

**during the period of agreement**

**in any part of Delhi.**

**E TENDER AVAILABLE ON**

**<https://govtprocurement.delhi.gov.in>**

**web portal of GNCT of Delhi and on the web site of DTTDC at <https://delhitourism.gov.in>**

**Delhi Tourism & Transportation Development Corporation Ltd.**  
**(A Government Undertaking)**  
**18A, DDA SCO Complex, Defence Colony,**  
**New Delhi — 110024**

**NOTICE INVITING TENDER**  
**NUMBER -**

**Estimated Contact Value : Rs. 50.00 lakhs**

E Tenders are invited for engagement of an agency to provide Light & Sound Arrangements, on Item Rates basis, as per the requirement during various Functions, Events, Festivals, Fairs, Cultural Programs, Musical Shows etc. (DTTDC's Events) to be organized by Delhi Tourism & Transportation Development Corporation Ltd. during the period of agreement, in any part of Delhi.

The tender document with terms & conditions (draft agreement) is available at <https://govtprocurement.delhi.gov.in> web portal of GNCT of Delhi and on the web site of DTTDC at delhitourism.gov.in

Corrigendum/ Addendum, if any, will appear at <https://govtprocurement.delhi.gov.in> & on the website of DTTDC at delhitourism.gov.in

**General Manager**  
**DTTDC**

**Delhi Tourism & Transportation Development Corporation Ltd.**  
**18 A DDA SCO Complex, Defence Colony, New Delhi**

**Subject - E** Tender for engagement of an agency to provide Light & Sound Arrangements on Item Rates basis, as per the requirement during various Functions, Events, Festivals, Fairs, Cultural Programs, Musical Shows etc. (DTTDC's Events) to be organized by Delhi Tourism & Transportation Development Corporation Ltd. during the period of agreement, in any part of Delhi.

**Time Schedule of Tendering Process**

1.	E Tender issue Date	24.07.2023
2.	Pre - Bid Meeting – Place, Date and Time	at DTTDC's head office at 18 A DDA SCO, Complex, Defence Colony, New Delhi 110024 on <b>31.07.2023 at 11.00 AM</b>
3.	Last date of receiving pre bid queries through email <a href="mailto:ctdttdc@gmail.com">ctdttdc@gmail.com</a> or by hand in physical form in DTTDC's Head Office at the above mentioned address.	30.07.2023 till 4.30 PM
4.	Bid due date	16.08.2023 till 03.00 PM
5.	Opening of Technical Proposals	16.08.2023 at 3.30 PM
6.	Opening of Financial Bids	To be intimated

**Background**

Delhi Tourism & Transportation Development Corporation Ltd. is a Government of Delhi Undertaking which was established in December 1975 for the purpose of promoting tourism and providing related services in the city of Delhi. DTTDC has been organizing various Functions, Events, Festivals, Fairs, Cultural Programs, Musical Shows etc. in Delhi at different places. Some of the important festivals organized by DTTDC in the past are Garden Tourism Festival, Food Festival, Mango Festival, Itra and Sugandhi Mela, International Kite Flying Festival etc. Similarly, various fairs and festivals & weekend cultural programs are also organized at different units of the corporation.

## **Scope of work**

1. Through this tender, DTTDC proposes to engage an agency to provide Light & Sound Arrangements, on Item Rates basis, as per the requirement of DTTDC during its various events. For this purpose, the item wise rates will be finalized and the agency with L-I rates will be engaged to provide the items on the approved rates as per the requirement during DTTDC's various events to be organized from time to time. Generally, these events are organized for three days. But it is quite possible that some of these events are organized for one day or more than one day.
2. The rates quoted and finalized will be for one day for each item/unit as per the Financial Bid Proforma. The costing of the particular event will be calculated on the basis of the rates of one day of used items only multiplied by the number of actual days during which the event is organized. The days required to set up the venue prior to main event date and the days required to dismantle all the items after the last date of event, will not be counted for the purpose of calculation of the number of days. In simple terms, the payment of all items as per the finalized rates will be made only for the number of days of the main event in respect of only those items which are used during the main event days. No extra charges for transportation, labour, operators, jocky, cartage etc. will be paid.

## **Estimated Contact Value**

The estimated contract value over the year is around **Rs.50.00 Lakhs**. This is just estimation for the bidders. However, the actual work will depend on various factors. It is quite possible that due to compelling circumstances the overall contract value over the contract year may or may not be Rs.50 lakhs. In any circumstances DTTDC will not be liable for any loss to the successful bidder and he has to comply with the requirement of DTTDC as and when there is any festival, events etc. as per the terms and conditions of the tender document and agreement.

## **Eligibility Criteria**

1. Bidder must have three years' experience in the related field as on 31.03.23
2. GST registration and PAN Number.
3. Average annual turnover of **Rs. 15 lakhs** during the last three financial years (2020-21, 2021-22 & 2022-23) (CA certificate with UDI Number and copy of the balance sheet etc.).
4. Acknowledgement of filing income tax return for the last three assessment years, 2020-21, 2021-22 & 2022-23).
5. The agency having their registered office and godown in Delhi.
6. Experience of having successfully completed similar works during last three years ending as on 31.3.2023 should be either of the following.
  - Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. Or

- Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. Or
- One similar completed works costing not less than the amount equal to 80% of the estimated cost.

Similar work means the work related to Light & Sound Arrangements to a Department under Central government or a State Government or UT Administration Agency, organization, autonomous bodies, hospitals, universities etc. (as proof, the successful completion certificate or work order along with corresponding invoices from the respective central /state/ UT Government department/ agency/ organization in support of fulfillment of any of the above three conditions shall be uploaded online.)

### **Documents to be scanned & uploaded (on the portal) and also to be physically submitted**

1. Earnest Money Deposit
  2. Bidder Form/Application Form duly filled in, signed and stamped by the authorized person along with relevant documents as per **Annexure A.**
  3. Undertaking as per **Annexure B**
  4. Complete tender document with draft agreement duly signed. Draft Agreement is as per **Annexure C.**
  5. Financial Bid proforma duly filled in, signed and stamped as per **Annexure D.**
  6. **MSME registration certificate (if registered)**
- The bids of those bidders who could not upload the desired documents as mentioned in bid would be rejected summarily on technical grounds.
  - DTTDC will not be responsible for any technical glitch/error on the e-tender portal during the tendering process causing non-submission of documents and/or non-submission of bid. Bidders are also advised to submit their documents and bids well in time to avoid last minute rush.

### **Instructions to the bidders**

#### **General Terms and Conditions**

1. The bidders are advised to study the e-tender document carefully before submitting the e-tender form. It will be presumed that the e-tenderer / bidder has considered and accepted all the terms and conditions of this e-tender. No inquiry, whatsoever/ verbal or written shall be entertained in respect of acceptance / rejection of the e-tender.
2. The BIDS must be unconditional.

3. The tender should be submitted in scan copy neatly typed (preferably Computer generated) and free from over writing / cutting. Correction fluids should not be used in any case. Alterations unless legibly attested by the tenderer, shall disqualify the tender.
4. All the documents should be serially numbered and signed by the tenderer.
5. The bidders interested in participating in e-tender should have registration on e-procurement portal of Delhi Govt. and Class III digital certificate / signatures. For registration on e-procurement site, bidders may contact e-procurement help desk at 6th Floor, C-wing Vikas Bhawan-II Civil Lines, Delhi-110054. Phone 011-23813523.
6. Incomplete or incorrect offers as well as e-tenders received late are liable to be rejected.
7. Income tax deduction as applicable shall be made at source by the corporation as per the provisions of Income Tax Act. And all required documents like PAN card, Bank Account and Experience Certificate should be in the name of bidder or its authorized person.
8. An exhaustive list of light and sound items has been mentioned in the Financial Bid. DTTDC may or may not require all the items in one event. The requirement may be on need basis. It is quite possible that during any event only few items are required, as such, the payments will be released only in accordance with the items used for which bills will be raised by the bidder,
9. The Bidder form /Application Form should be filled in ink clearly legible or typed. The e-tenderer should clearly quote the rates in the Financial Bid Proforma. Alterations, unless legibly attested by the e-tenderer, shall disqualify the e-tender.
- 10.** The Bidder Form/Application and its enclosures should be signed by the bidder himself. In case of a private limited company, the e-tender can be signed by an authorized person in whose favor the company has resolved in its board meeting. Copy of the resolution of the board of the company to be attached.
11. The e-tenderer should take care that the amount should be written in such a way that the interpolation is not possible and the rates quoted in Financial bid is exclusive of all taxes. No blank should be left which would be otherwise made the e-tender liable for rejection.
12. Any act on the part of the e-tenderer to influence anybody in the corporation is liable for rejection of the e-tender.

### **Bidder's Form/Application Form**

1. The Eligible Bidder would be required to fill the bidder form/application form (**Annexure A**) and to upload the relevant documents along with the bidder form. These

documents, in physical form, must also be submitted at DTTDC's head office at 18 A DDA SCO Complex, Defence Colony, New Delhi. For this purpose, a tender box will be kept at the reception of DTTDC's head office. All bidders will submit the documents on or before the last date of submission of request.

2. Canvassing of any information in connection with the tender is strictly prohibited which may disqualify the tender. The tender/bids must be unconditional.

**Submission of documents in physical form**

1. One envelope containing original Earnest Money Deposit of Rs.1.50 lakhs. (EMD Envelop)
2. One envelope containing the bidder form duly filled in signed, stamped by the authorized person along with the relevant documents as proof of respective information. (Documents Envelop)

Both envelopes will be packed in a big envelope and shall be submitted on or before the due date and time for submission of the bids in the tender box. (Complete Tender Documents)

**Time Schedule after completion of tendering process**

S.No.	Particulars	Time Schedule with days
1.	Letter of award by DTTDC	T
2.	Acceptance by the successful bidder	T+2 days
3.	Deposition of deposits / Performance Security	T+2 days
4.	Signing of agreement	T+3 days

**Validity of tender & Duration of Agreement**

1. The validity of tender shall be 180 days from the date of tender opening.
2. **The duration of the agreement will be initially for a fixed period of one year which is further extendable for one more year at the sole discretion of DTTDC.** The item wise rates finalized at the time of agreement shall remain valid for the extended period also.

**Earnest Money Deposit (EMD)**

1. The bidders will deposit EMD of Rs.**1.50 Lakh** in favour of DTTDC Ltd. to be paid through demand draft /RTGS/Bank Guarantee. and to be submitted in original at the above-mentioned address on or before the bid end date along with other documents.
2. The same will be returned to unsuccessful bidder without interest after completion of e-tendering process.
3. A Copy of the EMD will also be uploaded on the portal.

4. EMD shall be exempted for registered MSME. Bidders will submit a valid MSME Registration Certificate.

### **Security Deposit / Performance Security**

1. The successful bidder would be required to deposit an amount of **Rs.5.00 Lakh** towards security deposit/ performance security in the form of DD, RTGS, Bank Guarantee (BG) in favour of DTTDC.
2. The security deposit (BG) will be valid for two and half years.
3. The security deposit will be returned back to the bidder without interest after successful completion of the agreement period.

### **RTGS Details of DTTDC for the purpose of EMD and Security Deposit/Performance Security –**

1. Punjab National Bank, M.C.C.Complex, Defence Colony, New Delhi-110024
2. Account No. 3978002100007876
3. RTGS/NEFT IFS Code : PUNB0397800

### **Pre Bid Meeting**

4. A pre bid meeting will be held **on 31.07.2023 at 11.30 am in** DTTDC's head office at 18 A DDA SCO Complex, Defence Colony, New Delhi.
5. Bidders can seek any clarifications and raise any query in writing during the pre-bid meeting.
6. The queries / clarifications can be sent through e-mail at [ctdttdc@gmail.com](mailto:ctdttdc@gmail.com) or physically in DTTDC's Head Office till 6.00 pm on the same day. The queries/ clarifications received after 6.00 p.m will not be entertained.
1. The replies to the queries/corrigendum/addendum etc. will only be uploaded on the **<https://govtprocurement.delhi.gov.in> portal and on DTTDC's website [delhitourism.gov.in](http://delhitourism.gov.in).**

### **DTTDC's right**

1. DTTDC reserves the right to cancel or reject any or all bids or complete e-tendering process without assigning any reason.
2. Since, all the cost with regard to submission of bid will be borne by the bidder himself/herself, DTTDC will not be liable for any monetary/physical loss or damage to the bidder due to cancellation of the bidding process or otherwise.

## **Tendering Process**

It will involve a 2-stage scrutiny:-

1. The technical bids shall be opened first.
2. The financial bids of bidders, who qualify in technical bid qualification, will be opened thereafter

## **Bid Opening and Evaluation**

1. The authorized representatives of the DTTDC will open the Pre-qualification/Technical Bids online at DTTDC's Head Office place on designated time.
2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the tender document will be summarily rejected.
3. Conditional bids will also be summarily rejected.
4. Subsequently, the selected technical bids will be evaluated as per the Eligibility Criteria on the basis of the information and documents provided in Bidder Form/Application Form for prequalification bid
5. Noncompliance of any single clause will disqualify bidder.
6. Financial bids of only the technically qualified bidders will be opened online for evaluation in the presence of qualified bidders.

## **Financial Bid**

1. The bidders will submit the item-wise quote in the Financial Bid proforma only (**Annexure D**).
2. Item-wise quote submitted with any condition will amount to non-acceptance of the bids.
3. Unresponsive and incomplete Financial Bid shall be summarily rejected.
4. The L-1 bidder will be selected on the basis of the total of all items. The bidder with the lowest total of the quoted rate will be the L-1 bidder.
5. In case, there are more than one L-1 bidders, all such L-1 bidders will be given an opportunity to further revise their respective item-wise quoted rates on lower side. The bidder with the lowest L-1 rates will be awarded the contract.

6. The process of the revising the rates on lower side, will continue till only one bidder emerges as L-1 bidder. In case any bidder withdraws from this process at any stage, the EMD amount will be forfeited.

**Agreement**

1. The successful bidder would be required to sign the agreement on a stamp paper of Rs.100/- as per draft placed at **Annexure “C”**

**BIDDER FORM/APPLICATION FORM**

**Delhi Tourism & Transportation Development Corporation Ltd.  
18-A,DDA SCO Complex, Defence Colony, New Delhi- 110 024**

**Bidder Form/ Application Form for engagement of an agency to provide Light & Sound Arrangements, on Item Rates basis, as per the requirement during various Functions, Events, Festivals, Fairs, Cultural Programs, Musical Shows etc. (DTTDC's Events) to be organized by Delhi Tourism & Transportation Development Corporation Ltd. during the period of agreement, in any part of Delhi.**

**Note - Please attach only requisite documents/ certificate (duly certified by the Chartered Accountant with UDIN, wherever applicable and required) as proof, duly page numbered along with this BIDDER FORM/APPLICATION FORM.**

<b>S.No.</b>	<b>Particulars</b>	<b>Details</b>	<b>Proof at Page No.</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
1.	Names, address of Firm/ Agency, Telephone Numbers & Email Address		
2.	Whether Proprietary /Business/ Partnership Firm /company (Private/ Public/ PSU) registered under the Companies Act 1956/2013  Name and address of Directors / partners should be specified. (Attach extra sheet if required)		
3.	Name, Designation, address, mobile number and email address of the authorized person.		
4.	Registration Number of the Firm / Agency		
5.	Earnest money deposit of <b>Rs.1.50 lakh</b> to be paid through demand draft /RTGS / Bank Guarantee in favour of DTTDC Ltd. and to be submitted in original at the above-		

S.No.	Particulars	Details	Proof at Page No.
1	2	3	4
	mentioned address on or before the bid end date.  <b>Contact person – Shri Harbans Rai, Sr. Caretaker of DTTDC</b>  EMD must be from the Nationalized Bank or Scheduled Commercial Bank.		
6.	PAN Card Number		
7.	GST Registration Number		
8.	Average annual turnover of <b>Rs. 15 lakhs</b> during the last three financial years (Attach CA certificate with UDI Number and balance sheets etc.).	<b>Turnover (Please mention amount in Rupees)</b>	
	2020-21	Rs.	
	2021-22	Rs.	
	2022-23	Rs.	
	<b>Average Turnover for last three years</b>	Rs.	
9.	Enclose Income Tax returns for the assessment year 2020-21, 2021-22 and 2022-23		
10.	Address of the registered Office in Delhi.		
11	Address of the Godown in Delhi		
12.	Experience in years (Must have three years' experience in the field)		
13	<b>Work experience</b>		
	Experience of having successfully completed similar works during last three years ending as on 31.3.2023 should be either of the following.		
	Three similar completed works each costing not less than the amount equal to 40% of the estimated cost. Or		

S.No.	Particulars	Details	Proof at Page No.
1	2	3	4
	Two similar completed works each costing not less than the amount equal to 50% of the estimated cost. Or		
	One similar completed work costing not less than the amount equal to 80% of the estimated cost.		
	Similar work means the work related to providing light and sound items to a central, state, UT Government department, agency, organization, autonomous bodies, hospitals, universities etc.  As proof the bidders will submit the successful completion certificate or work order along with corresponding invoices from any central /state/ UT Government department/ agency/ organization in support of fulfillment of any of the above three conditions. This shall be uploaded online.		
14.	Bank Details of the bidder		
15.	MSME Valid Registration Certificate (If registered and seeking exemption for EMD)		

### **Bidder's to Note**

- **Bidder Form** – Bidder Form/Application Form must be filled by the respective bidders.
- The bidder shall submit “Duly filled in Bidder form” along with the “relevant documents” only. “Incomplete bidder form” and form which is not “properly filled in” shall be rejected out rightly.
- DTTDC may seek any additional information / document from the bidder in support of their eligibility, if required, during the tendering process.
- Bidders are advised to submit only relevant documents as per Bidder Form. Unnecessary documents in bulk may not serve any purpose.

**Note:- This application Form and other requisite documents must be uploaded on the portal after filling up in all respects. A copy of the same will also be submitted in physical form as already mentioned in the tender document.**

**Name of the Bidder  
Designation  
Name of the Agency  
Address, mobile and e mail address  
Stamp of the bidder/agency**

**Undertaking**

**(To be submitted by the Bidder on the letter head of the Agency)**

**Undertaking by the bidder - For engagement of an agency to provide Light & Sound Arrangements), on Item Rates basis, as per the requirement during various Functions, Events, Festivals, Fairs, Cultural Programs, Musical Shows etc. (DTTDC's Events) to be organized by Delhi Tourism & Transportation Development Corporation Ltd. during the period of agreement, in any part of Delhi.**

1. I/we hereby undertake to submit my/our offer for the above work as per the general conditions of the tender and clauses of the proposed agreement to be signed by me/us and to pay the security deposit amount/ performance security and to execute an agreement as per the prescribed time limit from the receipt of the letter of award. I/We shall commence the work immediately on the award of the contract.
2. Subject to the terms & conditions given in the e-tender document and agreement, I/we hereby submit my/our offer for award of contract for engagement of an agency to provide Light & Sound Arrangements, on Item Rates basis, as per the requirement of DTTDC during various Functions, Events, Festivals, Fairs, Cultural Programs, Musical Shows etc. (Various DTTDC's Events) to be organized by Delhi Tourism & Transportation Development Corporation Ltd. during the period of agreement, in any part of Delhi.
3. I/We fully understand that the contract is initially for a fixed period of one year which is further extendable for one more year at the sole discretion of DTTDC. The item wise rates finalized at the time of agreement shall remain valid for the extended period also.
4. In the event of my/our withdrawing the offer during its currency of the tendering process/agreement, I/we understand and give consent for forfeiture of the entire earnest money deposit / Security deposit / performance security paid by me/us.
5. In the event of any non-disclosure in the offer or any irregularity in the execution of work, I/we agree that my contract is liable to be summarily rejected by DTTDC who shall be the sole deciding authority and its decision shall be final and binding on me/us.
6. I/ we have carefully studied and gone through the terms and conditions of the tender document, its annexure and agreement and understand the same.

7. I/we take upon myself/ourselves all risk and responsibility for any errors and omissions that may arise from any discrepancy, misunderstanding or misconception of the terms of the said offer.
8. I/We herewith enclose the proof for the earnest money deposit made.
9. I/We have not been debarred / blacklisted by any Government Public Sector Undertaking/ local bodies or any other statutory authority including DTTDC during the last three years, w.e.f 1.4.2020.
10. I/We hereby undertake that the proprietor/ partner / company/ agency is not a defaulter with DTTDC and/or with any other Corporation of Delhi Government/ Central Government/ Autonomous Bodies etc. during the last three years w.e.f 1.4.2020.
11. I/We hereby declare that no proceedings are pending before any forum/tribunal/courts/ commission.
12. I/We hereby understand that non- disclosure of the information and withholding of any information shall amount to disqualification in participation in the bid or tender of the DTTDC.
13. I agree that DTTDC shall be within its power to unilaterally terminate the contract forthwith without notice or without being liable for any loss or damage, whatsoever and forfeit the entire EMD/Performance Security/ security deposit amount in case the declaration is found false or any conditions of the agreement are violated by me.

**[SIGNATURE OF THE AUTHORIZED OFFICER]**

**Name & Address**

**Contact Number**

**Stamp**

**Place:**

**Draft Agreement**

(To be executed by the successful bidder on Rs. 100/- stamp paper)

**AGREEMENT**

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 between Delhi Tourism & Transportation Development Corporation Ltd. (DTTDC) having its head office at 18-A, DDA SCO Complex, Defence Colony, New Delhi- 110024, through Sh. \_\_\_\_\_, Chief Manager, DTTDC, who is duly authorized to enter into this Agreement (hereinafter called “DTTDC” 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

M/s \_\_\_\_\_ through its/their proprietor/authorized signatory Sh./Smt. \_\_\_\_\_ having its registered office at ..... and Godown at .....(hereinafter called “the Agency”, which expression shall, unless excluded by or repugnant to the context, be deemed to include his heirs, executors, successors and assigns) of the other part.

Whereas DTTDC vide its E-Tender ID ..... dated ..... had invited financial bids from the eligible Agencies for award of contract for engagement of an agency to provide Light & Sound Arrangements, on Item Rates basis, as per the requirement of DTTDC during various Functions, Events, Festivals, Fairs, Cultural Programs, Musical Shows etc. (Various DTTDC’s Events) to be organized by Delhi Tourism & Transportation Development Corporation Ltd. during the period of agreement, in any part of Delhi.

Whereas M/s..... had quoted its Financial Bid and became the L-1 bidder (successful bidder) for the above-mentioned work.

Whereas DTTDC vide its letter dated ..... had awarded the contract to M/s ..... for the above-mentioned work which was accepted by it vide its letter dated.....

And Whereas M/s ....., has agreed to supply light and sound items etc as per the rates specified against each in the **Schedule** annexed to this Agreement and the same shall be read as a part of this Agreement and on the terms and conditions hereafter appearing.

Now, therefore, this Agreement witnesses as follows:-

**1. Agreement and its attachments**

1.1 The tender document, corrigendum and addendum, if any, correspondence between

DTTDC (First Party) and M/s ..... (Second Party), if any, prior to this agreement will form part and parcel of this Agreement.

## **2. Duration of the agreement**

- 2.1 The rates quoted shall remain valid for a period of one year starting from the date of award of the contract, which may be extendable by another one year with mutual consent on the same rates.
- 2.2 The First Party reserves the right to curtail or extend the validity of contract on the same rates and terms and conditions or with some addition/ deletion/ modification in the terms of the agreement solely with the approval of the Managing Director & CEO, DTTDC. Any addition/ deletion/ modification or extension of contract shall be in writing.
- 2.3 The Second Party shall not demand any increase in the rates whatsoever from First Party during the period of the contract.

## **3. General Terms and Conditions**

- 3.1 The items supplied should be neat and clean and in perfect condition, broken or shabby and faulty items, even if delivered, payment in respect of such items will not be made by First Party;
- 3.2 In case of breakdown of sound or lighting items for any reasons whatsoever, the second party shall make an alternative arrangement at the earliest and make sure that the work should not suffer for such reason. In case of breakdown or due to any reason such breakdown leads to injuries to any person including third party then the second party shall be liable for the same.
- 3.3 If the material/services supplied is found to be of sub-standard quality or damaged or faulty, the second party shall be bound to replace the same with the best material at his own cost, risk and responsibility. The penalty upto 10% of the billing amount may be imposed upon the second party by the first party.
- 3.4 All wirings have to be provided by the second party from the source to be specified by the first party and all safety parameters must be followed and proper electrical connections are to be made so as to avoid any hazard due to the work entrusted to the second party. All electrical joints must be properly insulated so as to avoid short circuiting and fire at any point of time.
- 3.5 All precautionary/safety measures should be adopted by the second party in fixing lights and sound items including carrying out all contractual work entrusted by the first party. The first party will not be responsible for any accident, mis-happening and loss caused due to agency's negligence. The sole responsibility for any legal or Financial implication would vest with the second party. The first party shall have no liability whatsoever.
- 3.6 The second party must ensure installing high quality sound and lights to ensure best quality besides preventing any untoward incident/mishap on account of inferior quality

of material installed.

- 3.7 The second party will provide the light and sound etc. well in time before the main event.
- 3.8 The second party must ensure all standby light and sound equipments ready at site prior to any event in order to avoid any embarrassing situation during the event due to shortage of material.
- 3.9 First Party will not be responsible for any damage to the items on account of fire, theft, riots or otherwise.

#### **4. Responsibility and Liability of the Second Party**

- 4.1 That the persons employed by the Second Party shall at all times and for all purposes shall be the employees of the Second Party which shall alone be liable and responsible for payment of all kind of wages, salaries, PF, ESI, insurance, remuneration, claims, compensations and other benefits etc. to them without any claim or reimbursement from First Party.
- 4.2 For all intents and purposes, the second party shall be the “Employer” within the meaning of different Labour Legislations in respect of persons engaged by him. The persons engaged/employed by the second party for the purposes of this Agreement, shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against the first party.
- 4.3 The second party shall be solely responsible for the redressal of grievances /resolution of disputes relating to persons engaged by them for the first party under the contract. The first party shall, in no way be responsible for settlement of such issues.
- 4.4 It is responsibility of the second party to ensure that all the persons deployed by it will be efficient, skilled, honest and conversant with nature of work.
- 4.5 That the second party will provide uniform and also issue identity cards to each of its staff, supervisors for entry into the events venue. The uniform and identity cards be provided by the second party at its own cost.
- 4.6 Security staff of the first party shall be at the liberty to exercise check on any of the staff of the second party while entering the premises during the work and while leaving from the premises on completion of work.
- 4.7 It shall be the responsibility of the second party that the character antecedents of such personnel deployed for work have been duly verified by the police authorities and shall produce such police verification on demand by the first party.
- 4.8 The second party shall not employ persons below the age of 18 years. It is the responsibility of the second party to follow all the statutes/laws/ by-laws, labour laws regulations of all statutory and Government agencies, applicable from time to time and the second party will also be liable to pay all duties/fees/fines/statutory taxes including Goods & Service Tax etc. levied by any statutory authority during the currency of the agreement for discharging the assigned work under this agreement.
- 4.9 That the second party shall not use premises/venue as godown for storing items and immediately remove its goods from the site on completion of job/work failing to do so

DTTDC will charge an amount @ 10% of the bill amount per day till such time the goods are actually removed by the second party.

## **5. Indemnification**

- 5.1** The Second party shall keep the First party indemnified and harmless against all claims, damages, dues, payments, fines, penalties, compensations, liabilities, other losses etc. which may incur on account of non-compliance of statutory provisions of applicable laws or violation of any provisions of law as applicable by the second party.
- 5.2** That in case of such breaches of terms of contract as minor offences such as (but not limited to) fighting with each other by the staff of the agency, misbehavior, drinking at the site, non-wearing of uniforms and identity cards, under-age employment etc. and complaints coming to the notice of the first party from which in the opinion of the first party this contract need not be terminated, the first party will be at discretion to recover compensation from the second party up to the limit of security deposit. An offence is a minor offence or not will be decided by the Competent Authority, i.e MD & CEO, DTTDC.
- 5.3** That the second party shall indemnify the first party against any claim made or damages suffered by the first party by reasons of any default on the part of the second party or its servant/ agents in due performance of the contract and or related to the purpose of this contract.

## **6. Taxes and Surcharge**

- 6.1** That the income tax, surcharge, labour welfare cess as applicable shall be recovered from the bills of **the Second Party**.
- 6.2** The rates are exclusive of GST but inclusive of transportation, cartage, Operators of sound and light equipments and labour and other expenditure to be incurred by the second party for setting up and preparation of the main event venue.

## **7. Subletting of the work/contract**

- 7.1** The second party shall not transfer, sublet or assign the work/contract or any part thereof, in any circumstances.
- 7.2** Any breach of this condition entitles the first party to rescind the contract. Further, in case of any breach of agreement on part of second party, the security deposit/performance security deposited with the first party by the second party shall stand forfeited without any further reference to the second party who will have no claim of any kind in this regard.

## **8. Payment of Bills**

- 8.1** For all the Light and Sound etc. arrangements made by the second party at the event

venue for the first party, the second party will raise the bill to the first party at the approved rates along with the physical verification report.

- 8.2** The second party will deploy an authorized person along with the team of officials of First party for getting physical verification of the items at the event venue on all days of event. In case no authorized person is nominated or deployed by the second party, the physical verification report of the team of officials of first party will be treated as final and the payment will be released only according to the said physical verification report.
- 8.3** The payment would be released by cheque/online transfer normally within a period of 15 days after the receipt of the bill. In case of delay in payment by the first party due to reasons whatsoever the second party shall not claim any interest on such delayed payment.
- 8.4** The rates quoted and finalized are for one day of each item/unit as per the Financial Bid Proforma. The costing of the particular event will be calculated on the basis of the rates of one day of used items only multiply by the number of actual days during which the events is organized. The days required to set up the venue prior to the main event date and the days required to dismantle the items after the last date of event, will not be counted for the purpose of calculation of the number of days. In simple terms, the payment of items as per the approved rates will be made only for the number of days of the main event in respect of only those items which will be used during the main event days. No extra charges for transportation, labour, operator of light and sound equipment, cartage etc. will be paid by the first party.
- 8.5** The second party shall not claim expenditure towards electrical wires, cables, generator wire and any other type of cables and electrical wire. The first party will not make any payment on this account if any bill is raised for such items.

## **9. Penalty**

- 9.1** In case the second party fails to complete the job within stipulated time frame or the items supplied are not of standard quality, a penalty of 10% of the bill amount of the respective event will be charged from the second party.
- 9.2** In case the second party fails to provide the services on any day, first party shall be free to engage/ hire services from the open market and the expenditure incurred would be recovered from the bills / performance security of the second party. The agreement is also liable to be terminated by the first party.

## **10. Termination of the Agreement by both parties**

- 10.1** The first party reserves its right to terminate the contract at any time during the course of contract by giving one month's written notice.
- 10.2** The Second Party will have the option to terminate the agreement by giving a three months's written notice assigning reasons thereof.
- 10.3** In case the contract is not renewed in writing before or at the time of expiry of its term, then it shall be treated as automatically lapsed.

## **11. Termination of the agreement by the First Party**

- 11.1 If the second party fails to provide the Service to the first party and/or if the services are not found satisfactory enough, the first party shall have the right to terminate the contract, without any notice.
- 11.2 If the second party at any time defaults in executing contract job with due diligence and care and continues to do so, and / or the second party commits default in complying with any of the terms and conditions of agreement and does not take any remedy up to the satisfaction of first party or take effective steps / measures up to the satisfaction of the first party, or fails to complete the work as per the terms and conditions and does not complete it within the period specified in the notice given to him in writing, the first party may without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to the second party, shall cancel the contract/ agreement. The security deposit / performance security will also liable to be forfeited by the first party. The first party on such cancellation shall have powers to carry out / execute the work through other agencies by any means at the risk and cost of the second party.
- 11.3 If any information furnished by the second party is found to be incorrect or false at any time, the agreement is liable to be terminated immediately without notice, and the security deposit/ performance security will also be liable to be forfeited by the first party.
- 11.4 In case the following events are found during the period of agreement, the agreement will stand terminated and the bank guarantee will be forfeited-
- (a) The Second Party was in violation of first party's earlier projects.
  - (b) The second party has failed to comply with the request and demands made by the first party in spite of final show cause notice issued to second party.
  - (c) The second party or its constituents whose assignments / agreements/ contracts had been terminated for default of contract or for violations of terms and conditions agreed with the first party terminated by the first party in past.
  - (d) The second party has been blacklisted or debarred by any State Government organization/ PSU etc.

## **12. Forfeiture of Performance Security/Security Deposit**

- 12.1 In case of any default on the part of the second party in performance of his duties under this agreement which resulted into loss to the first party in any manner whatsoever, the first party reserves the right to forfeit partly or fully the performance security / security deposit.
- 12.2 In case the performance security / security deposit is partly forfeited, the second party shall replenish the same with the equal amount within 15 days of such demand by the first party.
- 12.3 In case of any breach of agreement on part of Second party or as per the other

provisions mentioned in this agreement, the performance security deposited with the first party shall stand forfeited without any further reference to the second party which will have no claim of any kind in this regard.

### **13. Interpretation of the agreement**

- 13.1 That in case of any conflict or contradiction between one or more clauses of the Tender document, agreement and any addendum or corrigendum or any other document forming part of this agreement, the interpretation of MD& CEO, **DTTDC** shall be final and prevail and will be binding on the parties.

### **14. Settlement of dispute**

- 14.1 The parties shall use their best efforts to negotiate and amicably settle any dispute, controversy or claim arising out of, or in connection with this contract or its interpretation.
- 14.2 In case the parties do not reach to any amicable settlement as per the provision mentioned above, either party may seek the resolution through the court of law.
- 14.3 **Jurisdiction** - All matters and disputes under this contract shall be subject to the jurisdiction of Delhi Court.

### **15. Force Majeure**

- 15.1 Force Majeure is herein defined as any cause which is beyond the control of the parties as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as: Natural phenomena, including but not limited to floods, droughts, earthquakes, pandemic and epidemics; Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, and embargoes.
- 15.2 Provided either party shall within 15 (fifteen) days from the occurrence of such a cause notify the other in writing of such cause, along with proof of such occurrence.
- 15.3 That the parties shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is to any force majeure cause as referred to and/or defined above.

### **16. GENERAL PROVISIONS**

- 16.1 **Construction of Terms.** If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.
- 16.2 **Notice.** Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given: upon personal delivery; if sent by email,

upon confirmation of receipt; if sent by certified or registered mail, courier and postage prepaid.

- 16.3 **Modification.** No modification or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.
- 16.4 **Waiver of Breach.** The waiver of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.
- 16.5 **Severability.** If any provision of this Agreement other than those provisions relating to the assignment of rights is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.
- 16.6 **Strikes/lockouts.** That if due to any strike or lockout in the complex, the second party is unable to function or its business is affected, the first party shall not be liable for any losses, which the second party may suffer.

**17. Reporting of deficiency to second party**

- 17.1 If for any reason the first party is dissatisfied in any way with the standard of the services or felt deficiency in service during the agreement period, it will be reported to the second party in writing.

**18. Correspondence between both parties**

- 18.1 The Second party will address all the correspondence to the MD & CEO, DTTDC, New Delhi with a copy to the General Manager, DTTDC and Chief Manager (DHINA).

**Signature of the Authorized Person**  
**On behalf of DTTDC**  
**Name of the Officer**  
**Address**

**Witness**  
**Witness**

**Signature of the Authorized Person from the Second Party**  
**Name of the Agency**  
**Name of the signatory**  
**Address and Mobile No.....**

**Witness**  
**Witness**

## FINANCIAL BID

Prescribed proforma for Quoting Rates (Financial Bid) (Amount in Rupees)

S.No	Items	Unit	Amount (Rs.)
<b>Exclusive of GST but inclusive of all other charges such as transportation, cartage, operators, labour and all other expenses in setting up light and sound arrangements at the venue.</b>			
<b>Stage Lights Equipments</b>			
1	Fresenal 1000 Watt.	1	
2	Fresenal LED 200 Watt.	1	
3	PC spot Light 1000 wtt	1	
4	Profile spot light LED 200 watt	1	
5	Zoom profile 750 watt (25-50 degree)	1	
6	Follow spot light LED 5R	1	
7	HMI follow spot light 1200 watt	1	
8	Halogen light 500 watt with born door	1	
9	Halogen light 1000 watt with born door	1	
10	PAR 64 light 1000 watt (CP-61/CP-62)	1	
11	LED PAR 3 watt (RGBW)	1	
12	Zoom LED PAR 15-36 degree	1	
13	LED Cyclorama flood light 3 watt (RGB)	1	
14	1200 watt moving head (European)	1	
15	Jumbo strobe light	1	
16	LED Strobe Light	1	
17	Light operating panel - avolite	1	
18	MA Grand Lighting panel	1	
19	Par 38 light	1	
20	Fog machine	1	
21	Bubble machine	1	
22	snow machine	1	
23	low fog machine	1	
24	Warm LED PAR - RGWW 100W	1	
25	Warm LED PAR - WW 100W	1	
26	LED Moving head	1	
27	Zoom LED Moving head	1	
28	LED Wash Moving head	1	
29	Clear com system	1	
30	pin spot light	1	
31	wall washer - RGB DMX	1	
32	blinder - 120V/650 watt -4	1	
33	Blinder - RGB-4	1	
34	Main Line 3phase - per mtr.	1	
35	Tower for lights	1	

<b>S.No</b>	<b>Items</b>	<b>Unit</b>	<b>Amount (Rs.)</b>
36	Trus for Lighting - per running ft. (MS 6 Aluminium)	1	
37	Trus for Lighting - per running ft. (MS 6 Iron)	1	
38	Electronic dimmer - per KW	1	
39	Mirror ball with two beams 12 watt	1	
40	Exhibition light	1	
41	Imported filter - Lee / ROSCO (one time)	1	
42	Liquid smoke machine - imported	1	
43	Haze Machine - (imported)	1	
44	Motorised effect projector - 1000 watt (Cloude/ Fire/ Rain/ Waves )	1	
45	Motorised effect projector - 2000 watt (Cloude/Fire/Rain/ Waves)	1	
46	Making laser show with one 24 Watt RGB and 2 Nos. 6 Watt RGB laser The show includes making of animation (Approx. 10 Minutes) & Beam show	1 set	
<b>Sound Equipments</b>			
47	Audio system with 5 nos. mikes and two columns with installation operation (JBL/BOSS/D&B)	1 set	
48	Audio mixer (Sound Craft/Yamaha) – 8 channel	1 set	
49	-do- 16 channel	1 set	
50	DJ mixer	1 set	
51	Digital audio Mixer 24 channel	1 set	
52	Digital audio Mixer 32 channel	1 set	
53	Digital audio Mixer 48 channel	1 set	
54	Digital audio Mixer 96 channel	1 set	
55	Stage Rack	1 set	
56	UPS 3kva online	1 set	
57	UPS 5kva online	1 set	
58	Digital snake cable	1 set	
59	Digital recorder	1 set	
60	One microphone with amplifier, stand and two column speakers (15") with standby battery set	1 set	
61	Three way speaker with low/mid./hi with power amp for three way system	1 set	
62	Four way speaker with low/mid./hi with power amp for four way system	1 set	
63	Monitor speaker (JBL/RCF/d&b)	1 set	
64	Guitar amp cabinet	1 set	
65	Guitar amplifier (Marshal/Hartkee/Ronald)	1 set	
66	Keyboard guitar amplifier	1 set	

S.No	Items	Unit	Amount (Rs.)
67	Lead guitar amplifier	1 set	
68	Bass guitar amplifier	1 set	
69	5 Piece standard drum kit (Tama/Yamaha/Pearl)	1 set	
70	Drum kit set - Master (5 PCS)	1 set	
71	Hadeset microphone	1 set	
72	Extra speaker (1000 watt) - (JBL/BOSS/D&B)	1 set	
73	Extra speaker (1500 watt) - (JBL/BOSS/D&B)	1 set	
74	Extra microphone- (Shure/AKG/Sennheiser)	1 set	
75	Direct input box	1 set	
76	Foot/boundary line microphone - (Crown/Shure/AKG/Sennheiser)	1 set	
77	Digital display delay - (yamaha/Sennheiser/Alysis)	1 set	
78	Graphic equalizer - (D&B/BSS/DBX)	1 set	
79	Lapel microphone - two diversity (Shure/Sennheiser)	1 set	
80	Podium microphone - (Shure/Sennheiser)	1 set	
81	Cordless hand held microphone - two diversity	1 set	
82	Drumkit microphone set - (Shure/Sennheiser/AKG)	1 set	
83	Audio output box for Press	1 set	
84	Podium	1 set	
85	Laptop	1 set	
86	In Ear Monitor - Sennheiser/Shure	1 set	
<b>VIDEO PROJECTION</b>			
87	LCD Projector		
	a) 5000 Lumens	1	
	b) 10000 Lumens	1	
	c) 18000 Lumens	1	
88	Screen for Projector		
	a) 4'x6'	1	
	b) 8'x10'	1	
	c) 12'x14'	1	
	VGA Cable	1 set	
89	Switcher for Video projection	1	
90	Laptop	1	
91	DVD Player with Pen Drive compatibility	1	
92	LED Screen 3.75 mm with complete system Rate <b>per Sq Ft.</b>	Per sq. ft.	
93	LED Screen 6 mm with complete system Rate <b>per Sq Ft.</b>	Per sq. ft.	

<b>S.No</b>	<b>Items</b>	<b>Unit</b>	<b>Amount (Rs.)</b>
94	LED Screen 10 mm with complete system Rate <b>per Sq Ft.</b>	Per sq. ft.	
95	LED TV 42" with complete system	1 set	
96	LED TV 52" with complete system	1 set	
97	LED TV 63" with complete system	1 set	
98	CCTV Camera - (Complete with recording) - per camera	1 camera	
	<b>Total</b>		<b>Rs.</b>

**Signature of the Tenderer/ Bidder**

**(Stamp/Seal)**

**Address .**

**Mobile No. .**

**Please Note – Rates should be exclusive of GST**

**No payment towards Cartage, labour, transportation, operator of light and sound etc. will be paid separately.**