



नई दिल्ली नगरपालिका परिषद

## NEW DELHI MUNICIPAL COUNCIL

### TENDER

(TENDER NONDMC/EM/02/17)

TENDER FOR SELECTION OF AN AGENCY FOR ORGANISING **RAAHGIRI@CP** AT INNER CIRCLE, CONNAUGHT PLACE NEW DELHI-110001 every Sunday for two years.

1. MODE OF TENDERING: TWO-BID SYSTEM
2. EARNEST MONEY DEPOSIT (EMD): AMOUNT OF RS. 1,20,000/- (RUPEES TWENTY THOUSAND ONLY), IN FAVOUR OF SECRETARY, NDMC.
3. LAST DATE & TIME FOR SUBMISSION OF BID: 04.08.2017, 14:00 HRS
4. DATE, TIME & VENUE FOR OPENING OF TECHNICAL BID: 04.08.2017, 15:00 HRS
5. FINANCIAL BIDS OF ONLY TECHNICALLY QUALIFIED BIDDERS WILL BE OPENED AFTER EVALUATION.
6. VALIDITY OF BID: 180 DAYS FROM THE DATE OF OPENING OF FINANCIAL BID.

**GENERAL TERMS AND CONDITIONS AND INSTRUCTION TO BIDDERS**

NDMC HQ, NEW DELHI INVITES BIDS IN TWO BIDS SYSTEM FOR ORGANISING **RAAHGIRI@CP** AT INNER CIRCLE, CONNAUGHT PLACE NEW DELHI-110001 FOR TWO YEARS EVERY SUNDAY FROM INTERESTED AGENCIES WHO COMPLY WITH GENERAL TERMS AND CONDITIONS AND SCOPE OF WORK AS PER FOLLOWING:

1. The tender document can be downloaded from our website [www.ndmc.gov.in](http://www.ndmc.gov.in)

2. Tender process:

The Bid shall be submitted in Two Bid System as under:

A) **Cover-1(Technical Bid) should contain the following:**

- Earnest Money (EMD) amount of Rs.1,20,000/- (Rupees One Lakh Twenty Thousand only) in the form of Demand Draft drawn in favour of Secretary, NDMC, New Delhi payable at New Delhi along with compliance as per Annexure- III & IV.

**Annexure-IV.**

B) **Cover-2(Financial Bid) should contain the following:**

- Financial Bid as per Annexure-V. The bidder would quote the amount to be given by him to NDMC per stage for three stages PER SUNDAY to be setup by him in respect of venue for stage provided by the NDMC in Inner Circle Connaught Place. This bids for three stage can be extended to bid for six stages as per mutual understanding, the estimated bid is Rs.5,000/- per stage PER SUNDAY.

Technical Bid and Financial Bid are to be placed in two separate sealed envelopes (clearly super scribing 'Technical Bid' and 'Financial Bid' respectively) which in turn are to be placed in one bigger (Wax/Tape sealed only) cover. The bids of all the bidders whose Financial Bid is not in a separate sealed cover or the rates quoted by them find mention in their Technical Bid, shall be rejected forthwith. The Financial Bids of only those bidders shall be opened whose Technical Bids are found to be eligible as per the criterion mentioned in the tender document.

3. Each page of tender document must be numbered, signed and stamped by authorized signatory to ensure the compliance with the scope & services and general terms & conditions. No overwriting, correction and cutting is permitted.
4. Bid should be submitted with a forwarding letter on letter head of the Bidder.
5. Bid validity should be of 180 days from the specified date of opening.
6. The bidder shall submit the **presentation of plan to organize the Raahgiri@CP** in soft copy as well as hard copy to qualify in the technical bid. In order to popularize the Raahgiri event and give the wide publicity through different mediums like print, electronic and social media etc. it is important that the prospective agency have a well chalked out plan and

strategy in this regard. The same is required to be explained during the presentation.

7. This submitted plan would carry maximum of 30 Marks out of 100 in technical qualification.
8. On the basis of marking of their presentation of proposed design for Raahgiri, only the four top most technically qualified bids would be eligible for opening of financial bids. However, NDMC reserves the right to reject or accept any or all of the bids on the basis of their presentation of proposed design for financial evaluation.
9. (a) The selected bidder shall act in a transparent manner for the event and shall not in any way act in the manner that is detrimental to the interest and reputation of NDMC.  
(b) The selected bidder shall undertake to abide sincerely by all rules, regulations and laws of land for their responsibilities to manage the events and shall agree to keep itself liable and responsible for any such violation directly or indirectly related to their responsibilities for the event.
10. Consequence of Default  
In the event of any material default which results in shabby presentation or any failure on any account shall be treated as breach of faith and accordingly be liable for penal provisions as set by NDMC.
11. EMD of unsuccessful bidder shall be refunded without any interest. EMD of successful bidder will be retained till performance security deposit is made.
12. The successful bidder shall be required to deposit performance security amount (PBG) **@30 times of accepted bid value per stage** through Demand Draft/FDR/Bank Guarantee immediately (within Ten days) after receipt of letter/intimation of acceptance of the bid, for release of Order failing which the offer shall be treated as cancelled with forfeiture of EMD. BG shall be valid for a period of 2 years plus six months from the date of signing of agreement and should be in the standard format prescribed by Reserve Bank of India.  
  
The completely filled bid document, duly sealed should be addressed to "New Delhi Municipal Council (NDMC), Palika Kendra, Sansad Marg, New Delhi-110001 and should reach on or before 14:00 hrs on 04.08.2017 in tender box kept in the room of Director (Events Management), NDMC duly super scribed on the top of envelope as **"BID FOR SELECTING AN AGENCY FOR ORGANISING RAAHGIRI@CP AT INNER CIRCLE, CONNAUGHT PLACE NEW DELHI-110001"**.
13. NDMC shall not be responsible for postal or any other delays. Bids received in an envelope that is damaged /torn or merely stapled will be summarily rejected.
14. Bidders are requested to be present at the time of opening of the bids. If the date of tender opening, by any chance happens to be a holiday, the tender will be opened on the next working day at the stipulated time.

15. **Award Criteria:** The work shall be awarded to the technically qualified bidder through their presentation and quoting the highest amount in the Annexure-V. In case the highest amount thus quoted is identical in case of more than one bidder then the contract will be awarded to the bidder whose experience in conducting such event is more.

16. NDMC reserves the right to terminate the agreement at its discretion at any time without assigning any reason, thereof.

17. NDMC reserves the right to reject any or all of the bids or accept them in part or to reject lowest bid without assigning any reason there of at any stage.

18. Bidder will provide the Material, Services etc. up to the mark as per scope of works.

19. In case of theft, fire, riots, natural calamities etc. the bidder shall bear any loss or damage and the NDMC shall not be liable to pay for such losses/damages.

**20. Termination by default:**

NDMC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to bidder, terminate the Contract in whole or part:

- A) If the Bidder fails to provide services within the time period specified in the contract.
- B) If the Bidder fails to perform any other obligations under the Contract.

21. Forfeiture of EMD/Security deposit: If the successful bidder refuse/fails to accept the Work Order issued by NDMC or the work assigned are not done as per the scope, EMD/Performance Security will be forfeited.

**22. Rejection of the bid**

A) The bidder is expected to examine all instructions, formats, terms & conditions, & scope of work in the bid document. Failure to furnish complete information required as per bid document or submission of bid which is not substantially responsive to the bid document in all respect shall result in rejection of bid. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of NDMC shall be final.

B) The bidder will have to furnish the requisite documents as specified in the tender document, failing which the bid is liable to be rejected.

C) Bids without EMD will be summarily rejected

D) The bids received after specified date & time shall not be considered.

E) The bids received through Fax/ Telex/E-Mail shall not be considered.

### **Black listing**

Company/Firm black listed by Govt./PSU/Corporate organization are not eligible to Bid. If at any stage of bidding process or during the currency of contract, such information comes to knowledge of NDMC, the NDMC shall have right to reject the bid or terminate the contract, as the case may be, without any compensation to the bidder.

### **20. Arbitration**

In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a Sole Arbitrator to be appointed by Director, NDMC, Delhi. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.

If any dispute of any kind what so ever, and not resolved through arbitration, arises between NDMC and the Successful Bidder in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity, or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation then all the litigation and proceedings, if arises at any time should be subject to jurisdiction of Delhi High Court only.

### **21. Force Majeure**

If, at any time, during the continuance of the agreement, the performance in whole or in any part by either party of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, fire, floods, earth quakes, explosions, epidemics, strikes and quarantine restrictions by acts of God, (herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence there on, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such non performance nor delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.

I have read and understood all terms and condition and agreed upon.

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Signature & Seal of the Bidder

**Scope of work and other conditions-**

Raahgiri is an initiative by the NDMC supported by Delhi Police as a social, cultural & fitness event. It is great platform where various talented amateur persons and groups can show their talent and can highlight various cultural, social & fitness issues at Inner Circle, Connaught Place. This type of various activities is also being organized at stages installed on radial roads at Inner Circle, Connaught place. It is platform where both societies and its sponsors can benefit.

To conduct RAAHGIRI, Director, NDMC invites sealed tenders from reputed & financially sound agencies for the Event as per details mentioned below:-

Description	INVITING AGENCY FOR ORGANISING RAAHGIRI EVERY SUNDAY
Venue	AT INNER CIRCLE, CONNAUGHT PLACE NEW DELHI 110001
Date of event	EVERY SUNDAY FROM 06A.M. TO 09 P.M. FOR TWO YEARS
Scope of work	As per tender Document And Annexure IV

## **2. CRITERIA FOR EVALUATION**

Technical bid evaluation will be done on the scale of 1 to 100 points. The Bidders qualifying Technical Evaluation Criteria with **70%** or more as per the following table will be considered as technically responsive bid and shall be considered for the opening of Price/Financial bid.

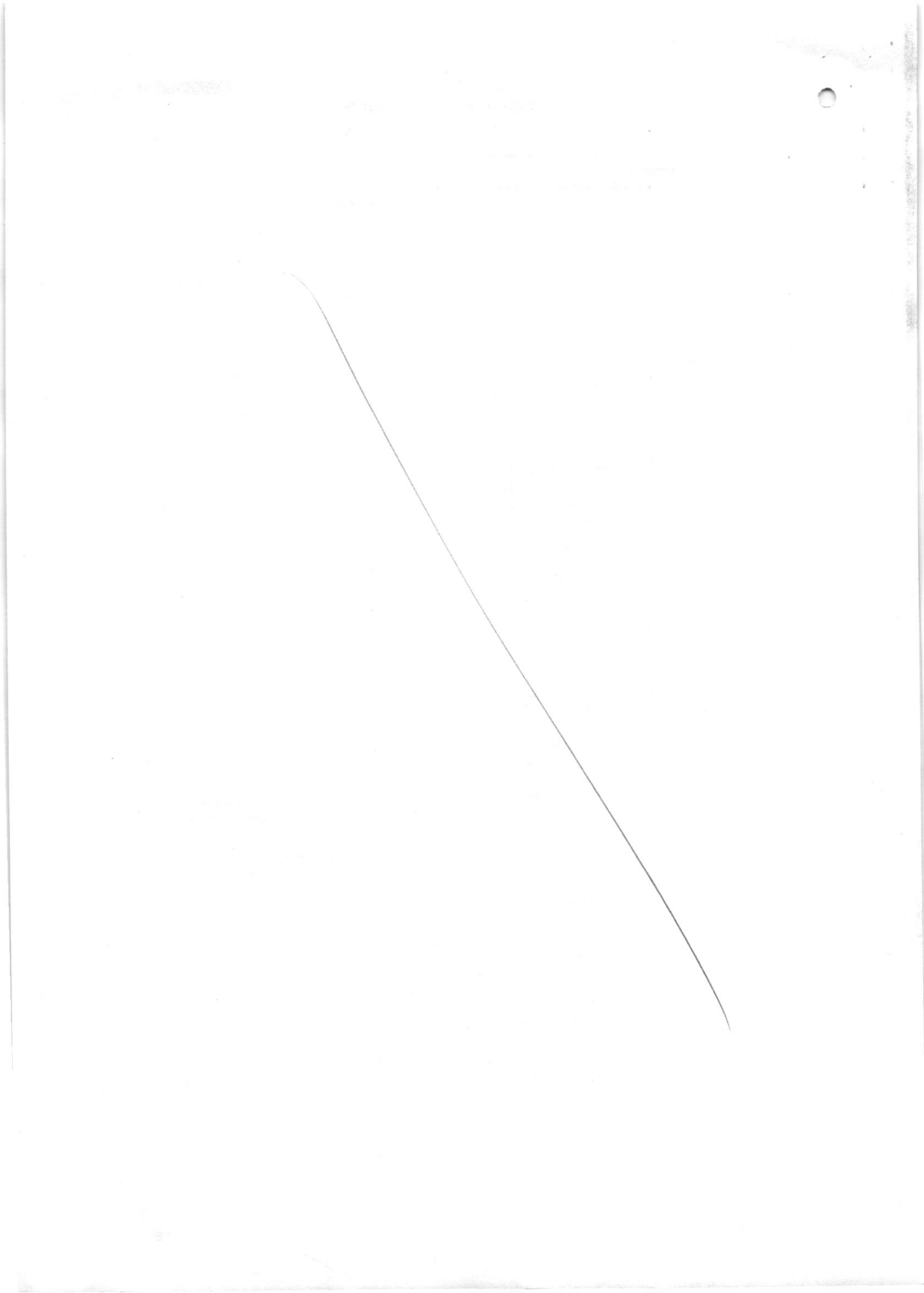
<b>Criteria</b>	<b>Marks</b>
<b>Average Annual turnover for last three years ending 2016-17</b>	<b>Maximum Marks 20</b>
(i) For Turnover of Rs. 64 Lakhs and above	<b>20</b>
(ii) For Turnover of Rs. 34 Lakhs and above	<b>15</b>
<b>Similar Work Experience</b>	<b>Maximum Marks 30</b>
(i) Experience in organizing events of state/central govt./PSUs/autonomous bodies of at least 2 years	<b>21</b>
(ii) Experience in organizing events of state/central govt./PSUs/autonomous bodies of at least 3 years	<b>30</b>
<b>Media Agency or Valid Agreement with Media firms</b>	<b>20</b>
<b>Presentation of plan to organize the Raahgiri@CP</b>	<b>Maximum Marks 30</b>
<b>Total Technical Capacity Score</b>	<b>100 MARKS</b>





**TECHNICAL COMPLIANCE****Essential Compliance Conditions for Bidder's**

Sl. no.	Basic requirement	Specific requirement	Document required
1	Applicant Entity	Legal entities duly registered under the Companies Act 1956/2013.	The following documents, whichever is applicable: a) Certificates of incorporation in case of Legal entity under Companies Act, 1956 / 2013; b) Registration Certificates;
2	Experience	The bidder should have experience of at least 2 year in organizing events of State/Central Govt. /PSUs/Autonomous Bodies.	The Applicant must provide the necessary information relating to Technical Capacity with valid proof/copies of work order & bills of completion certificate.
3	Media Experience	Agency should be involved in the field of print, digital media or has a valid agreement with media firms.	Copy of relevant documents.
4	Turnover	The Applicant shall have an average annual turnover of at least <b>INR 34 Lakh</b> in last <b>3 Financial Year</b> (2014-15, 2015-16, 2016-17) from organizing govt. events	Audited financial statements for the last three financial years (FY 2014-15, 2015-16 and 2016-17). In case the financial statement is not audited then the same will be duly certified by the Chartered Accountant as per format (page No.10).
5	Registration under Tax Labor Laws Electrical Laws, etc.	The Applicant should have a registered number of: 1. Delhi VAT/Sales Tax where his business is located; 2. Service Tax/GST; 3. Income Tax PAN; 4. ESI & EPF registration as per Labor Laws.	Copies of relevant(s) Certificates of Registration. In case the Applicant does not have Delhi VAT, Service Tax/GST, ESI & EPF registration than the Applicant has to provide the undertaking that he will get these registrations within 30 days from the date of signing of Agreement for this work or the prevalent tax regime.
6	No Barring Certificate	Any entity which has been barred, by the Central Government/ any State Government/ NDMC, or any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application.	Undertaking by the authorized signatory as well as all member of consortium in self-certified format.
7	Net Worth	The applicant should have positive net worth	The applicant must establish net worth with documents (page No.11)



**Bidder's Information (Mandatory):**

S. No.	Particulars	Description /Details	Reference Documents	Page No.
1	Name of Bidder			
2	Contact Details			
	a) Address			
	b) Telephone			
	c) Fax			
	d) E-mail			
	e)Website(If any)			
3	Incorporation Details		Certified copy of Incorporation under Indian Companies Act1956/Any reference document in case of proprietary firm	
	a) Incorporation No.			
	b) Date of Incorporation			
4	Client List (Attach separate sheet if required)			
5	Name of the Authorized Signatory		Authorization letter to be enclosed	
	a) Position/Designation			
	b) Telephone			
	c) Fax			
	d) Mobile			
	e) E-mail			
6	Additional Information if any			
7	Total Experience of bidder in the field			

Place: Date :

I certify that all the essential technical compliance conditions are complied by us.

\_\_\_\_\_  
Signature & Seal of the Bidder

ANNUAL TURNOVER  
(Each Bidder must fill in this form)

Annual Turnover data for the last 3 financial years (2014-15, 2015-16, 2016-17):

Sl. No.	Year	Annual Turnover(in Rs./-)		Documentary Evidence PgNo.
		In Figures	In Words	
1				
2				
3				

1. The information supplied should be the Annual Turnover of the bidder
2. The annual turnover figures quoted by the bidder must be supported by CA certified audited balance sheet, P&L account and auditor's report for the years mentioned.

Place:  
Designation:  
Date:

Name:



Net-Worth data for the last 3 financial years (2014-15,2015-16,2016-2017):

Sl. No.	Year	Net Worth (in Rs./-)		Documentary Evidence Pg. No.
		In Figures	In Words	
1				
2				
3				

1. The information supplied should be the Net Worth of the bidder.
2. The annual figures quoted by the bidder must be supported by CA certified audited balance sheet, P&L account and auditor's report for the years mentioned

Place:

Designation:

Date:

Name:

**Schedule of Requirement (To be met by all the bidders):**

1. The bidder would install three stages, one each at any three radial roads EVERY SUNDAY in Inner Circle, Connaught Place, New Delhi
2. Various **cultural, social, music, sports and other fitness activities** will be organized at these stages and associated parking areas and at Inner Circle, C.P.
3. The stage size would be 20'x20'(upto 400sq.ft.)
4. Bidder would bear the cost of setting stage and organizing activities.
5. Electricity, Transportation, Loading, Unloading of material would be managed by bidder and his responsibility.
6. Event would be promoted by the bidder in different mediums of the Media.
7. To monetize its cost, bidder could bring sponsors **who would be approved by NDMC**. The bidder could setup a backdrop of size 20'x10' at the backdrop of the stage and 12 other creative collaterals like banners, standees, etc. of size 6'x3' or 6'x4' per stage.
8. Bidder would dismantled/remove all material from 9:00AM to 10:00AM i.e. shortly after the event
9. **Each advertising/ promotional /sponsor material/Backdrop would carry the logos of NDMC, Delhi Police, Raahgiri@CP along with sponsors.**
10. There would be **no ticketed event** and the **Raahgiri@CP would be accessed free** by general public.
11. Stage activities, artist's lineup, amateur artist shows would be coordinated by NDMC and bidder. Permissions to various NGOs' & organization to showcase their activities will be given by NDMC.
12. To increase footfall and visibility of event, the bidder may rope in celebrity artist to perform in Raahgiri@CP.
13. Security and other necessary permissions would be coordinated by NDMC.
14. Various activities / events at Inner Circle, Connaught Place, during the Raahgiri hour's i.e.6A.M. to 9A.M. would be permitted through Raahgiri.
15. Raahgiri may remain suspended for a week or some weeks due to harsh winter, Security issues, non-availability of Delhi Police or some other reasons.
16. Diversion/barricading at outer circle will be coordinated by bidder along with NDMC guards & Delhi Police.

**Other Conditions:**

- The bidder shall visit the venue and understand the exact requirements before submission of bids. The bidder has to submit plan based on the requirements as above.
- Proper Earthing and precautions should be taken to ensure safety, good quality cables from Generator set to the stage be provided.
- Transportation of materials, boarding & lodging, travel expenses of manpower deployed to carry out the work has to be borne by the bidder.

I certify that all the schedule of requirement is complied by us.

\_\_\_\_\_  
Signature & Seal of the Bidder



**FINANCIAL BID**

FORMAT FOR PROVIDING FINANCIAL QUOTES TOWARDS PROVIDING THE COMPLETE SERVICES BY THE AGENCY FOR ORGANISING RAAHGIRI@CP AT INNER CIRCLE, CONNAUGHT PLACE NEW DELHI-110001

(Amount in INR)

S. No	Particulars	Unit	Amount in figures	Amount in words
1	2	3	4	5
1	Amount to be given by the bidder to NDMC along with work ( <b>Annexure-IV</b> ) in lieu of venue provided by the NDMC	Per stage at the venue per Sunday		

**Note:-**

1. Amount quoted above should be exclusive of any taxes.
2. Taxes shall be paid extra as applicable.
3. The bid having any mismatch value wise between amounts quoted in figures (Column-4) and in words (column-5) is liable to be rejected.
4. Only the amount per stage is to be quoted in the financial bid. Any financial bid having any kind of Note/Condition will be rejected.
5. The amount payable to NDMC by the bidder would be paid on monthly basis before the last date of the following month.
6. Failure to pay the quoted amount as per Clauses of this Tender on time will attract an interest of 15% per annum compounded quarterly on the entire amount of unpaid Concession Fee payable for the entire period starting from the date on which such payment was due till the date of actual payment. In case of non-payment of Concession fee for a period of three subsequent months, NDMC will Ancash the Performance Bank Guarantee.

I certify that all the terms and conditions of the tender documents are acceptable to us.

Date:

Place:

\_\_\_\_\_  
Signature & Seal of the Bidder

**Annexure-VI**

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THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

PHYSICS 309

NAME

NO.

DATE

SECTION

PROFESSOR

TA

LABORATORY

ASSISTANT

PHYSICS 309



**BANK GUARANTEE FORMAT**  
(On Rs. 100/- non- judicial stamp paper)

1. In consideration of the New Delhi Municipal Council, Palika Kendra, Sansad Marg, New Delhi - 110001, (hereinafter called 'the council') having agreed to exempt **M/s Firm name with address** (hereinafter called the said 'Contractor(s)') from the demand, under the terms and conditions of work order No. \_\_\_\_\_ Dated \_\_\_\_\_ made between New Delhi Municipal Council and **M/s Firm name** for the **Name of work** (hereinafter called 'the said Agreement') of security deposit for the due fulfillment by the said Contractor(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Contractor(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) on demand by Council.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Council stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
3. We undertake to pay to the Council any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Council under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee, or till 66 months from the date of execution of agreement whichever is earlier.
5. We, Bank name with address, further agree with the Council that the Council shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Council against the said Contractor(s) / Suppliers and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) / Suppliers or for any forbearance, act or omission on the part of the Council or any indulgence be the Council to the said Contractor(s) / Suppliers or by any such matter or thing

whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s).
7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the Council in writing.
8. This Guarantee shall be valid up to \_\_\_\_\_ unless extended on demand to be made by the Council. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.
9. The BG shall be extended in case the NDMC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.
10. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing which, NDMC reserves the rights to terminate the contract, and forfeit the BG.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_

For \_\_\_\_\_  
(Indicate name of Bank )

Format prescribed by Reserve Bank of India.