

**INSTITUTE FOR DEFENCE STUDIES AND ANALYSES**  
**NO 1 DEVELOPMENT ENCLAVE, RAO TULA RAM MARG, NEW DELHI –110010**

FILE No. : IDSA/01/Tent/2019

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**(TERMS AND CONDITIONS)**

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1. The rates quoted per item should include the cost of labor, required accessories and statutory component.
2. The bidder should have at least 3 year's experience of supplying and furnishing tents, trussing along with suitable lighting, fan and other supplying with Semi-Govt/ Govt organizations/autonomous bodies/PSUs etc. The Private sector experience should also be credible and verifiable.
3. Each bidder shall submit only quote only, either by himself or as a partner in joint venture, or as a member of consortium. If a bidder or any of the partners in a joint venture, or any one member of the consortium participates in more than one bid, the bids are liable to be rejected.
4. While submitting your proposals, you shall deposit **Earnest Money Deposit (EMD) of Rs. 35000/- (Rupees Thirty Five Thousand Only)** by demand draft/ PO favoring **"Institute for Defence Studies and Analyses"**, payable at New Delhi. No other mode of remittance shall be accepted. The bidders found without EMD are liable for outright rejection.
5. The EMD of unsuccessful bidders shall be returned within 30 days of opening of the quotations or issue of work order whichever is earlier. EMD shall be refunded without any interest. In case of successful bidder, the EMD would be adjusted against the security deposit and balance shall be deposited by way of demand draft within 7 days of issue of the work order, or before the work is started. In case the differential amount for Security Deposit is not deposited by the selected bidder within 7 days as stipulated, the EMD already deposited shall be forfeited forthwith without any correspondence and the work shall be considered for allotment to other bidders on the panel.
6. The above security deposit shall be retained during period of currency of the work order and shall be refunded without any interest, in case no claim is pending from the Institute side. It may be noted that Institute shall keep the Security Deposit for TRUE Diligent and faithful performance of the terms and conditions and shall be liable to be forfeited in the event of contravention of the terms of the quotation document/work order.

7. GST Registration - True copy of GST Certificate is mandatory and should be submitted duly self-certified and stamped by authorized representative.
8. Permanent Account Number (PAN) is mandatory and should be submitted duly self-certified and stamped by authorized representative.
9. The vendors shall ensure timely availability of all items during the event and shall take instructions directly from the designated officials in respect of the operational activities.
10. The selected vendor will not accept any directions or instructions either verbal or written from any staff member of the Institute unless the same are issued by the authorized official in regard to the work assigned to the event.
11. The selected vendor shall submit their bills within 10 days after the event. The bill will be processed for release of payment, if found correct and in order in all respect.
12. The selected vendor will be fully responsible for the safety and security of his staff deployed for work in the IDSA complex and IDSA will not be responsible in any way for any accident/injury or any other damage arising out of or occurring during the course of the performance of his workers under the terms of this agreement in the premises of the Institute. If required, under any statute, he will take the necessary insurance coverage of his employees in the Institute's complex.
- 13. The selected vendor will be fully responsible for the transportation and safety and security of all items for work at IDSA. IDSA will not be responsible in any way or even remotely during any eventuality that occurs or happens during transportation of the items including legal matters.**
14. The firm should not be blacklisted in any manner from any Semi-Govt/ Govt. Department. A declaration should be attached with the technical bid.
15. The Institute reserves the right to have a panel made out of the tenders and in case the agency selected fails to do the job successfully or leaves the job in middle of the contract period, or decline to accept the award due to some reasons the next agency will be offered the job. However, the validity of the panel will be for the period of the award of contract to the first panelist and in case the second in the panel is offered the job the time spent for this will be the remaining period of the first awardee of the contract. In case the successful bidder declines to accept the award or to provide the tent services. The EMD made by him shall be forfeited and may also be black listed.
16. In case of any dispute, the matter will be referred to sole arbitratorship of the Director General, IDSA or his nominee and his decision will be final and binding for both the parties.

17. The selected vendor will also be fully responsible for the damage, if any, caused to any of the assets, property records of the Institute by their worker while on duty or otherwise in the Institute. The Security staff of the Institute will be authorized to search your employees at the time of their leaving the premises of the Institute after performing their duties. The vendor shall indemnify the Institute for any loss/misappropriation by its staff while on duty and failure in this regard could result in filing of CIVIL/CRIMINAL proceedings against the vendor apart from cancellation of the contract.

18. The contractor shall not assign or sublet the work/job to any other person or party. If it is noticed by IDSA officials, that the contractor to whom work has been awarded, sublets the work to other contractor/ party including those person or persons who participated in the bidding process, then penalty of up to 25% on total bill shall be imposed and the contract will be cancelled with immediate effect. Apart from above, such contractor can also be blacklisted from future tendering at the IDSA. However, the decision of IDSA will be final and binding on all matters concerned.

19. Institute also reserves the absolute right to alter/modify the scope of work, terms and conditions.

**20. Rates Quoted will remain firm throughout the contract period irrespective of any change of any kind. If Contractor fails to fulfill the obligation under the contract, then security deposit will be forfeited and the contract will be cancelled, also the firm will be blacklisted.**

**21. If no amount is mentioned against any item/ column then its value shall be considered as ZERO, the selected bidder has to provide and supply that item/ facility free of cost.**

22. Contractor will only use new/equivalent to new condition cloths and all furnishing items during the event. IDSA may require certain theme based furnishing for any particular event. No additional payment will be made for this purpose.

23. It may be kindly noted that events organized by the IDSA are of high standard and bidders should quote the amount considering the fact that no sub-standard items will be permitted.

**24. If the performance of the firm is found poor and despite instructions & warnings, the firm fails to improve the same for any reason whatsoever, IDSA shall force to impose a suitable penalty as decided by the competent authority and the contract shall be terminated with immediately effect without any notice and the decision of IDSA will be final and binding in all matters concerned.**

**25. If a contractor disobeys the given orders and rules made by the IDSA committee or authorized official and repeatedly commits the same mistake then the contract shall be terminated immediately without any notice. Further, the**

**vendor shall be blacklisted by the institute. However, the decision of IDSA will be final and binding in all concerned.**

26. Diesel / any consumables used for DG set will be borne by the vendor. One DG operator / Electrician will be present throughout the event.

27. The contractor should maintain decorum of the Institute. The workman engaged should wear neat & clean uniform with name badge on their shoulder.

28. If any requirement arise other than the quoted items, the contractor has to arrange the items with prior approval of IDSA. In such cases, the rates will be decided as per market norms. Decision of the authorized official in this regard will be final and binding.

**29. IDSA is not responsible for any damage, miss happening during transportation of above items. Rates quoted should be inclusive of transportation cost and any other charges.**

30. The Contractor is solely responsible for security of all his items and belongings within IDSA premises. IDSA holds no responsibility for theft, damage and security of Contractors items & belongings during or after the event. No claims will be entertained in this regard.

31. IDSA reserves the right to reject any items found below standard. In such cases, the contractor has to replace those items and no additional payment will be made on any account in this matter.

32. In music system, the cost of latest CDs / DVD/ Pen drive with other sound equipments being provided will be borne by the contractor and the music/ theme should match the requirement of the event.

33. Clarification may be taken by the vendor with regard to tender document up to submitting the Quotation. No letters will be entertained after opening of the bids. Firms who communicate after opening of the bids will be rejected and will be blacklisted for future tenders also.

34. All the furnishing to be used in any event should be neat & clean and on presentable status. If any substandard furnishing item noticed, contractor has to be replaced it immediately, failing which attracts penalty of **Rs 2000/-** on each occasion.

35. TDS and GST shall be deducted as per the govt. rules before making the payment.

**36. Period of tender contract is for 2 years from the date of order, extendable on mutual consent, based upon on the performance of the firm on same rates, terms & conditions.**

37. **Termination of Contract:** The contract can be terminated by giving 3 months' notice in writing by either of parties. However, if the firm could not sustain or maintain the contract without a valid reason, the performance security submitted by the firm shall be forfeited and the firm may also be black listed.

38. The following methodology shall be adopted for selection of Lowest bidders:

- i. The L1 bidder will be selected in sum of all items mentioned in the financial bid. However, IDSA reserves the absolute right to negotiate with the firm if it feels that the rates of certain items are exaggerated.
- ii. If L1 bidder does not agree to negotiate, IDSA reserves the right to split the tender or may cancel the bids & may call fresh tenders.



Aparna Krishna  
Manager, C & O,  
IDSA