GOVERNMENT OF NCT OF DELHI OFFICE OF THE DISTRICT MAGISTRATE: NORTH G.T. KARNAL ROAD, ALIPUR, DELHI-110036

F.2(82)/CTB/DM-N/2023-24/090758542/119

Dated: 06/1/2024

LIMITEDTENDERNOTICE

Sub: Limited Tender Enquiry- for hiring of Service of Community Kitchen for URS Transit Camp 2024.

(Note: The envelope containing the tender as well as subsequent communications should be addressed and delivered to "The District Magistrate (North), Office of the District Magistrate (North), G.T. Karnal Road, Alipur, Delhi-110036.All communications must be addressed to the officer named above by title only and not by name.)

To,

SDM (CTB), Office of the District Magistrate (North), G.T. Karnal Road, Alipur, Delhi-110036.

Sir(s),

Sealed tenders are invited by post/per bearer from the Registered Vendors with Delhi Government as per categories/specifications and/or quantities detailed in the Schedules/ Specifications/Price Bid (Annexure-II) attached. The "Tender Documents" comprising:-

- 1. Annexure-I (Technical Bid qualification criteria)
- 2. Annexure-II (Financial Bid)
- 3. Annexure-III (Undertaking)

If you are in a position to quote for the contract in accordance with the requirements stated in the attached schedule as per the terms and conditions stated, please submit your quotation to this

The tender documents are attached herewith.

Tenderer are requested that, before quoting their rates or sending tender, the tender forms may please be read out thoroughly (line by line) so as to have a clear knowledge of the requirement contained therein, otherwise purchaser will not be held responsible for any error/oversight of his own and the penalties shall be levied for not complying with the requirements stated herein or supply of the required item/services.

The duly filled in tender application (Annexure III) along with duly signed on each page of tender forms (Annexure I, II) & EMD shall be submitted in envelop meant for Technical bid Whereas the dully filled in Price bid i.e. Annexure II shall be submitted in envelop meant for Price bid. For details pl. see General terms & condition.

TENDER SCHEDULE

| Issue of Tender Documents (Dr. E. M. 1/D. | |
|---|--|
| Least 1 (See Least Bocuments (By E-Mail/Post) | 06.01.2024 |
| Last date of submission of duly filled in tender form | 08.01.2024 at 4:00p.m. |
| Date of Opening of Bid | at 1.00p.iii. |
| | 08.01.2024 at 5:00p.m. |
| | Rs.36,000/- |
| Security Deposit | 5% of the Bid Value |
| | Issue of Tender Documents (By E-Mail/Post) Last date of submission of duly filled in tender form Date of Opening of Bid Earnest Money Deposit Security Deposit |

GOVERNMENT OF NCT OF DELHI OFFICE OF THE DISTRICT MAGISTRATE: NORTH G.T. KARNAL ROAD, ALIPUR, DELHI-110036

F.2(82)/CTB/DM-N/2023-24/090758542/1198

Dated: 06/1/2024

GENERAL TERMS AND CONDITIONS

- 1. Scope of work: for hiring of services of Community Kitchen for URS Transit Camp 2024 from 09.01.2024 to 24.01.2024 (16 days)
- 2. Tentative Cost: Rs. 18.00 Lakh (Rupees Eighteen Lakh Only)
- 3. Schedule of tender:

| 1. | Issue of Tender Document (By E-Mail/Post) | 06.01.2024 | | |
|----|---|------------------------|--|--|
| 2. | Last date of submission of duly filled in tender form | 08.01.2024 at 4:00p.m. | | |
| 3 | Date of Opening of Bid | 08.01.2024 at 5:00p.m. | | |
| 4. | Earnest Money Deposit | Rs.36,000/- | | |
| 5. | Security Deposit | 5% of the Bid Value | | |

- 4. Tender is available on the official website of the District Magistrate (North) office i.e., https://dmnorth.delhi.gov.in
- 1. Instructions to Tender:
- A. Submission of Bid

The bidders are requested to:-

- i. Submit the bids in two parts:
- a) Part I will cover Technical Bid and
- b.) Part II will cover Financial Bid
- ii. Enclose the duly signed tender documents.
- iii. Enclose the duly filled in financial bid.
- iv. Put all the documents as stated above in a big envelope and superscribe with "Limited Tender Enquiry- for hiring of services of Community Kitchen for URS Transit Camp 2024" on the top of the envelope. This envelope shall be deposited in the tender box earmarked for the purpose in the Office of the District Magistrate (North) on or before the last date as specified in the schedule of the tender documents.
- v. Interested bidder may quote the rate for "Limited Tender Enquiry- for hiring of services of Community Kitchen for URS Transit Camp 2024". The supplier will be selected based on the lowest total quote by them category wise.
- vi. Tender must reach this office not later than the time and date notified in the tender form stated in the schedule of tender. In the event of tender received after scheduled date and time, the tender will not allowed in bidding and it will be rejected summarily.
- B. All entries in the Tender form shall be legible and filled clearly. Any overwriting or cutting, which is unavoidable, shall be signed by the authorized signatory.
- C. Tender incomplete in any form will be rejected outrightly. Conditional Tenders will be rejected outrightly.
- D. No Tenderer will be allowed to withdraw the Bid after submission of the tenders within the bid validity period; otherwise the EMD submitted by the tendering firm would stand forfeited.





- E. Each page of the Tender document shall be signed and stamped by authorized representative of Tenderer in token of acceptance of the terms and conditions laid under the Tender Document.
- F. The financial bid & technical bid received without the signature of authorized person will not be entertained and will be rejected summarily.
- G. The rates quoted in financial bid shall be in Indian currency and as per details furnished in Financial bid i.e. Annex-II.
- H. *Opening of Bid*:- The Tender will be opened at 4.00 PM on 01.01.2024 in the presence of such tenderers or their authorized representatives who may choose to be present at the time of opening of technical bid.
- I. Selection of Eligible Tenderer: The selection of successful bidder shall be made on the lowest rate offered by the bidder keeping in the view of terms & conditions and specification laid under tender document.
- J. Rights of Acceptance/Rejection:- The District Magistrate (North) reserves the right to reject all or any tender in whole, or in part, without assigning any reason thereof.
- K. *Validity of tender*: The rate quoted in the financial bid shall be valid for URS Transit Camp 2024 only from the date of opening of the tender.
- L. Acceptance of Bid:- The successful bidder shall give its acceptance within 01 day & shall deposit performance security within 02 days from award of work order and required to enter into an agreement with the District Magistrate (North). In case, if successful bidder fails to give acceptance or deposit performance security deposit or enter into agreement within stipulated time, the award of contract will be deemed to be cancelled and EMD amount will be forfeited.

2. THIS TENDER DOCUMENT IS NON-TRANSFEREABLE.

SPECIAL TERMS AND CONDITIONS

3. EARNEST MONEY DEPOSIT:

- a). The tenderer shall furnish, as part of its Bid, an EMD to the tune of Rs.43,000/- (Rupees Forty Thousand Only) (@ 2% of estimated bid value) in the form of Fixed Deposit Receipt/Demand Draft/Bankers Cheque from a commercial bank in favour of DC North. The scanned copy of instrument of EMD must be enclosed along with the Bid and Original instrument must be submitted in the Office of the DC North before opening of Technical Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b). Any firm registered with NSIC/MSME is exempted from submission of EMD, as per Rule 170 of GFR i.e. "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises(MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department". Submission of documentary proof in this regard is mandatory at the time of depositing EMD as per tender schedule, besides uploading with the tender, as per GFR. Bids without EMD/



proof of registration with NSIC/MSME shall be rejected out-rightly.

- c). Any Bid not submitted in accordance with above shall be treated as non-responsive and shall be rejected.
- d). Unsuccessful Bidder's EMD will be returned within 30 days after award of the tender.
- e). No interest will be paid on the Earnest Money Deposit.
- f). The Successful Bidder's Bid EMD will be refunded once the successful Bidder deposits the Performance Bank Guarantee on award of work.
- g). The EMD may be forfeited, If Bidder:
- i). withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form.
- ii) modifies its Bid price during the period of Bid validity specified by the Bidder on the form.
- iii) In case of a Successful Bidder, if the Bidder fails to sign the Agreement

4. PERFORMANCE SECURITY DEPOSIT:

- a) On receipt of the Letter of Acceptance from the Department, the successful bidder shall remit a Performance Security Deposit (PSD) @ 5% of the accepted Bid Value within 07 (Seven) working days from the date of receipt of letter of acceptance in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque from any of the Commercial Banks, in favour of **DC North** with a validity period of 60 days beyond the date of end of contract.
- b) Security Deposit amount remitted will not earn any interest.
- c) Upon complete fulfillment of contract by the successful bidder, to the satisfaction of the department, the performance security deposit furnished by the bidder will be released after recovery of dues, if any.
- d) In case of any default on the part of successful bidder/non satisfactory performance, performance security shall be liable to be forfeited.
- e) On furnishing willingness to work on L1 rates for remaining sites, other technically qualified willing bidders (Max. 2) shall submit Security Deposit (PSD) in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque from any of the Commercial Banks, in favour of **DC North** with a validity period of 60 days beyond the date of end of contract. The amount and other conditions of PSD shall be communicated to them while calling for their willingness.

5. <u>DELIVERY TERMS</u>:

a. *Time and date of delivery*: The essence of contract:- The time for and the date of of execution of work as stipulated in the schedule shall be deemed to be the essence of contract and delivery/execution must be completed not later than the date(s) specified.



The delivery of the services/execution of work/providing the services etc. are required within a period as specified in the tender document.

- b. The tenderer shall execute the work at the destination/space defined to the consignee/authority in good order (of which the District Magistrate, North shall be the sole judge) within the limits of the time as deemed reasonable and specify in such quantities/qualities as may be ordered by him.
- c. When a work order is placed to the successful tenderer, he shall have to acknowledge the receipt of the said order within 01 (one) day of the issue.
- d. In case this office does not receive supply of the above item(s), by due or extended date of delivery, the above stated order will stand CANCELLED, unless extension is sought for and granted by the competent authority for the late supply.

6. PAYMENT TERMS:

- (a) No advance payment shall be made to the successful bidder for any work.
- (b) Efforts will be made for final payments within 45 days from the date of submission of bills. The bills should be supported by duly verified challans, copy of work orders and other supporting documents as prescribed by the Department along with the work order. These documents must be duly verified by the Authorized Officers as the case may be.
- (c) In case any item is rejected by the Authorised 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The department will not be responsible for any loss or damage of any item supplied duetoanyreasonwhatsoever.Responsibilityofsecurity&upkeepofequipmentatthe venue will be of the Service Provider/vendor.
- (i) It shall also be the responsibility of the contractor to submit the bills in triplicate along with the photography and videography for payment within period of forty five days after the function/event is over, there-after no such claim for payment shall be entertained by the department. Approved contractor must also submit the photographs/video recordings of all



sites of the event duly attested with date and time along with bills simultaneously. No payment in respect of photographs/video recordings will be made by the department. No bills will be accepted without copy of written work order of the department in any case. The report of the Designated Officers in respect of verification will be treated as final for payments.

7. OTHER TERMS:

- a). Conditional Bid in any form will not be accepted.
- b). Conditions of this tender are subject to provisions of GFR, CVC, Procurement Manual issued by Finance Ministry, GoI and GNCTD guidelines and other statutory financial guidelines issued by the Competent Authority from time to time.
- c). The department reserves the right to relax or waive or amend or modify or revise any terms/conditions of the tender at any time.
- d). The right of final acceptance of the tender is entirely vested with the Department and the department reserves the right to accept or reject any or all the bidder in part or in totality or to negotiate with any or all the bidders or to withdraw /cancel/ modify this tender without assigning any reason whatsoever.
- e). The successful bidder shall not offload either full or part of the work to other bidder.
- f). 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.
- g). Any notice regarding any problem, to the bidder shall deemed to be sufficiently served, if given in writing at his usual or last known place of business or through email.
- h). In the course of discussion and instruction, the department may disclose information of confidential and proprietary nature relating to its business model, subscribers, etc. to the bidder. Such information shall be considered confidential.
- i). 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 and should have valid certificate for registration of ESI & EPF.
- j). It will be the responsibility of the successful contractor to comply with all the statutory requirements pertaining to installation of service of Community Kitchen 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 if any imposed on the department will be recovered from him.
- k). All the service of Community Kitchen items etc. should be of good quality and clean.
- 1). No additional payment for mains and sub-mains points and cable charges will be made to the contractor.



- m). Items may be required at short notice and at any place across Delhi and therefore the successful bidder is supposed to have enough stock of items at its disposal at any point of time.
- n). 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.
- o). 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.
- p). The Contractor will have to give compulsory discount if the number of days for any event exceeds 2 days, @ 1% per day with the maximum ceiling of 40% discount. For example, for 10 days event discount applicable will be 8%.
- q). 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.
- r). The contractor shall not install any items more than the prescribed limit without obtaining prior approval in written from the Competent Authority. Further, if the contractor installs additional quantities without obtaining prior approval of the Competent Authority, the extra quantities will not be considered in any case and no payment for the extra quantity will be given to the contractor. Further, such bills will not be accepted.
- s). 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.



8. <u>DISPUTE REDRESSAL MECHANISM:</u>

- a) All the disputes, differences, controversies / differences of opinions, breaches and violation ("Dispute") arising out of, or in relation to the Agreement between parties shall be resolved by mutual discussions / reconciliations in good faith.
- b) At the first instance, the matter has to be taken into Coordination Committee, to be constituted by the Department, for resolving the same within 15 days.
- c) If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement is not resolved through processes defined above, 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 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.
- d) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- e) The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- f) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties unless the award otherwise provides.
- g) Place of Arbitration The place of arbitration shall be Delhi.
- h) 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.
- i) 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.
- j) 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.



9. INSPECTION/INSTALLATION OF ITEMS:

Supplies shall be accepted and work shall be certified as completed subject to satisfactory and complete installation (up to full potentials claimed for that respective service) items supplied including supply of all accessories, and certified by the assigned officer, and subsequent inspection by concerned Nodal Officer or his assigned representative. Any defect found in the materials/items supplied/work done will render the supplies/work open to rejection and decision of the District Magistrate (North), shall be final and legally binding. The tenderers shall have to take the same (rejected store) back at their own cost and risk, and shall replace such rejections with the items of standard specifications/ quality as acceptable to the Hospital Authority. Alternatively, the stores may be purchased from others/work may be executed through others, at the risks and costs of the tenderer, at the discretion of the authority.

10. REJECTION:

- (a) Upon successful completion of the entire contract, Security Deposit will be released. When no labour complaints is received or Labour Clearance Certificate (LCC) is submitted by Contractor.
- (b) The department also reserves the right to recover any dues from the bidder, which is found on later date, during audit/excess payment, after final settlement is made to them. The bidder is liable to pay such dues to the department immediately on demand, without raising any dispute/protest.
- (c) The department reserves the right to terminate the contract at any time on account of non-fulfillment of contract or any of the reasons.
- (d) In case of any material breach or default in the performance of any obligation under the contract, the department may terminate the contract by giving one month's notice in writing to the vendor(s).
- (e) During the currency of the period of rate contract, if the vendor wishes to terminate the contract or wants to leave the contract, he has to give at least three months' notice in advance failing which his Security Deposit will be forfeited and he will not be allowed to participate in next tendering.

11. Penalty:

- (a) In case the vendor(s) fails to comply with the order immediately even at a short notice, the department will be at a liberty to have the work executed from other parties and the additional expenditure incurred, if any, on this account shall be recovered from the defaulting vendor(s). Therefore, all liabilities (in full or part) arising out of non compliance of the order after acceptance of the terms and conditions shall be of the vendors(s).
- (b)In case at any stage, if it is found that the work executed by the vendor(s) wasnot satisfactory/ non-compliance of any other conditions, then penalty as decided by department will be imposed subject to the maximum of twice the value of that particular Work Order and minimum of Rs.5,000/- per day.

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- (c) Decision of the department in (a) and (b) above shall be final and binding on the successful bidder.
- (d) In case at any stage, if it is found that the bidder has furnished any wrong information with malafide intention to succeed in the bid, suitable legal action, as deemed fit by the Department, shall be taken against the bidder.

Specifications for Community Kitchen

| Product Name | Community Kitchen | | |
|---------------------|--|--|--|
| Items with quantity | Gas Stoves – 160 units (with two burners) LPG Cylinders - to provide 24x7 LPG supply to 160 units | | |
| | 3. Regulators – sufficient for 160 units4. Lighters - sufficient 160 units | | |
| Installation | Complete pipelines from separate place of LPG cylinders to Community Kitchen where Gas Stoves are to be installed. | | |
| Specifications | Gas Stoves having two burners/connections. The community kitchen should be well equipped with fire safety features. | | |

| C No | TECHNICAL BID QUALI | FICATION CRITERIA |
|----------|---|--|
| S. No. | Conditions | Documentary Evidence (Self attested) |
| 1 | The bidder should be a Compan | y Copy of Certificate of Registration/ |
| | registered under Indian Companies Act | t. Incorporation |
| | 1956 or a Sole Proprietor/ Partnershi | p |
| | Firm registered under Indian Partnership | p |
| | Act, 1932 or Limited Liability | y |
| | Partnership Firm under Limited Liability | y |
| 2 | Partnership Firm Act 2008. | |
| 2 | The Bidder should have minimum | Copy of the audited Balance Sheet and |
| | average annual turnover of Rs. 5.40 | Profit & Loss Statement of the |
| | Lakhs (@ 30% of bid value) from | and Certificate from the Cl |
| | service of Community Kitchen and | Accountant clearly stating the trum |
| | related work over any 03 financial years | stating the turnover. |
| | during last 05 financial years. | |
| 3 | The Bidder should have positive net | Certificate from the Chartered |
| | worth in any 03 financial years over last | Accountant clearly stating the net worth. |
| | 05 financial years. | stating the net worth. |
| 4 | The Bidder should have: | Copy of Work Order with Work |
| | 1). Experience of having successfully | Completion Contif |
| - 11 - 1 | completed similar works in Central/State | signed by a Composite A 11 |
| | Govt. organization/PSU/Public Listed | client for the week |
| | Company during last 7 years ending last | on one checuted. |
| | 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.7.20 Lakhs (equal to 40% of | |
| | Estimated Cost.) | |
| | OR | |
| | b) Two similar completed works costing | 41 |
| | not less than the amount of Rs. 9.00 | |
| | Lakhs (equal to 50% of Estimated | |
| | Cost.) | |
| | OR | |
| | c) One similar completed work costing | |
| 11 5 110 | not less than the amount of Rs. 14.40 | |
| | Lakhs (equal to 80% of Estimated | |
| | Cost.) | |
| T | he Bidder should have valid Income | Documentow: |
| 1 | ax returns for the last three assessment | Documentary proof of Income Tax |
| y | ears (FY 2020-21,2021-22, 2022-23) | returns for the last three assessment years. |
| a | nd the Bidder (not individual) should | Copy of PAN card & Copy of GST |
| h | ave a PAN Card and GST Registration. | registration number |
| T | | Undoutable /D |
| li | stad on J-1 1 1 | Undertaking/Declaration by the Bidder |
| 1 | overnment/State Government/PSU/ | on the letter head of the firm. |



| | Autonomous Bodies in India due to poor performance at the time of submission of the bid. | |
|----|--|--|
| 7 | All bidders should comply with the statutory labour norms such as minimum wages Act with regards to the manpower deployed for the execution of the contract and should have valid certificate for registration of ESI & EPF. | EPF. |
| 8 | Tenderer(s) should have valid Fire Safety license issued by Fire Department, Govt. of NCT of Delhi or by any other State Government to participate in the bid. | Valid fire safety license as per requirement |
| 9 | A certificate that all terms and conditions are accepted (signed by authorized signatory) | Certificate on the letter head of the firm accepting all the terms & conditions of the tender. |
| 10 | No consortium/sub-contracting shall be allowed for bidding. | |

Financial Bid for Hiring of Service of Community Kitchen for URS Camp 2024 at Burari Ground in District North under the District Magistrate(North), Revenue Department, Govt. of NCT of Delhi

| S. No. | Name of the Article | Unit | Estimated Quantity | Rate per day (Rs.) Upto two Decimals | Amount (Rs.) Upto two decimals |
|----------------|---|----------|--------------------|---|--------------------------------|
| site : lead | ng charges of following items i/c installation at and removal from site including carriage for all and lifts complete as per direction of competent ority of Revenue Department. | | | | |
| 1. | Community Kitchen with all accessories Gas Stoves (with two burners) with LPG Cylinders - to provide 24x7 LPG supply with Regulators, Lighters with complete pipelines from separate place of LPG cylinders to Community Kitchen where Gas Stoves are to be installed | Per unit | 160 | | |



UNDERTAKING

(Non Judicial Stamp Paper of Rs. 100/-)

To

The District Magistrate (North Delhi), Govt. of NCT of Delhi, Revenue Department,

- 1. I/We, the undersigned, certify that I/We have gone through the terms & conditions as given in the Tender Form and hereby undertake to comply with the same. I/We shall abide by the rates quoted in the Financial Bid.
- 2. I/We, the undersigned, hereby bind myself/ourself to the Hon'ble Lt. Governor, Delhi in respect of Community Kitchen work assigned by the **District North**, Revenue Department, Delhi and to indemnify the Govt. of NCT of Delhi/Revenue Department, of any, loss.
- 3. The article supplied by me/us would be of the best quality and kind as per requirement of the department. The decision of the **District Magistrate** (North) (hereinafter called the said officer) as regard the quality and kind of articles shall be final and binding upon me/us.
- 4. 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 *DC*, *North* ------ payable at Delhi and can be retained according to the defined terms & conditions of the Tender.
- 5. The said officer 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.
- 6. I/We hereby undertake to supply the items in accordance with the work award order.
- 7. The said officer shall not be bound to take all or any of the article as enumerated in the Annexure II.
- 8. I/We hereby declare that our firm/agency is not black listed by any government/authority/department.
- 9. I/We hereby declare about the veracity of all the facts given in the tender.
- 10. All Terms & Conditions as mentioned in tender document are acceptable to Me/Us.
- 11. 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.

SIGNATURE OF TENDERER WITH SEAL

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