

(JANUARY, 2020)



E-TENDER NOTICE

ON-LINE BIDS FOR ALLOTMENT OF TEMPORARY FOOD STALLS AT TRIANGULAR PARKING INSIDE PRAGATI MAIDAN FOR A PERIOD OF FIVE DAYS I.E. FROM 03.03.2020 TO 07.03.2020 (AAHAR 2020) WITH A MINIMUM RESERVED LICENSE FEE OF ₹40,000/- (RUPEES FORTY THOUSAND ONLY) PLUS GST

INDIA TRADE PROMOTION ORGANISATION

(A Government of India Enterprise)

PRAGATI BHAWAN, PRAGATI MAIDAN, NEW DELHI-110001

Tel: 91-11-23378131/23371540 (Ext. No 201)

Fax: 91-11-23370257/2337-1492/1493

E-mail: bngupta@itpo.gov.in / rashmipanwar@itpo.gov.in

Website: www.indiatradefair.com

CONTENTS

S.No.	Particulars	Page No.
1.	Introduction	3
2.	Temporary Food Stalls	3
3.	Area-Licensed Premises	3
4.	Type of Food to be served	4
5.	Service	4
6.	Eligibility Criteria	4
7.	License Fee	5
8.	License Period	5
9.	Timings of the Outlet	6
10.	Utilities, Conservancy and Other Charges	6
11.	Security Deposit	6
12.	Manner of submission of On-line Bids	7
13.	Other Terms & Conditions	8
14.	Conflict of Interest	10
15.	Corrupt or Fraudulent Practices	11
16.	Annexure-A - Schedule for Finalization of Bids/ Allotment(s)	12
17.	Application Form-T (Technical Bid)	13
18.	Annexure-B - Documents to be enclosed with the Technical Bid	17
19.	Application Form-F (Financial Bid)	19
20.	Annexure-C - Terms & Conditions forming part of License Agreement	20
21.	Annexure-D - Affidavit Format	25
22.	Annexure-E - Charges applicable for various services/utilities	29
23.	Annexure-F - Layout Plan	30
24.	Annexure-G - Payment Details	31
25.	Annexure-H - Minimum Reserved License Fee	32
26.	Instructions for Online Bid Submission	33

F&B OUTLETS TENDER

1.1 INTRODUCTION

India Trade Promotion Organisation (ITPO) holds 123 acres of prime venue in the heart of Delhi, known as Pragati Maidan. It is the hub of exhibition activities round the year. Nearly 100 exhibitions/trade fairs and other events are organized at Pragati Maidan every year with wide national and international participations.

At present, the exhibition complex at Pragati Maidan comprises of 7 halls with a total covered exhibition space of over 23,000 sq.mts. approx. A number of conventions, seminars, symposia and conferences are also organized at these places during the currency of different fairs/exhibitions.

India Trade Promotion Organisation (ITPO) has undertaken to transform Pragati Maidan into a world-class convention centre in two phases. The proposal entails a total development of built-up area, including exhibition space, a convention centre with seating capacity of around 7,000 persons with a number of different-sized meeting rooms, space for public circulation in phase-I. The redevelopment of the Pragati Maidan complex entails a comprehensive and integrated approach to set up the much-needed world-class state-of-the-art and iconic integrated exhibition-cum-convention centre.

Pragati Maidan attracts nearly 3 million visitors every year and their number is growing constantly. A significant number of these visitors are foreign and domestic business visitors/delegates.

2.1 Temporary Food Stalls

It has been felt necessary to cater to the food and beverage requirements of the visitors/participants/delegates, Pragati Maidan should be able to offer a wide range of quality cuisines which may be served in a hygienic and comfortable environment. **ITPO, through this bid, intends to allot the Nine Temporary Food Stalls on license basis for serving Take away items/ready to eat foods/processed & packed foods/snacks/hot & cold beverages (non-alcoholic) etc. for a period of Five Days i.e. from 03.03.2020 to 07.03.2020 with minimum Reserved License Fee of Rs.40,000/- plus GST.**

2.2 AREA - LICENSED PREMISES:

- (i) The area of each temporary food stall is 15 sqm. (5 m X 3 M) as per Layout plan at Annexure-F.
- (ii) The proposed license covers only the area as shown in the enclosed drawing with detailed specifications indicated thereon and no other area within Pragati Maidan. The Licensee shall use the said Licensed Premises only for the purpose of operating a food and beverage Stall subject to the terms and conditions and the guidelines and policies framed by Licensor from time to time, and for no other purpose (hereinafter referred to as "Permitted Purpose"). Apart from licensed premises, no other area adjacent to **Food**

Stalls and / or inside Pragati Maidan shall be used by the Licensee. No food/ beverage is to be served in any manner anywhere outside the designated area.

- (iii) The fabricated Food stall shall be allotted with octonom system. Display aids and furniture etc. shall be arranged by the selected bidder(s) themselves.
- (iv) Electrical point wire shall be provided with the capacity of 1 KW load in each food stall. Additional load, if required, shall be arranged on payment basis.
- (v) Water/ drinking water arrangement shall be made by selected bidder(s).
- (vi) Five lighting point shall be provided in each booth.

2.3 TYPE OF FOOD TO BE SERVED

Take away items/ready to eat foods/processed & packed foods/snacks/hot & cold beverages (non-alcoholic). However, Pork/Beef will not be served in any form.

2.4 SERVICE

Service with payment through electronic cash register only will be permitted. No food is to be served in any manner anywhere outside the designated area.

3.1 ELIGIBILITY CRITERIA FOR THE BIDDER

3.1.1 The applicant business entity applying for the food stall(s) should have valid trade license/FSSAI Registration certificate in respect of food outlet(s)/catering business/product from the local municipal/food authorities presently being operated.

3.1.2 The applicant or any other business entity where it had and/or still has controlling share, should not have been debarred from operating a F&B outlet on account of food quality issues by concerned Govt. authorities or should not have been convicted for irregularities concerning F&B outlets under various statutes/rules/regulations/orders etc. The applicant shall furnish **Affidavit** on stamp paper of Rs.100/- duly signed and notarized as per Annexure-D to this effect.

- 3.1.3 (i)** Those F&B operators who have already operated/have been operating any F&B outlet in Pragati Maidan and who
- a) have not honoured the terms and conditions of the Licence Agreements; or
 - b) are in litigation/arbitration on a dispute with ITPO in any legal forum for any reasons whatsoever; or
 - c) have outstanding dues payable to ITPO during their F&B operations in Pragati Maidan, or

d) **have been blacklisted,**

are **not** eligible to participate in this bid either in his / her / their name(s) or in the name of his /her /their partners, associates, sister concerns, affiliates, administrators, representatives, successors, directors, employees, subsidiary etc. or through any person(s) acting under or through him/her/them.

(ii) Operators who have been Licensees of ITPO in the past or are so at present, in respect of F&B outlet(s) in Pragati Maidan, have to give an **Affidavit** (copy enclosed) **duly notarized along with the Technical Bid** to the effect that they are not debarred from bidding on account of above clause.

4.1 LICENSE FEE

4.1.1 The Licensee shall pay to the Licensor a fee (hereinafter referred to as "License Fee") for the Licensed Term. The License Fee shall be equivalent to the fee quoted in Financial Bid. In addition, Goods and Services Tax(GST) as fixed by the Govt. from time to time will have to be paid by the Licensee to the Licensor. Presently the rate of **GST is 18%** and the licensor will also charge GST on the other services provided to the licensee which fall under the purview of GST. **In case of any change in GST or any other tax levied by Government, the same to be followed as per Govt. directions.**

4.1.2 The entire Licence fee of the licensed Food Stall(s) will be **payable in advance along with applicable taxes, the license fee is payable immediately on allotment of Food Stall(s), before taking possession of the site concerned.**

4.1.3 **The Minimum Reserved License Fee for ONE Temporary Food Stall for entire duration of the License period of Five days i.e. from 03.03.2020 to 07.03.2020 is Rs.40,000/- (Rupees Forty Thousand Only). The bidders are required to quote License Fee for nine Food Stalls separately which should be over and above the 'Minimum Reserved License Fee' for entire duration of License Period. It is clarified that a bidder may apply for all nine food stalls by quoting license fee for each Food stall separately which should be over and above the 'Minimum Reserved License Fee' of Rs.40,000+GST for each Food Stall. The technically qualified bidder(s) who has quoted the highest License Fee over and above the Minimum Reserved License Fee for particular Food Stall will be awarded the contract and shall be considered as the successful bidder(s).**

5.1 LICENSE PERIOD

The Licensee shall use the said Licensed Premises for a period of **Five Days i.e. from 03.03.2020 to 07.03.2020** on a payment of License Fee as prescribed.

5.1.1 TIMINGS OF THE FOOD STALL:

The authorized employee of the Licensee are permitted to enter into Pragati Maidan complex and remain during the period **8.00 a.m. to 8.30 p.m.** every day, however, the Food Stall Outlet shall be opened to public from **9.00 a.m. to 8.00 p.m.** only and in case any employee of the Licensee is required to stay beyond such time, for which it is incumbent upon the Licensee to take permission from the Licensor well in advance.

6.1 UTILITIES, CONSERVANCY AND OTHER CHARGES

- (i) Licensee is required to make time-bound payments of all dues towards licence fee, conservancy charges, consumption of electricity, water, gas etc. and applicable taxes. Details of the charges are indicated in **Annexure-E** covering electricity, water, gas and conservancy charges which are subject to revision without any notice due to revision of rates by service providers.
- (ii) If any payment towards electricity, water, other utilities, penalties and any other dues remain outstanding beyond the date stipulated in the demand note / invoice, Licensor shall have the right to terminate licence within seven days from the date of demand notice after following due process of law which includes show cause notice, receipt of reply thereof within stipulated time and followed by appropriate order and forfeit the security deposit, if found in default. The electricity, PNG and water connections shall also be disconnected forthwith. Licensor shall take possession of the premises on '**as is where is basis**'. The claim of the Licensee to the goods lying in the premises would not be entertained. If the outstanding dues are more than the security deposit, Licensor shall take appropriate action for recovery of balance amount payable to Licensor at the risk and cost of the Licensee.
- (iii) Besides payments for utilities like electricity, water, piped natural gas at the rates specified by ITPO from time to time, the licensee will also be required to pay **Conservancy Charges**. This conservancy charge as per rates prescribed is payable for removal of the waste generated & placed by the licensee at the designated location in Pragati Maidan to dumping yards outside the Pragati Maidan. The waste disposal from the designated locations to locations outside the Pragati Maidan will be done by ITPO or its authorized agency/representative.
- (iv) Conservancy charges (non-refundable) as mentioned in Annexure-E for entire duration of the license period are payable in advance along with applicable taxes, the conservancy charges are payable immediately on allotment of outlet, before taking possession of the site concerned.

7.1 SECURITY DEPOSIT

- (i) In addition to entire license fee to be paid in advance to the licensor i.e. ITPO, the licensee will also be required to deposit with the licensor interest free refundable/adjustable Security Deposit of **Rs.30,000/- (Rupees Thirty Thousand only) for each Food Stall**

through a bank draft in favour of ITPO payable at Delhi before taking over the possession of the Food Stall(s).

8.1 MANNER OF SUBMISSION OF ON-LINE BIDS

8.1.1 Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app> . Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/ Tenders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Online Bids by the bidder (with supporting documents) should be submitted in the following manner:

- (a) **Technical Bid**- It should contain the **application Form -T** along with scanned copies of supporting documents, application fee as per Para 8.1.3, and earnest money as per Para 8.1.4 (i). It should be marked as 'Technical Bid for Food Stalls'.
- (b) **Financial Bid** - It should contain the application **Form -F** in the format provided and no other format is acceptable. It should be marked as 'Financial Bid for Food Stalls'. **The Bidder may apply for all Food Stalls. The bidders are required to quote License Fee for nine Food Stalls separately which should be over and above the 'Minimum Reserved License Fee' for entire duration of License Period. It is clarified that a bidder may apply for all nine food stalls by quoting license fee for each Food stall separately which should be over and above the 'Minimum Reserved License Fee' of Rs.40,000+GST for each Food Stall. The technically qualified bidder(s) who has quoted the highest License Fee over and above the Minimum Reserved License Fee for particular Food Stall will be awarded the contract and shall be considered as the successful bidder(s).**

The name of the bidder clearly written with full address, e-mail ids and telephone numbers.

Bids received through email/fax or any other physical manner shall not be considered

8.1.2 Online Financial Bids of only those bidders who are qualified and shortlisted in the Technical Bids shall be opened. The Technical and Financial Bids shall be opened in the presence of the bidders or their authorized representatives, if they are present. **The technically qualified bidder who has quoted the highest License Fee over and above the Minimum Reserved License Fee will be awarded the contract and shall be considered as the successful bidder(s).**

8.1.3 The bidder shall pay a non-refundable application fee by means of a demand draft/RTGS/NEFT of Rs.1,180/- (Rs. 1,000/- +GST@18%)(Rupees One Thousand One Hundred Eighty Only) payable to ITPO at New Delhi.

- 8.1.4 (i) **EARNEST MONEY:** All bidders shall have to deposit earnest money of **Rs.1.00 Lakh(Rupees One Lakh only)** in the form of a Demand Draft/RTGS/NEFT from a scheduled commercial bank in favour of 'India Trade Promotion Organisation' payable at New Delhi along with their **online Technical Bid**. Govt. departments and public sector undertakings will, however, be exempted from payment of Earnest Money. The Demand Draft of Earnest Money Deposit (EMD) has to be physical and encashable instrument. No guarantees or other bank authority letter shall be accepted. The EMD is interest free.
- (ii) The validity of online bids will be for two months from the last date of submission of the online bid.
- (iii) Demand Draft obtained or RTGS/NEFT made earlier than the date of advt. inviting bids for allotment of Food Stalls will not be accepted.
- (iv) Earnest Money shall be refunded to the unsuccessful bidders within one month of award of allotment letter. However, the successful bidder's earnest money shall be returned only once the successful bidder(s) has deposited the security deposit and **entire license fee** or adjusted towards the license fee payable by him/her.
- (v) Online Bids once accepted shall not be modified in any case after bid close date/time. If it comes to the notice that bidder has used fraudulent practices for this bid, the earnest money shall be forfeited.
- (vi) If the successful Bidder withdraws or amends its Proposal after bid close date without obtaining prior written consent of ITPO, the Earnest Money Deposit shall stand forfeited, without any notice by ITPO.

8.1.5 Bidders should respond to this bid document as per the Schedule enclosed (Annexure-A).

9.1 **OTHER TERMS AND CONDITIONS**

- 9.1.1 ITPO reserves the right to accept or reject any bid without assigning any reason and also to invite fresh bids, as deemed appropriate. ITPO also reserves the right to withdraw bid for Food Stalls without assigning any reason.
- 9.1.2 Bids must be uploaded before the dead line (last date and time) of submission of application on CPP Portal.
- 9.1.3 No conditional bids or incomplete application(s) or those received without required documents and Earnest Money shall be considered and stand summarily rejected.
- 9.1.4 **The bidder may modify the submitted bid through resubmit option on CPP Portal before the last date for submission of applications. An applicant may withdraw its application**

after submission before the last date for submission of applications. The online bid may not be modified after bid close date and time.

- 9.1.5 Restrictions on operations may be made from time to time for compliance of statutory/regulatory regime enforced by various statutory/regulatory authorities and in such a situation, the licensee will not be entitled for any compensation.
- 9.1.6 ITPO reserves the right to modify terms and conditions of the contract set out in the tender documents as deemed necessary by it, including but not limited to cancelling/withdrawing the tender, to meet its objectives and principles as set out in the Tender documents.
- 9.1.7 ITPO reserves the right to suspend the bidding process, cancel the contract with the selected party in part or in whole at any time if in the opinion of the ITPO, it is necessary or expedient in the public interest. The decision of the ITPO shall be final and binding in this regard. Also ITPO shall not be responsible for any damage or loss caused or arisen out of aforesaid action.
- 9.1.8 All communications to the ITPO must be sent on the letter-head of the applicant under the signature of the authorized signatory only whose name & designation must be mentioned in the letter. Letter without name & designation of the authorized signatory and / or letters on plain paper will not be entertained **The name along with the photograph of the signatory authorized by the company should be informed in writing on company's letter-head to the licensor. All notices / communications shall be sent to the Licensee at the address mentioned by them at the time of allotment. Any change in the address should immediately be informed to the licensor.**
- 9.1.9 The bidder may apply for all Food Stalls. The bidders are required to quote License Fee for each Food Stall separately which should be over and above the 'Minimum Reserved License Fee' for entire duration of License Period. It is clarified that a bidder may apply for all food stalls by quoting license fee for each Food stall separately which should be over and above the 'Minimum Reserved License Fee' of Rs.40,000+GST for each Food Stall. The technically qualified bidder(s) who has quoted the highest License Fee over and above the Minimum Reserved License Fee for particular Food Stall will be awarded the contract and shall be considered as the successful bidder(s).
- 9.1.10 Area of F&B Outlets has been indicated in the layout plan/ drawing. This may change due to site conditions. The Applicants should physically verify the areas before giving their offers. The premises offered are on **'as is where is' basis**. Applicant shall not raise any objection to the condition of premises at any time.
- 9.1.11 ITPO shall have the right to grant rights and privileges to any other parties similar to the ones enjoyed by the applicant/Licensee within the Pragati Maidan without any restriction whatsoever.

- 9.1.12 The Licensee shall pay all Central, State and Local Taxes including GST, duties, license fees, permit fees, ESI, PF or any other statutory payment under Labor Laws etc. as may become payable in accordance with the various laws or rules prevalent in Delhi. In no case shall the licensor be deemed to be the agent of the Licensee for the purpose of collecting and remitting taxes / levies by any tax authority. However, the Licensee shall produce clearance certificate under the various tax laws to the Licensor on demand.
- 9.1.13 The licensee shall adhere to the local municipal and other laws applicable to the food/catering business already in vogue and also coming into force from time to time during the licensed period.
- 9.1.14 The licensee shall not charge any price exceeding MRP printed on the item on sale. The sale price cannot exceed the rate printed as MRP. The companies can sell at lower prices if they desire so. Wherever there are more than one MRP for a product, the lowest MRP in Delhi will be charged. The price of freshly cooked food items need to be prominently displayed suitably so as to enable the visitor to know in advance the price list which may be inclusive/exclusive of GST prominently stated in the price list and price for different cuisine need to be so fixed that it is similar to standard of the analogous restaurant.
- 9.1.15 ITPO may at its sole discretion issue an Award Letter to the Selected Bidder(s) pursuant to the conclusion of the Bid Process. The issue by ITPO of an award letter accepting the Proposal and the acceptance of the Award Letter by the Selected Bidder(s) shall create binding obligations upon the Selected Bidder(s) to fulfill the conditions as specified in this tender and the Award Letter, including the execution of the License Agreement (Annexure-C) within the prescribed time, all to the satisfaction of ITPO. The Award Letter will be handed to the Selected Bidder(s) or posted to the Selected Bidder's address as given in the Technical Bid Form-T and such handing or posting shall be deemed good service of such a notice. Non acceptance of the Award Letter/non submission of the demanded amount by the Selected Bidder(s) within the time prescribed therein shall lead to forfeiture of Earnest Money Deposit of such Selected Bidder(s) and thereafter ITPO shall be free to proceed in the manner as considered in the best interest of ITPO, at ITPO's sole discretion.
- 9.1.16 In case the Selected Bidder(s) fails to execute the License Agreement within stipulated time, ITPO may withdraw/terminate the Award Letter forthwith and the Earnest Money Deposit of such Selected Bidder shall be forfeited and ITPO shall have the right to proceed in the manner as considered in the best interest of ITPO, at ITPO's sole discretion.

10.1 CONFLICT OF INTEREST

The Bidder (including their personnel/employees) that have a business or family relationship with such members of the ITPO staff who are directly or indirectly involved in the project will not be awarded the contract. **A declaration to this effect must be furnished by the bidder along with the technical bid.**

11.1 CORRUPT OR FRAUDULENT PRACTICES

ITPO requires that bidders under this contract observe the highest standard of ethics during the period of contract. In pursuance of this policy, ITPO:

- a) Defines, for the purpose of these provisions, the terms set forth below as follows:
 - i. **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value/kind to influence the action of a public servant; and
 - ii. **“fraudulent practice”** means a misrepresentation including concealment of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Applicants/Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - iii. **In case of canvassing either by himself or through any authorized representative/advocates to pressurize the Licensor, same shall constitute unfair trade practices and Licensor reserves its exclusive right to take action as deemed fit and proper against the agency for such conduct.**
- b) Will reject a proposal for award of work if it is determined that the Applicant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) Will declare a Applicant/Bidder ineligible/debar/blacklist, either indefinitely or for a stated period of time, to be awarded a contract / contracts, if it at any time if determines that the Applicant/Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- d) In case if it comes to notice that information/documents furnished by the applicant along with the bid documents or after award of the contract are false fraudulent, incorrect, misleading or forged etc., licensor shall be entitled to terminate/revoke/cancel the license granted forthwith under this agreement with an immediate effect by giving due notice. In such case, the License will not be entitled to any refund of License Fee and Security Deposit. **All the prospective bidders may take a note that their bid shall summarily be rejected ab-inito, in case, it is anticipated that the bidder shall honestly and truly make declaration w.r.t. various statement of claims/warranties/ representation/documents on account of turnover, experience, expertise, presently running outlet elsewhere in Delhi or any other part of the country, etc. which, if found, incorrect at any stage.**
- e) **The successful bidder(s) shall produce original documents at the time of awarding the contract to ITPO/Licensor on demand for the complete satisfaction of ITPO/Licensor.**

Annexure - A

SCHEDULE FOR FINALIZATION OF BIDS / ALLOTMENT(s)

S.No.	Particulars	Critical Date /Time
(i)	Release of Advertisement	28.01.2020
(ii)	Last Date for Receipt of Bids	13.02.2020 Till 02:00 PM
(iii)	Opening of Technical Bids	14.02.2020 At 02:30 PM

APPLICATION FORM – T (TECHNICAL BID)
FOR
LICENSE TO OPERATE FOOD STALLS AT PRAGATI MAIDAN, NEW DELHI

1.	Name of the Applicant	:	
2.	Address	:	
3.	Telephone No(s) / Mobile No.	:	
4.	(i) Fax Number	:	
	(ii) ISD/STD Code	:	
	(iii) E-mail address	:	
	(iv) Website	:	
5.	(i) Applicant's Legal Status (Individual/Company/Proprietor/Partnership HUF/Society/Any other, specify)	:	
	(ii) PAN Card No. in the name of Proprietor/Company registered under Companies Act, as applicable.	:	
	(iii) Trade License from local authorities/municipality/food authorities in respect of food outlets/catering business presently being operated.	:	
	(iv) Proof of identity such as Voters Card/Driving License/Aadhaar card/ Passport etc., in case of Proprietorship.	:	
	(v) Partnership deed in case the applicant is a partnership firm.	:	
	(vi) Memorandum and Articles of Association in case the applicant is a private/public limited company. Registration certificate of the registrar of companies to be furnished.	:	

	(vii) Certified copy of the authorization by the company/Partnership Firm to the person signing the application.		
	(viii) GST Registration No.		
6.	Contact Executive(s)		
	(i) Name	:	
	(ii) Designation	:	
	(iii) Tel. No(s) with STD Code:	:	
	i. Office	:	
	ii. Mobile	:	
	(iv) Email ID	:	
7.	Name/Address of Bankers with A/c. No.	:	
8.	Details of enclosed Demand Draft /NEFT/RTGS covering Application Fee in case the Bid Document-cum-Application Form is downloaded	:	DD No. _____ or UTR No. _____ Dated _____ for an amount of Rs.1,180/--(Rupees One Thousand One Hundred and Eighty Only) drawn on _____ (Name of the Bank)

9.	Details of enclosed Demand Draft : /NEFT/RTGS covering Earnest Money Deposit.	DD No. _____ or UTR No. _____ Dated _____ for an amount of Rs.1,00,000/-(Rupees One Lakh Only) drawn on _____ (Name of the Bank)
10	Any other information	

I/We, hereby, declare that:-

- (i) I/We have read and understood & agree to the Bid Documents, including Terms & Conditions forming integral part of the license agreement, etc.
- (ii) I/We have read and understood the terms and conditions governing the grant and operation of license; and
- (iii) I/We agree and undertake to be bound by the Bid Documents, and other Terms & Conditions forming integral part of the license agreement.
- (iv) That I/we understand that in case of any of the above information/ documents (as given by us) is found to be incorrect, ITPO may reject the application, cancel the agreement or revoke the license at any time, without giving any notice and in such a situation, I/we will not be entitled for refund of any part of licence fee, security and other deposits
- (v) I/We have not been barred by any Department / Organisation/ Local Authority from operating an F&B outlet.

I/We hereby also declare that:-

- (i) The bid has been submitted after site inspection of the **Food Stalls** and the same are to be allotted on **'as is where is' basis**.
- (ii) ITPO reserves the right to suggest us different cuisines etc.
- (iii) That the undersigned has been authorized by the firm / company to sign these bid documents.

The address given below is the postal/communication address in which all the messages /documents, may be addressed / sent to us.

Place:

Signature :

Date:

Name :

(Authorised Signatory) – copy of such authorisation

Designation :

(Capacity in which signed)

Full Address :

.....

.....

Company Seal :

Annexure-B

➤ DOCUMENTS TO BE ENCLOSED WITH THE TECHNICAL BID:-

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/ Tenders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

All the pages of bid being submitted must be signed & stamped wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. The following scanned documents are to be furnished by the bidders along with Technical Bid as per the tender document (As applicable):

- (1) Scanned copy of filled up application Form-T.
- (2) Scanned documents of **valid trade license/FSSAI Registration certificate** in respect of food outlet(s)/catering business/product from the local municipal/food authorities presently being operated.
- (3) Scanned copy of documents like **Tender fee**. The DD of **Rs.1,180/-** towards fee of tender should be deposited in **Hall no.7 (First Floor), Pragati Maidan, New Delhi-110001** on or before the technical bid opening date/time as mentioned in the critical date sheet.
- (4) Scanned copy of **Earnest Money of Rs.1.00 Lakh** in the form of a Demand Draft/Bank Copy for RTGS/NEFT in favour of "ITPO, New Delhi" from a scheduled commercial bank along with Technical bid. **The documents required such as DD towards Earnest Money Deposit should be deposited in Hall no.7 (First Floor), Pragati Maidan, New Delhi-110001 on or before the technical bid opening date/time as mentioned in the critical date sheet. Demand Draft obtained or RTGS/NEFT made earlier than the date of advt./notice inviting bids for allotment of Food Stalls, will not be accepted.**
- (5) Scanned copy of **affidavit on stamp paper of Rs. 100/- duly signed and notarized (Annexure 'D')**. However, the affidavit in original should be submitted in Hall No.7 (First Floor), Pragati Maidan, New Delhi-110001 on or before the technical bid opening date/time as mentioned in the critical date sheet.
- (6) **PAN Card** in the name of Proprietor/Company registered under Companies Act, as applicable.
- (7) **Proof of identity** such as Voters Card/Driving License/Aadhaar card/ Passport etc., in case of Proprietorship.

- (8) **Partnership deed** in case the applicant is a partnership firm.
- (9) **Memorandum and Articles of Association** in case the applicant is a private/public limited company. Registration certificate of the registrar of companies to be furnished.
- (10) **Certified copy of the authorization** by the company/Partnership Firm to the person signing the application.
- (11) **GST** Registration Certificate.

➤ **DOCUMENTS TO BE ENCLOSED WITH THE FINANCIAL BID:-**

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BoQ format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

APPLICATION FORM -F (FINANCIAL BID)
FOR

**LICENCE TO OPERATE NINE TEMPORARY FOOD STALLS AT PRAGATI MAIDAN,
NEW DELHI**

NOTE:--

“Financial Proposal” shall mean the binding and final financial offer to be submitted by each Bidder online in the NIC CPPP portal only. The quote in physical form as a document is not to be submitted. **The Bidder may apply for all Food Stalls. The Minimum Reserved License Fee for ONE Temporary Food Stall for entire duration of the License period of Five days i.e. from 03.03.2020 to 07.03.2020 is Rs.40,000/- (Rupees Forty Thousand Only). The bidders are required to quote License Fee for nine Food Stalls separately which should be over and above the ‘Minimum Reserved License Fee’ for entire duration of License Period. It is clarified that a bidder may apply for all nine food stalls by quoting license fee for each Food stall separately which should be over and above the ‘Minimum Reserved License Fee’ of Rs.40,000+GST for each Food Stall. The technically qualified bidder(s) who has quoted the highest License Fee over and above the Minimum Reserved License Fee for particular Food Stall will be awarded the contract and shall be considered as the successful bidder(s).**

Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid has been given as a standard BoQ format with the tender document, the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

Annexure-C

TERMS & CONDITIONS FORMING PART OF LICENCE AGREEMENT

2.1 Allotment Period

The licensee shall use the booked food stall(s) for a period of **Five Days** from **03.03.2020 to 07.03.2020**.

2.2 License Fee

In consideration of the Licensor having agreed to allow the Licensee to use the Licensed Premises for Permitted Purpose, it is agreed that:

- (a) The Licensee shall pay to the Licensor a Licence Fee of Rs. _____ for _____ number of Food Stalls No. _____ as agreed to for payment for the Licensed Term (hereinafter referred to as "**License Fee**") in addition to the Goods & Services Tax (GST) and other Govt. levies, as applicable, from time to time.
- (b) The entire License fee for the Food Stalls will be paid in advance along with applicable taxes, the entire license fee is payable immediately on allotment.

2.3 Area & Facility

- (i) The area of the Food Stalls (each measuring 15 sqm.) is to be used only for the purposes specified in the layout plan / drawing. No change in this regard will be permitted. No unauthorized areas adjacent to the outlet shall be used. **These location(s) can be shifted due to change in re-development plan of Pragati Maidan, if any.**
- (ii) The fabricated Food stall shall be allotted with octonom system. Display aids and furniture etc. shall be arranged by the selected bidder(s) themselves.
- (iii) Electrical point wire shall be provided with the capacity of 1 KW load in each food stall. Additional load, if required, shall be arranged on payment basis.
- (iv) Water/drinking water arrangement shall be made by Licensee.
- (v) Five lighting point shall be provided in each booth.

2.3 Menu -

Take away items/ready to eat foods/processed & packed foods/snacks/hot & cold beverages (non-alcoholic). However, Pork/Beef will not be served in any form. **Cooking is permitted strictly through electrical equipment only.** Gas cylinders, wood or charcoal, Fire

are strictly **not** permitted. Violation of this clause will result in imposing of penalty on the licensee as deemed fit by ITPO.

2.4 Utilities, Conservancy and Other Charges

- (iv) Licensee is required to make advance payments of all dues towards food stall(s) License Fee, Conservancy charges, Power load connection and consumption charges and applicable taxes etc. Details of utilities charges are indicated in Annexure-D which are subject to change without any notice due to revision of rates by service providers.
- (ii) Conservancy charges (non-refundable) as mentioned in Annexure-D for entire duration of the allotment period are payable in advance before taking over the possession of the food stall(s).
- (iii) The licensee shall pay all Central, State and local taxes including GST, duties, license fees, permit fees etc. as may become payable in accordance with the various laws or rules prevalent in Delhi. In no case shall the ITPO be deemed to be the agent of the licensee for the purpose of collecting and remitting taxes/ levies by any tax authority.

2.5 Security Deposit

- (i) In addition to the License Fee, conservancy charges, power load charges, the licensee will also be required to deposit interest free refundable/adjustable **Security Deposit of Rs.30,000/- per food stall by way of Demand Draft/RTGS/NEFT** in favour of ITPO payable at New Delhi before taking over the possession of the food stall(s).
- (ii) In case TDS is deducted by the Licensee, an interest free refundable security deposit equivalent to the amount of TDS shall be deposited by the Licensee at the time of payment of License Fee through Demand Draft/RTGS/NEFT. The security deposit will be refunded on receipt of TDS certificate by ITPO. The Licensee is required to submit the TDS Certificate soon after the TDS is paid to the Govt., but not later than 31st March, 2020, if TDS certificate is not received by 31st March, 2020 the security deposit equivalent to the amount of TDS shall be adjusted against the dues amount.

2.6 The licensee shall be responsible for the maintenance, high standard of cleanliness, sanitation and hygiene in the food stalls continuously. The licensee shall also ensure prevention of infectious diseases, control and prevention of nuisance from insects, rodents, or any other source of infection or unhygienic condition etc.

2.7 The timings of the food stalls in Pragati Maidan will be from 8.00 A.M. to 8.00 P.M., or any other timing prescribed in the circular issued by ITPO in this regard.

2.8 The licensee shall ensure that eatable items sold/served from the food stall are of requisite hygienic and quality standards and conform to the provisions of the Prevention of Food

Adulteration Act and any other guidelines, regulations, standards etc. issued by concerned Government Authorities from time to time. The licensee shall be solely liable for any action or penalty imposed by relevant authorities in this regard. The licensee has to give an affidavit (Annexure-D) on stamp paper of Rs. 100/- duly signed and notarized to this effect.

- 2.9 Printed menus with rate list to be made available inside the food stall.
- 2.10 Segregation of waste material will also be undertaken by licensee as per local rules and regulations. The licensee shall collect all garbage in bags/ boxes/trolleys permitted as per the guidelines of ITPO. The collected garbage shall be kept at designated locations for disposal by ITPO outside the Pragati Maidan.
- 2.11 Cooking is permitted strictly through electrical equipment only. Use of gas cylinders, coal, fire wood etc. is not permitted. Violation of this clause will result in imposing of penalty on the licensee as deemed fit by ITPO.
- 2.12 The licensee shall not charge any price exceeding MRP printed on the item on sale. The sale price cannot exceed the rate printed as MRP. The companies can sell at lower prices if they desire so. Wherever there are more than one MRP for a product, the lowest MRP in Delhi will be charged. The prices of the freshly cooked food items, where MRP is not applicable, should be comparable to the similar standard of Restaurant in Delhi/NCR region.
- 2.13 **Parking, Entry and Exit**
- (a) The licensee shall abide by all the instructions / regulations issued by ITPO with respect to entry and exit of the material / personnel / representatives and visitors from time to time.
 - (b) The licensee shall be issued a maximum of **5(five) entry passes** per food stall for their officials/ employees including sanitation staff to support the minimum operations. Additional passes will be issued, if required, on payment of Rs.500/- per pass. Duplicate passes in lieu of lost/damaged cards will be issued on payment of Rs.200/- per pass.
 - (c) Parking is not allowed inside Pragati Maidan for any F&B vendor. Pay & Park is available at Bhairon Road Parking lot on first-come-first-served basis. Other paid parkings are also available on Purana Quila Road, Delhi Zoo, India Gate, Metro Station, High Court etc. The licensee may be issued parking label of suitable parking area, if available, for their vehicles and in no case the licensee is allowed to park their vehicle(s) near the food stalls.
 - (e) Vehicles parked at unauthorized places will be towed away by Delhi Traffic Police at the cost and risk of the F&B vendor.

- (f) Entry of trucks/lorries carrying bonafide material of the licensee to Pragati Maidan during build-up period and exhibition period will be strictly regulated on the basis of valid entry permits issued by ITPO from Gate No. 1 on Bhairon Road only.

2.14 Safety and Security

The licensee shall arrange at its own cost the security of the allotted food stall and inventory thereof and ITPO shall not be responsible in any manner whatsoever for the security of the allotted food stall and the goods stored therein.

- 2.15** The licensee shall confine their activities within the allotted food stall(s) and in no case will they be permitted to deviate/ increase/ alter from the same. If any deviation is found on inspection by ITPO's representative(s), the allotment will be cancelled on the spot and electricity connection shall also be disconnected, **without any notice** and License Fee, conservancy charges and security deposit will be forfeited.

- 2.16** **Penalty of Rs.10,000/- or any other amount as deemed fit by ITPO will be imposed for any breach/ non-compliance/violation of the stipulated terms & conditions of this allotment identified for imposition of Penalty, which may not preclude cancellation of allotment without any notice.**

2.17 Sub-letting

Sub-letting shall not be allowed in any case. The licensee shall not sublet, assign or permit or sub-contract of any description or enter into any management agreement or similar arrangements with regard to the use of the allotted food stall(s) or part thereof to any person/party including, without limitation, its subsidiary – sisters concern, affiliates, etc. Violation of this clause would invite immediate cancellation of the allotment including forfeiture of entire License Fee, conservancy charges and security deposit.

- 2.18** ITPO shall have the right to grant rights and privileges to any other parties similar to the ones enjoyed by the licensee within the Pragati Maidan without any restriction whatsoever.
- 2.19** The licensee shall be solely liable towards any complaints, or any action taken by any person against quality of food and beverage served, or other services rendered by the licensee, or behavior of its employees, staff and supervisors in the allotted premises.
- 2.20** In case if it comes to notice that information/documents furnished by the licensee along with the tender application or after allotment are false, fraudulent, incorrect, misleading or forged, ITPO shall be entitled to cancel the allotment of food stall(s) with an immediate effect. In such case, the licensee will not be entitled to any refund of License Fee, Conservancy charges and Security Deposit.

- 2.21** The licensee shall observe/performance and comply with all applicable law/ rules and regulations of any statutory law applicable to the licensee including any rules and regulations made by ITPO or any other department of Government of NCT of Delhi or

Local body or administration as applicable from time to time to the business which the licensee is allowed to carry and to the area in which the said food stall is located. This also includes compliance of laws relating to hygiene, storage, sanitation, cleanliness product quality and disposal of water & waste material etc.

- 2.22** The licensee shall comply with the Government of India directives on phasing out of single use plastic disposable materials viz. pet bottles, plates, glasses, stirrers, straws etc. and use affordable and eco-friendly alternatives for selling/serving food & beverages.
- 2.23** Requisite license to operate Food Stall inside Pragati Maidan will have to be obtained from Delhi Police/MCD etc. before start of operation in the licensed premises in the name of company concerned/in the name of Proprietor/in the name of the authorized representative.

21 ARBITRATION

- a) All matters of dispute arising out of this License Agreement shall be governed by Law of Land and subject to jurisdiction of Courts in Delhi.
- b) In case of any dispute relating to this Agreement, except those covered under P.P. Act, 1971, both the parties shall make all efforts to resolve mutually by way of Conciliation process, failing which the same shall be referred to CMD, ITPO for appointment of sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996(as amended from time to time) shall apply on both the parties.
- c) Before resorting to arbitration, both parties may initially try to reconcile the differences /disputes, failing which only should arbitration be attempted.
- d) The venue of the arbitration proceeding shall be the office of ITPO.
- e) Upon any and every reference as aforesaid, the assessment of costs and incidental expenses in the proceedings for the award shall be at the discretion of the Arbitrator.
- f) The fee payable to the Arbitrator shall be paid equally by both the parties.
- g) The language used in the arbitral proceedings shall be English.

AFFIDAVIT

I, _____, son/daughter/wife of _____ resident of _____ Director / Partner / Proprietor of M/s. _____ having its registered office at _____ do hereby solemnly

declare and affirm as under:-

1. that I/firm/company have/has the requisite licenses and approvals including license to operate food and beverage outlets.
2. that there has been no case / litigation whatsoever against me / firm / company or any other legal entity in which I/we have controlling share under Prevention of Food Adulteration Act, 1954 or any other law which restricts me / firm / company from operating food and beverage outlets and/ or to enter into the License Agreement.
3. that no penalty on account of failure of food samples/ unhygienic condition of F&B outlet(s) has been levied on me / firm/ company or any other legal entity in which I/we have controlling share by any of local / Government Authority.
4. That I/we/firm/company shall conform to the Food Safety and Standard Acts, Regulations, Bye-laws enacted thereunder and specifically to the guidelines on hygiene and sanitary practices provided under requisite schedule of Notification dated 1st Aug. 2011 of Ministry of Health and Family Welfare- Food Safety and Standards (Licensing and Registration of Food Business) Regulations 2011 and obtain requisite registration/license/ permission to the satisfaction of Licensor before commencing operations.
5. That I/we/firm/company shall ensure that eatable items sold/served from the premises are of requisite hygienic and quality standards and conform to the provision of the Prevention of

Food Adulteration Act / Food Safety Standards Authority of India and any other guidelines, regulations, standards etc. issued by concerned Government Authorities from time to time. I/we shall be solely liable for any action or penalty imposed by relevant authorities in this regard.

6. That I / firm / company am/is financially sound to undertake such an Allotment.
7. That I / firm / company or any other legal entity in which I/we have controlling share has/ have never been barred from operating any F&B outlet anywhere in India by any agency / Govt. Deptt.
8. That I / we understand and agree that allotted food stall shall not be used after expiry of the allotment period. ITPO will have the right to disconnect electricity and other services after expiry of the allotment period and/ or seal or take over the premises on the expiry of the allotment period without any notice to the licensee.
9. That I / we understand and agree that the term of allotment of Food Stall(s) for which I am/ we are submitting our tender is for a period of [5 Days i.e. from 03.03.2020 to 07.03.2020](#) except in such condition where the allotment is terminated by the ITPO on account of re-development program of Pragati Maidan as per the Notice and the period of allotment is non-negotiable and will not be extended under any circumstance on ground of any dispute and agree that said issues may be processed for financial compensation, if any.
10. That in case I am/we are allotted the food stall(s), I/we will hand over the peaceful vacant possession of the premises immediately on expiry of term or in case of early vacation of the premises due to re-development program.
11. That in case I am/ we are allotted the food stall(s), I/we shall peacefully hand over the vacant possession of the premises on termination / cancellation / revocation of allotment in accordance with the instructions issued by the ITPO in this regard and seek resolution of dispute, if any, through financial compensation only.

12. That I / we undertake and agree that we shall not resort to any unauthorized use of the premises and shall confine the permitted activities within the specified area. We also understand and agree that for any violation of these conditions and / or for use of any area outside / beyond the Food stall(s) area, the allotment will result in summary cancellation/ termination.
13. That I / we undertake and agree that the ITPO will have the right to revoke / cancel the allotment after following due procedure on violation of any terms & conditions of the allotment.
14. That I / we agree and understand that I / we will have no authority to access the premises after the expiry / termination / revocation / cancellation of allotment period.
15. That I/we undertake to pay the amounts as demanded by ITPO towards damage if caused to the food stall during the tenure of allotment/ on vacation. The amount towards damages shall be paid within three days from the date of Demand Note / Invoice.
16. I/We also undertake that none of my personnel/employee have a business or family relationship with any employee of ITPO and no one from ITPO is directly or indirectly involved in the project.
17. I/We undertake that in case we deduct TDS, an interest free refundable security deposit equivalent to the amount of TDS shall be deposited by us at the time of payment of License Fee through Demand Draft/RTGS/NEFT. The security deposit will be refunded on receipt of TDS certificate by ITPO. I/We undertake to submit the TDS Certificate soon after the TDS is paid to the Govt., but not later than 31st March, 2020, if TDS certificate is not submitted by 31st March, 2020 to ITPO, the Security Deposit equivalent to the amount of TDS shall be adjusted against our dues amount.

18. That I/we have read all the terms & conditions of the allotment (Annexure-C) and agree to abide by them in entirety.

19. That I/we agree to pay charges applicable for various services/ utilities for Food Stall(s) (Annexure 'E').

DEPONENT

VERIFICATION

Verified at Delhi on this _____ day of _____, 2020 that the contents of the above Affidavit are true and correct to my /our knowledge and no part is false and incorrect.

DEPONENT

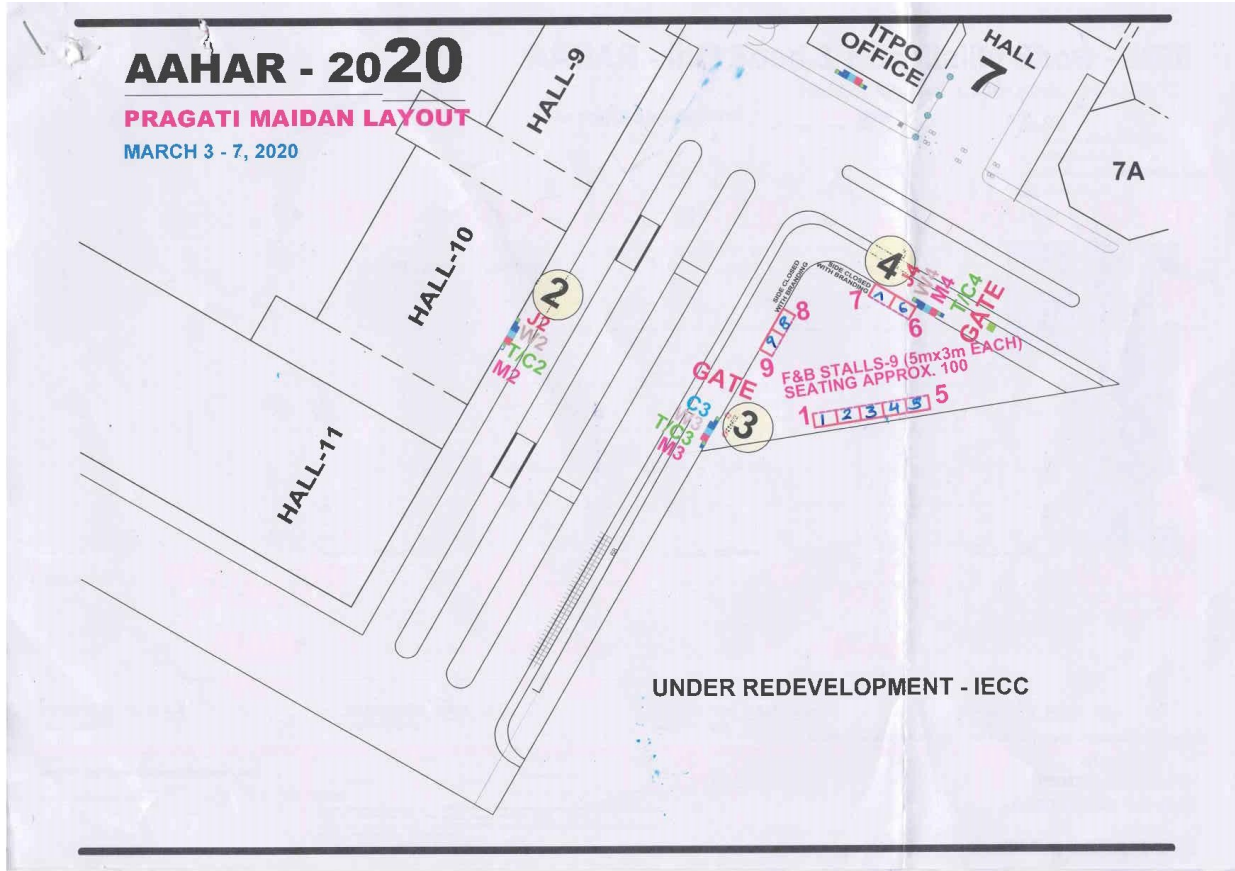
India Trade Promotion Organisation**Charges applicable for various services / utilities
for F&B Outlets**

S. No.	Services/Utilities	Rate	
1.	Electricity Charges	(a)	<u>Power connection charges:</u> Rs.238/- per KW
		(b)	<u>Power Consumption Charges:</u> Rs.240/- per KW per day, wherever meter not installed
		(c)	<u>Penal charges:</u> In case load is drawn more than the sanctioned load, penal rates will be charged @ <u>1.5 times</u> the normal rate of ITPO approved tariff.
		(d)	<u>Re-connection charges:</u> In case of power disconnection, re-connection charges as per approved tariff will be charged @ Rs.238/- per KW.
2.	Conservancy Charges	Per Food Stall	Rs.1,300/- for entire tenure per food stall

- Note:** (1) Above rates are subject to change without notice.
(2) GST@ 18% will be applicable on all the services or as prescribed by the competent authority.

---*---*---*

LAYOUT PLAN FOR FOOD STALLS



**PAYMENT DETAILS FOR TENDER FEE AND
EARNEST MONEY DEPOSIT**

Payments Details

Only online payment through **RTGS/NEFT** will be accepted.

1. Name of the Beneficiary - INDIA TRADE PROMOTION ORGANISATION
2. Name of the Bank – Central Bank of India
3. Branch Address – Pragati Maidan, New Delhi-110001
4. Account No. – 1167404133
5. Type of Account – Saving
6. IFSC – CBIN 0284078
7. MICR Code – 110016150
8. PAN NO. - AAATI2955C

MINIMUM RESERVED LICENSE FEE

Name of the Contract	Term of Contract	Area of K-11	Minimum Reserved License Fee (Excluding GST)
To Operate Food Stalls	5 Days (03.03.2020 to 07.03.2020)	Each Food Stall = 15 sqm.(5 M X 3 M)	Rs.40,000/-

The Bidder may apply for all Food Stalls. The Minimum Reserved License Fee for ONE Temporary Food Stall for entire duration of the License period of Five days i.e. from 03.03.2020 to 07.03.2020 is Rs.40,000/- (Rupees Forty Thousand Only). The bidders are required to quote License Fee for nine Food Stalls separately which should be over and above the 'Minimum Reserved License Fee' for entire duration of License Period. It is clarified that a bidder may apply for all nine food stalls by quoting license fee for each Food stall separately which should be over and above the 'Minimum Reserved License Fee' of Rs.40,000+GST for each Food Stall. The technically qualified bidder(s) who has quoted the highest License Fee over and above the Minimum Reserved License Fee for particular Food Stall will be awarded the contract and shall be considered as the successful bidder(s).

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.

3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other

accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.