



**India Trade Promotion Organization
Store Division
Prantik Building, Near Gate No.1,
Pragati Maidan,
New Delhi – 110001
Telephone No. 011-23378645/23371783
Fax No. 23371492**

Notice Inviting E-Tender (NIT)

T e n d e r N o.: 258-ITPO(20)/ST/2012-16

TENDER DOCUMENT

for

**“Installation of good branded Machine on hiring basis for Lamination of PVC
badges during ITPO’s own events/fairs at Pragati Maidan, New Delhi”**



Notice Inviting E-Tender (NIT)

No.: 258/ITPO (20)/ST/2012-2016

Dated: 12/09/2016

Sub: Installation of good branded Machine on hiring basis for Lamination of PVC badges during ITPO's own events/fairs at Pragati Maidan, New Delhi-reg.

India Trade Promotion Organisation (ITPO) invites online bids through two bid system (Technical and Commercial) for " lamination of PVC badges in Pragati Maidan, ITPO, New Delhi " from interested, financially sound, inline, experienced, reputed bidders and operating their business in the field of lamination of badges in Delhi and NCR . Manual bids shall not be accepted.

- a. The tender documents are available on our website www.indiatradefair.com (for reference only) & www.eprocure.gov.in and the same can be downloaded. However, the documents required, such as two DDs towards Cost of Tender Document and Earnest Money Deposit (Demand Draft should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited in Store Division, Prantik Building, ITPO, Pragati Maidan, before the close of time for submitting the e-tender.
- b. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATA SHEET as under.

INDICATIVE CRITICAL DATA SHEET:

Tender Notice No.	258-ITPO(20)/ST/2012-16
Published Date	12/09/2016
Bid Document Download/Start Date and Time	12/09/2016 & 10. a.m.
Bid Submission Start Date	12/09/2016
Bid Submission End Date and Time	04/10/2016 and 3.00 p.m.
Opening of Technical Bids and Time	05/10/2016 and 2.30 p.m.
Communication Address	Manager, Store Division, Prantik Building , Pragati Maidan, New Delhi-110001
Feel free to Contact regarding query, if any	Desk No.: 011-2337 1783/8645
To get the copy of tender documents	kindly visit the <u>tender section</u> of corporate website (http://www.indiatradefair.com)

- c. 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.
- d. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) will be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- e. Tenderers who have downloaded the tender from the ITPO's web site www.indiatradefair.com and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD will be forfeited and tenderer is liable to be banned from doing business in future with .
- f. Intending Tenderers are advised to visit once again website www.indiatradefair.com and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

g. E M D and Tender Cost:

Earnest Money Deposit and Tender Cost are to be deposited electronically by NEFT/RTGS in the account of ITPO at the below mentioned details or DD in favour of India Trade Promotion Organisation payable at New Delhi. Bidders are required to submit the details of EMD & tender cost at the time of Bid Preparation.

BANK Details for E M D Payment and tender cost through NEFT/RTGS:

Sr. No.	Name of the Beneficiary	:	India Trade Promotion Organisation (ITPO)
01	Name of the Bank	:	Central Bank of India
02	Branch Address	:	Pragati Maidan, New Delhi-110001
03	Account No.	:	1167404133
04	Type of Account	:	Saving
05	RTGs Code	:	CBIN 0284078
06	MICR Code	:	110016150
07	PAN No.	:	AAAT12955C

h. The Hard Copy of original instruments in respect of earnest money & tender cost, must be delivered to the Manager(Store), Prantik Building, India Trade Promotion Organisation, Pragati Maidan, New Delhi — 110001 (India) on or before bid opening date/time as mentioned in critical date sheet. Tenderers shall likely to be liable for legal action for non-submission of original payment instruments, like DD/RTGS etc., against the submitted bid.

i. Bids will be opened as per date/time as mentioned in the **Tender Critical Data Sheet**. After online opening of Technical-Bid, the results of their qualification as well Price-Bid opening will be intimated latter.

Submission of Tender:

The tender shall be submitted online in Two parts", viz., technical bid and financial bid. All the pages of bid being submitted must be signed wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/E-mail shall not be considered. No correspondence will be entertained in this matter.

Technical Bid (Check list):

The following documents are to be self attested and furnished by the Contractor along with **Technical Bid (Annexure-I)** as per the tender document (As applicable):

- i) Scanned copy of PAN No. as per the Tender documents.
- ii) Scanned copy of previous three years Income-tax / VAT tax return / latest VAT Clearance Certificate, TIN No,
- iii) Scanned copy of audited Balance sheet plus profit and loss account of last three years audited by certified CA.
- iv) Scanned Copy of self-attested copy of Partnership deed as per the tender documents, if any.
- v) Scanned copy of documents like Earnest Money Deposit & Tender Cost.
- vi) Scanned copy of Tender Acceptance Letter (Annexure-II)
- vii) Scanned Copy of format of Power of Attorney for the Authorized Signatory (Annexure-III)
- viii) Scanned Copy of blacklisting certificate in this regard (Annexure-IV)
- ix) Scanned copy of unqualified undertaking for accepting the terms and conditions, scope of work (Annexure-V).

Price Bid/Financial Bid:

- (a) Price bid undertaking(Annexure-VI)
- (b) Schedule of price bid in the form of BOQ_XXXX .xls./ pdf. Format.(Annexure-VII)

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bid electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders on registering into the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids through online on the CPP Portal. More information useful for submitting through 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 e-mail 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 / n-Code / e-Mudhra 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 into 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 / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender- ID assigned against each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- 4) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
 - 1) 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.
 - 2) 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.
 - 3) 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 date & 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 "off-line" to pay the tender fee / EMD as

- applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD & tender cost 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 opening the tender by the authorized bid openers.
 - 9) Upon the successful and timely submission of bids (i.e. 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.

Date: 12/09/2016
Place: New Delhi

Manager (Stores)

I) Scope of the work:

This tender means for the purpose of lamination of badges for various ITPO's own fairs/events including mega event IITF.

The scope of contract covers the following :

- ✓ The contractor will supply the required lamination machines of any make/brand.
- ✓ 6-7 lamination vendor machine is required to be supplied and installed within ITPO's office Premises.
- ✓ Arranging good quality PVC pouches
- ✓ Skilled and trained operator
- ✓ Tools and tackles
- ✓ Bearing deputation cost of operator from his/her pocket
- ✓ Installation charges
- ✓ Maintenance and servicing cost etc.

II) Minimum Eligibility Criteria:

1. To attach/upload scanned copy the followings submitted along with e-tender document through on-line :
 - Profit-loss statement+ balance sheet for three years certified by authorized CA,
 - Last three years Income Tax Certificate/ VAT Return,
 - PAN Card & TIN Certificate,
 - EMD and Tender cost
 - Copy of Tender Acceptance Letter (Annexure-II)
 - Copy of format of Power of Attorney for the Authorized Signatory (Annexure-III)
 - Copy of blacklisting certificate in this regard (Annexure-IV)
 - Copy of unqualified undertaking for accepting the terms and conditions of the tender documents (Annexure-V).
2. The Bidder should have turnover not less than 'two lakhs /- (Rupees two lakh only) for three years.

III) Instructions to the bidder:

1. If the successful firm (tenderer) also undertakes identical work in other Ministries/ Departments at rates lower than the rates approved / accepted by ITPO, the firm shall have to charge at those rates from this office as well.

2. Process to be Confidential:

Information relating to the examination, evaluation and comparison of Bids and the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

3. If any information furnished by tenderer is found to be incorrect or false at any time, the tender will be liable to be terminated without any notice and the bid security deposit/EMD is liable to be forfeited.

4. The bidders should **note** that the sealed envelope containing original EMD and Tender cost, duly super- scribed “**Quotation against Tender No. – 258-ITPO(20)/ST/2012-16 dated 12/09/2016 for hiring of agency for lamination of badges on rental basis within ITPO Office Premises**”, will be dropped/deposited by yourself/your representative in tender box , kept in **Store Division, Prantik Building , Near Gate No. -01, Pragati Maidan, ITPO, New Delhi-01**, by **3. pm on or before 04/10/2016** Quotations received after stipulated date/time shall under no circumstances be entertained.

5. Submission of EMD and Cost of Tender Application:

The Earnest Money Deposit (EMD) of Rs. 5, 000 /- (Rupees five thousand only) and cost of tender application of Rs. 200 /- in the form of account Payee Demand Draft drawn on any scheduled commercial bank shall be made in favour of “India Trade Promotion Organization, payable at New Delhi. The EMD should be valid for a period of forty-five days beyond the final bid validity. Earnest Money Deposit in any other form will not be accepted.

6. The date of the demand draft will be after the publication of this tender, but on or before the last date of submission of tender.

7. The cost of tender application is non-refundable and non-transferable.

8. The EMD is free of interest.

9. RETURN OF EMDs:

Bid Securities/EMD of the unsuccessful bidders, without bearing any interest shall be returned to them at the earliest after expiry of the final bid validity and latest on or before 30th day after the award of the contract.

10. EMD shall be refunded to the successful bidder on receipt of the performance guarantee as decided.

11. No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by this Office in respect of any previous work shall be entertained.

12. The bidders are permitted to tender on the explicit understanding that they shall not be entitled to resale from their offer or modify the terms and conditions given herein or back out the quoted rate within the bid validity period, once the same have been received by this office. If tender is withdrawn/ amended or impaired or any further conditions are imposed by the bidder within the bid validity period, the earnest money deposited shall be forfeited without prejudice to any other right or remedies by this office for such breach on the part of the bidder.

13. The bids without Earnest Money and cost of tender application shall be summarily rejected.

14. No claim shall lie against the ITPO in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

15. FORFEITURE OF EMD:-

If the successful bidder/agency fails to furnish the above performance guarantee and also fails to execute the Agreement, then EMD (Earnest Money Deposit) will be forfeited.

16. PERFORMANCE GUARANTEE:

The successful bidder, including MSME Parties, SC/ST Entrepreneurs owned by MSME or DGS&D registered agency shall have to furnish a Performance Guarantee or Performance Security Deposit of Rs. 10, 000 /- (Rupees ten thousand only) in the form of account payee demand draft in favour of the India Trade Promotion Organisation, payable at New Delhi within ten days after placing award of work. This receipt is only for successful performance during the period of contract. The performance guarantee will be returned after successful completion of the contract period and after adjusting dues, if any. Also No further interest will be paid by ITPO to the successful bidder on the part of the performance guarantee.

17. FORFEITURE OF PERFORMANCE SECURITY DEPOSIT:

In case of any breach or lapse on the part of the Agency, ITPO will be entitled to invoke the Performance Security without any objection from the Agency in any manner. The Performance Security shall stand forfeited, if a bidder withdraws or amends the bid /tender or fails to sign the agreement or accept the contract within the stipulated period.

18. OPENING OF PRE QUALIFICATION BID/TECHNICAL BID:

The Pre-Qualification Bid / Technical Bid will be opened in the presence of the Evaluation Committee Members duly constituted by the Competent Authority of ITPO as per schedule, mentioned in the Tender Document.

19. How to quote Rate:

The bidders should quote the most competitive rates per unit basis in Indian Rupees for all the activities/items mentioned in financial bid (Annexure-VII). The bidder not quoting the rates for all the activities shall not be eligible and therefore will be rejected. The bidder submitting the financial bid in any form other than Financial Bid shall not be considered and therefore rejected. This rates quoted should be valid minimum four months from the date of opening of financial bid

20. Signing of Tender: Individual signing the bids or other documents connected with Contract must specify whether he signs as:-

- A “sole proprietor” of the concern or constituted attorney of such sole proprietor.
- A partner of the firm, if it be a partnership firm, in which case must have authority to execute Contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership

agreement or by a power of attorney duly executed by the partners of the firm.

- Director or Principal Officer duly authorized by the Board or Directors of the Company, if it is a Company.

N.B.:-

In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.

In the case of partnership firms, where no authority to refer disputes concerning the business of partnership firm has been conferred on any parties the bids and all other related documents must be signed by all partners of the firm.

A person signing the bidding form or any documents forming part of the bids on behalf of another person should have an authority to bid on behalf of such other person and if, on enquiry it appears that the persons so signing had no authority to do so, ITPO may, without prejudice to its rights whatsoever cancel the Contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

The bidder must sign and affix his/his firm's stamp at each page of the bids and all its annexure as the acceptance of the offer by the bidder shall be deemed as a Contract and no separate formal Contract will be drawn. No page should be removed/ detached from this bidding document. (This sub-clause will not be applicable in cases where signing of a separate agreement is considered by ITPO for necessary action.

21. ITPO shall be requiring the services of registered agencies/firms for the work of lamination of badges in the office premises of ITPO, Pragati Maidan, on hire basis.

22. Parties: The parties to the Bid shall be the Bidders/Contractors, both wards being used interchangeably, (to whom the work has been awarded) and the office of ITPO.

23. Addresses: For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to ITPO. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

24. E-Tender shall be permitted in official tender form only. If submitted in any other form, the same shall be summarily rejected. No tenderer shall be issued more than one tender form.

25. In case L-1 is more than one, then the Technical Qualification of the tenderer will be the criteria and the decision of ITPO will be final and binding. Conditional Bids/Vague offers like "Duties as applicable" shall not be considered.

26. RELAXATION OF TERMS AND CONDITIONS

ITPO is empowered to relax/amend/withdraw any term or condition mentioned herein during selection of bid process.

27. REJECTION OF BIDS:

The ITPO reserves the right to accept or reject any bid or all the bids either fully or partly without assigning any reasons OR ANNAL/SCRAP the bidding process and reject all bids, at any time prior to the award of contract without assigning any reasons therefor.

28. Right of Acceptance:

ITPO reserves all rights to reject any bids including of those bidders who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids since due weightage shall be given to several factors (as shall be decided by ITPO) besides the commercial bid. The decision of the Competent Authority of ITPO in this regard shall be final and binding on the party.

29. Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render prejudice to the bidder's bids liable for rejection.

30. The Competent Authority of ITPO reserves the right to award any or part or full Contract to any successful agency at its discretion and this will be binding on the bidders.

31. In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the Contract, the Competent Authority of ITPO reserves the right to award the Contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial Contract and this will be binding on the bidders.

32. An unconditional acceptance to the terms and conditions of the bidding document should be furnished by the Bidders. The Bidders shall ensure that they should not impose their own conditions in the bidding document which shall be discouraged by this office and such bids are liable to be declared as INVALID and hence be REJECTED. No claims of the Bidders in this regard shall be entertained whatsoever by the competent authority of ITPO.

33. PERIOD OF CONTRACT:

The Contract, if awarded, will be initially for a period of one year from the date of award which is further extendable up to another one year at the sole discretion of the competent authority of ITPO subject to continuous satisfactory performance of the Contractor. However, in case of failure or breach of any/ all terms and conditions of the Contract by the Contractor, ITPO shall have the right to terminate the Contract forthwith in addition to forfeiting the security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of ITPO. However, in case of extension of Contract, a written mutual consent will be necessary in the line of accepting the same rate and terms and conditions of the said tender. The willingness for extension of contract must be given to the ITPO at least two months before the date of expiry of agreement. If no willingness is received in the stipulated period, the ITPO will be at liberty to make its own arrangement.

34. Penalty:

- a) In cases of negligence in performing duties or as agreed in the Contract by the Contractor, ITPO shall be at liberty to get the required services from other alternative sources at the cost and risk of the Contractor and shall make deductions from the bills preferred by the Contractor or that may become due to the Contractor under this or any other Contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of ITPO.
- b) For misbehavior of the worker Rs. 500/- will be imposed per default and maximum penalty as decided by the Competent Authority.
- c) For causing damage to the public property: Two times the market value of the damaged property or Rs.5000/- whichever is higher will be levied.
- d) For persistent breach or unsatisfactory services- Termination of contract along with forfeiture of performance security and blacklisting.

35. Disclaimer: Any person who is in government service or an employee of ITPO should not be made partner to the contract by the bidder directly or indirectly in any manner whatsoever. The near relatives of employees of ITPO are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- a) Members of a Hindu Undivided Family.
Their husband or wife.
- b) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

36. Insolvency:

The competent authority of ITPO may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following events, that is to say:-

If the Contractor being an individual or if firm, any partner in the Contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

If the Contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

If the Contractor commits any breach of this Contract not herein specifically proved for, provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the Contractor shall be liable to pay the purchaser for any extra expenditure, he/she is thereby put to, but shall not be entitled to any gain on repurchased.

37. Breach of Contract:

In case of breach of any of terms and conditions of the Contract that are specified in the bidding document, the Competent Authority of ITPO shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by ITPO in that event and the security deposit shall be forfeited.

38. Sub-letting of Work:

The Contractor shall not engage any sub-contractor or sublet, transfer or assign the Contract or any other part thereof to any other person/firm/agency without prior written permission of the competent authority of ITPO. The tenderer shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise. In the event of the Contractor contravening this condition, competent authority shall be entitled to place the Contract elsewhere on the Contractor's risk and cost and the Contractor shall be liable for any loss or damage, which ITPO may sustain in consequence or arising out of such replacing of the Contract.

39. Validity of bids: The bidder shall be a valid for a period of **120** days from the date of opening of the financial bids.

40. Assistance to Contractor: The Contractor shall not be entitled to assistance either, in the procurement of materials or for providing services required for the fulfillment of the Contract or otherwise.

41. Terms of payment:

a) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

Payments shall be made based on the actual number of laminated badges covering with PVC standard pouches to be certified by concerned officer and thus there is no minimum guarantee given by this Office for the volume of the number of lamination of badges. The Contractor shall submit the bill in duplicate after the satisfactory completion of the works attended after completion of IITF or other fair.

b) All dues shall be made by mode of e-payment system, for which the contractor will have to submit an ECS details in a prescribed mandate form, after deducting TDS, as per the rules of the Government and as applicable from time to time.

c) ITPO shall be at liberty to withhold any of the payments in full or in parts subject to recovery of penalties

d) The term 'payment' mentioned in this para includes all types of payment due to the Contractor arising on account of this Contract excluding Earnest Money and Security Deposit governed by the separate clauses of the Contract.

42) Contractual obligations on the part of Contractor:

a) The latest brand and good quality lamination machines should be supplied and installed by the Contractor at his/her own expenditure.

b) The Contractor should ensure good quality service during the currency of Contract. In case if it is found at a later stage that sub-standard/ inferior quality items supplied, necessary action will be taken against the Contractor including forfeiture of the

Performance Security and debarring them from quoting future bids.

c) The lamination machines shall be the sole property of the Contractor.

d) The Contractor shall provide hired services to ITPO and shall also ensure that the PVC pouches/consumable/ skilled man power / any spare parts of the machines will be borne by the agency. Thus the bidder shall be responsible for all maintenance of the machine except electric and free space merely provided by ITPO at free of cost during the entire contract period. All repair and maintenance cost and costs of parts of replacement will sole be borne by Contractor.

e) While all endeavors shall be made by this office to ensure the machines of the Contractor free from any physical damages that are occurred in this office, the responsibility for replacement of the same shall be made by the Contractor without any extra cost.

f) The tentative number of lamination machines to be hired is four **(06-07)**, which is liable to increase or decrease at the sole discretion of the competent authority of this office during the currency of the Contract and the bidders shall have to supply/ lift off/ shift from one place to another within the premises of Pragati Maidan as and when required by this office during the Contract.

g) No price escalation shall be entertained during the currency of the Contract in the event of revision of the any statutory taxes by the government of India.

h) Rental Charges shall be net F.O.R. destination inclusive or freight handling and packing charges, insurance, maintenance etc.

i) It will not be obligatory for ITPO to accept the lowest quotation and no explanation shall be given for the cause of rejection of quotation of any tenderer. No such obligation on the part of ITPO is also to inform the unsuccessful tenderers of the outcome of the tender process.

j) Bid should be free from Correction, overwriting and erasers. Corrections if any must be counter-singed. All prices should be indicated both in words as well as in figures.

k) ITPO reserves the right to split the order for individual items(s) with different bidders and also increase/decrease the quantities.

l) The contractor shall not employ any person who has not completed eighteen years of age.

m) The tenderer shall comply with all the statutory provisions as laid down under various labour laws/acts/rules. In case of non-violation of any such statutory rules/laws /acts, there will not be any liability upon ITPO.

n) ITPO will be under no legal obligation to provide employment to any of the personnel of the tenderer during / expiry of agreement period and ITPO recognizes no employer-employee relationship between ITPO and the personnel deployed by the Tenderer/agency.

o) The prices quoted should be inclusive of all charges and excluding statutory taxes, as applicable, which are to be paid extra.

p) After expiry of contract period or on order of Competent Authority in between the contractor shall carry back his machine with accessories through gate pass and the cost of return shall be borne by the contractor.

q) If at any time during of the contract, it comes to the notice of ITPO, that the agency/Contractor misbehaved by way of giving incorrect/false information, which have been material in the award of the contract to him/her, the contract shall be liable for termination besides other legal action which may be initiated against the contractor.

- r) Executions of job should be of standard quality, neat and accurate according to the specifications of the machines where ITPO is satisfied. If the execution of the job assigned is not up to the standard, suitable deductions will be made
- s) The work will be exercised as per schedules of ITPO's own fair/events and is to be carried out in the premises of ITPO.
- t) The lamination machine would be used only for only for IITF and other ITPO own events.
- u) Only good, transparent and quality pouches should be used, the bar coding machine will able to read the laminated badges at the time of entry into Pragati Maidan.

43) AGREEMENT/CONTRACT:

The parties to the contract i.e. ITPO and successful bidder shall have to enter into a contract by formal signing of the agreement on Rs. 100/- non-judicial stamp paper within one month of the receipt of notification of award. While submitting, the successful bidder shall have the correct amount to stamp duly adjudicated by Superintendent of Stamps and this will be effective from the date of signing.

44) TERMINATION OF AGREEMENT:

In case of excessive errors and if ITPO is of the view that the work has not been performed satisfactorily and cannot be performed by the Agency, ITPO at its discretion may terminate the agreement without any prior notice and in that case ITPO would not be liable to pay any amount on any account to the Agency.

If the work of the agency is not found satisfactory or any breach is noticed or any manipulation is reported to or noticed by this office, ITPO reserves the right to cancel the contract and/ or forfeit performance guarantee submitted by the agency and/ or to take legal action including black listing the agency, at any point of time during the period of contract.

The agency shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms and conditions, the agreement shall be liable to be cancelled immediately and the performance guarantee shall also be forfeited and the agency will not be entitled to any amount payable to them under this contract.

45) RECOVERY:

The ITPO reserves the right to recover amount paid in excess during the contract from any other work or source after the contract, if found paid excess

46) The successful contractor's staffs, so deputed, shall not divulge/disclose to any person, regarding any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters.

47) The contractor shall ensure punctuality, cleanliness, obedience, promptness, proper conduct and integrity of the personnel in the office premises, and enforce prohibition of

consumption of alcoholic, drinks, smoking, loitering without work failing to do so, the security deposit will be forfeited and contract will be cancelled forthwith by serving notice by the Competent Authority and will also be barred to participate in the future tender.

48) All instructions, notices and communications etc. under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.

49) JURISDICTION OF COURT:

All matters connected with this tender shall be governed by the Indian Law both substantive and procedural for the time being in force and shall be subject to the exclusive Jurisdiction of the Indian Court at Delhi/New Delhi.

50) FORCE MAJEURE:

Notwithstanding the provisions of the tender, the Agency shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the Agency and not involving the Agency's fault or negligence and not foreseeable. Such event may include, but are not restricted to, acts of the client either in its sovereign or contractual capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a force Majeure situation arises, the qualified agency shall promptly notify ITPO in writing of such conditions and the cause thereof. Unless otherwise directed by the ITPO in writing, the Agency shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force Majeure event. ITPO may terminate the contract, by giving a written notice of one month to the agency, if as a result of Force Majeure, the agency being unable to perform a material portion of the services for a period of more than 30 days.

51) ARBITRATION:

In the event of any dispute or differences between the firm and the this office, whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to;

- a) the construction of the terms and condition:
- b) the respective rights and liabilities of the parties hereto thereunder ;

- c) any matter or thing out of or in relation to or in connection with these terms and conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as ITPO, New Delhi, and the Contractor may nominate and the decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of Arbitration and Conciliation Act 1996 shall apply.
- d) The Contract shall be subject to the jurisdiction of competent courts of laws at Delhi / New Delhi.

Manager (Store)

ANNEXURE-I**PRE-QUALIFICATION / TECHNICAL BID**
(To be submitted in firm's own letter head)

Sr. No.	Description of Facts	Documents to be enclosed/ Information to be shared
01	Name of Agency	
02	Name of the Authorized persons, who may sign on the tender documents	
03	Full Communication (Postal) address of the Agency/Firm	
04	Telephone Nos. Office	
05	Telephone Nos. of Residence	
06	Mobile No. :	
07	e-mail id	
08	Legal Status: Please specify as to whether Agency is a sole proprietorship or partnership firm or company (Pvt. Or Public) or any other form etc.	
09	Value Added Tax (VAT) or TIN No. (Certificates to be scanned and attached)	
10	Whether Agency or any other entity with which any of its Director / Partner or proprietor etc. are/have been associated or any Director/Partner etc had ever been convicted for any offence by any court of Law at any point of time. Give details, if any.	
11	Whether agency or/and its Directors/ Partners have ever been Blacklisted/ debarred by ITPO at any point of time. Give details, if any.	Yes/No
12	Registration Certificate in support of Permanent Account Number (PAN)/TAN No. (Attach Proofs, duly signed by authorized person and stamped by seal of Agency)	

13	Details of Earnest Money Deposit (Enclose Demand Draft)	Draft No.
		Date
		Issuing Bank
		Branch
		Amount
14	The Annual Turnover at minimum Rs. 2 lakh per year for the 3 years. Please attach the proof of audited profit & loss account as well as balance sheet of each year, duly signed by the authorized person and stamped by seal of Agency).	
15	Whether Agency and or its Directors/partners etc. are black listed by any Government Department/ Organization as on date. Give Details, if any.	Yes/No
16	Accepted the terms and conditions of the said tender notice.	Yes/No
17	Details of Cost of tender Application (Enclose Demand Draft)	Draft No.
		Date
		Issuing Bank
		Branch
		Amount
18	Last three years ITR Return attached	Yes/No

This is to certify that I/We before signing this bid have carefully read the contents of the Bid Document and fully understood all the terms and conditions contained therein and undertake myself/ourselves to abide by the same.

I/We hereby declare that the information/facts provided is true, correct and to best of my/our knowledge and belief.

In case any information/facts found to be incorrect, misleading or factually wrong, ITPO is empowered to take any decision/action, as deemed fit.

Note: Please strike out Not Applicable **(N/A)** against the column, which does not relate, while filling up the above formats

Date:

Place:

Signature of Bidder

Name of Bidder

Name of the firm/agency

Seal of Bidder

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,

The Manager
Store Division
India Trade Promotion Organisation
Prantik Building
Pragati Bhawan, Gate No.1
Pragati Maidan, New Delhi-110001

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 258-ITPO (20)/ST/2012-16

Name of Tender / Work: Installation of good branded Machine on rental basis for Lamination of PVC badges during ITPO's own events/fairs at Pragati Maidan, New Delhi.

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely as per your advertisement, given in the above mentioned website(s).

1. *I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. To... (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.*
2. *The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.*
3. *I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.*
4. *I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.*
5. *I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.*

Date:
Place:

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

(To be submitted in Firm's own letter head)

Tender No: 258-ITPO (20)/ST/2012-16

Dated 12/09/2016

To

The Manager
Store Division
India Trade Promotion Organisation
Prantik Building
Pragati Bhawan, Gate No.1
Pragati Maidan, New Delhi-110001

Sub: Installation of good branded Machine on hiring basis for Lamination of PVC badges during ITPO's own events/fairs at Pragati Maidan, New Delhi.

Dear Sir,

With reference to tender No. 258-ITPO(20)/ST/2012-16 dated 12/09/2016 we hereby, authorize the following person as authorized signatory to carry out necessary bid formalities with ITPO with reference to this tender and authorize to sign the bid documents and contract / agreement with ITPO.

Thanking you,

Yours faithfully

Place:

Date:

(Signature with Company's seal)

Name:

Designation:

UNDERTAKING

(To be submitted in Firm's own letter)

It is certified that my firm/agency/company has never been black listed by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on date.

Signature of the Tenderer: _____

Place:

Name of the Signatory: _____

Date: __/__/

Name of the Firm/agency:

Seal of the Firm/Agency:

UNDERTAKING

(To be submitted in Firm's own letter head)

1. I, the undersigned certify that I have gone through the terms and conditions, scope of works mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other department in India.
3. I/We give the rights to the Competent Authority of ITPO to forfeit the EMD/Security Money deposited by me/us if any delay on my/agent's part or fail to supply the articles within the appointed firms of desired quality.
4. I hereby undertake to supply the items, as per directions given in the tender notice/supply order within stipulated period.

(Signature of the Tenderer)

Place: _____ Name of the Signatory: _____

Date: _____ Name of the Firm/agency _____

Seal of the Firm/Agency _____

ANNEXURE-VI

PRICE BID UNDERTAKING
(To be submitted in Firm's own letter head)

Tender No.: 258-ITPO (20)/ST/2012-16

Dated: 12/09/2016

From: (Full Name and address of the bidder)

To:

The Manager
Store Division
India Trade Promotion Organisation
Prantik Building
Pragati Bhawan, Gate No.1
Pragati Maidan, New Delhi-110001

Dear Sir,

1. I submit the Price Bid for and related activities as envisaged in the bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer at the rates as indicated in the Price bid, Annexure-VII exclusive of all applicable taxes.

Yours faithfully

(Signature of the Authorized Representative)

Place:

Name of the Signatory _____

Date: __/__/

Name of the Firm/agency _____

Seal of the Firm/Agency _____

PRICE BID
(To be submitted in firm's own letter head)

Sub: Installation of good branded Machine on hiring basis for Lamination of PVC badges during ITPO's own events/fairs at Pragati Maidan, New Delhi.

JOB DESCRIPTION SHEET:

Sr. No.	Description of works	Quoted rate per single piece (laminated badges) in Rs.	Applicable Taxes/VAT in Rs.	Remarks, if any
01	Supply and Installation of lamination of machines with standard quality PVC Pouches Specification of laminated badges: (Vertical size 11.5 c.m. x Horizontal size 9.5 c.m.)			

Note:

1. The bid evaluation would be upon the price, which is exclusive statutory applicable taxes, shall be paid extra.
2. The number of lamination machines to be supplied and commissioned along with duration of works & utility would be nominated to the successful bidder separately.

Date:

Place:

(Authorized Signature along with seal)

(Name & Designation of the Bidder)