



**India Trade Promotion Organization
Stores Division
Room Number-129,
Near Hall No.12&12(A),
Pragati Maidan,
New Delhi – 110001**

Notice Inviting Tender (E-NIT)

T e n d e r N o.: 254-ITPO(3)/ST/2020

Tender Document

for

“To hire an agency on rate contract for Dry-Cleaning and Washing and Shampooing of various types of Sofa, Chair, other furniture items & other usable items.

Sub: To hire an agency on rate contract for Dry-Cleaning and Washing and Shampooing of various types of Sofa, Chair, other furniture items & other usable items.

India Trade Promotion Organization (ITPO), a Govt. of India Enterprises, invites online bids through two bid system (Technical and Commercial) from reputed financial sound registered agencies/firms within the National Capital Territory of Delhi (except those who have been specially blacklisted by the Ministries/Departments for non-performance) having the requisite competence /capacity to undertake the jobs relating in the field of Washing & Dry-Cleaning in ITPO. 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 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.	254-ITPO(3)/ST/2020
Bid Document Download/Start Date and Time	28/07/2020
Bid Submission Start Date	28/07/2020
Bid Submission End Date and Time	19/08/2020 and 1.00 p.m.
Opening of Technical Bids and Time	20/08/2020 and 3. p.m.
Communication Address	Manager, Stores Division, Room Number-129, Near Hall Number-12&12(A), ITPO 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 tempered/ 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 of Rs. 6250 /- (Rupees Six thousand two hundred and fifty only) and Tender Cost of Rs. 590.00 (Rupees five hundred ninety only) inclusive GST are to be deposited electronically by NEFT/RTGS in the account of 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 payment related to E M D 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.	:	AAATI2955C

h. The Hard Copy of original instruments in respect of EMD and Tender Cost, must be delivered to the Manager(Store), Stores Division, Room Number-129, Near Hall Number-12 & 12(A), 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, sealed 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 scanned and self-attested documents are to be self-attested and furnished by the Agency along with Technical Bid (Annexure-I), as per the tender document (as applicable):

- i. Copies of PAN Certificate GST registration Certificate.
- ii. Scanned copy of said bank instrument like Earnest Money Deposit & Tender Cost.
- iii. Scanned copy of last three years Income-tax return,
- iv. Copy of self-attested Partnership deed, as per the tender documents, if any.
- v. Copies of contracts/award of work order issued from any Central Govt. or State Govt, as per the Tender documents (Annexure-II) during three years in the similar field. Here Certificate/proof at minimum three years' experience in similar field. Here Similar field means dry-cleaning/washing/shampooing of office furniture and other usable items.
- vi. Scanned copy of Balance sheet plus profit and loss account of last three years audited by certified CA. (Annexure-III)
- vii. The registered office as well as workmanship office of bidding firm/Agency (i.e. the bidder) should be located in Delhi/New Delhi/NCR Region. The Bidder is required to upload the proof of office address along with telephone number during the online bid submission.

- viii. Copy Performance Certificate from any previous & Present clients (any govt. department) during previous three years.
- ix. Scanned copy of Tender Acceptance Letter (Annexure-IV)
- x. Scanned Copy of format of Power of Attorney for the Authorized Signatory (Annexure-V)
- xi. Scanned Copy of blacklisting certificate in this regard (Annexure--VI)
- xii. Scanned copy of unqualified undertaking for accepting the terms and conditions, (Annexure-VII).

Price Bid/Financial Bid:

- (a) Price bid undertaking(Annexure-IX)
- (b) Schedule of price bid in the form of pdf. Format.(Annexure-X)

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 bidderEnrollment**" 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:

- 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 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: 24/07/2020

Manager (Stores)

Place: New Delhi

I. SCOPE OF WORK:

- i) This tender calls for the purpose of washing, shampooing and dry-cleaning of various types of office sofa, chairs other furniture accessories and other useful items at Pragati Maidan, ITPO, New Delhi.
- ii) Scope of Contract includes providing routine washing and dry-cleaning services, attending to any call/notice from Stores Division, ITPO, as and when necessity occurs either during the pre-preparatory of IITF or any other occasions/regular activities/events.
- iii) The bidder should collect, deliver and fix the dry-cleaned clothes etc. in the central ware house through their man power. Unfavorable weather shall not be ground for any relaxation of the time frame of delivery.
- iv) The normal period for performance of work will be at maximum of five working days from the date of picking articles from central ware house. The period can be shortened with prior notice, depending upon the circumstances.
- v) Only such works, which cannot be done in the office premises, would be allowed to be done outside with due permission. No extra charges will, however, be payable on this ground.
- vi) The contractor will not attend any job directly himself unless directed/ordered by the Stores Division. Job slip/card in the proper prescribed format may also be obtained from the concerned officials/officers with proper seal and signed for the job attended.
- vii) The agency shall use high quality and environment friendly washing detergents, reagents, disinfectants, softener, whitening agents, for maintaining softness, and durability of linens being washed/ dry-cleaned.
- viii) The agency shall use only mild scent for the linens /fabrics. Woolen/quilt and silk items shall only be dry-cleaned.
- ix) The agency should have electro-mechanical washing and drying facility. Washing /drying by hand shall not be acceptable.
- x) If any item is delivered damaged/deteriorated/turned/lost after being washed/dried/treated/ironed/dry-cleaned by the agency then the material shall be rejected by ITPO. In such cases the agency shall be either to replace the same with fresh ones same brand/quality or pay for price of such items at relevant market price. The decision of ITPO in this regard shall be final and binding on the agency.
- xi) Further the contract shall also include providing all technical help, skilled man power, tools and tackles etc.
- xii) Frequency of work: To make dry-cleaning, washing and shampooing each office furniture and other office items, scheduled in Price Bid once in a three months.
- xiii) Standard universal precautions to be followed while collecting & handling soiled/infected linen items.
- xiv) The service provider will be responsible for safe disposal of left chemicals & other washing materials and other garbage produced in laundry, as per the norms of government of India/local administration of state department.
- xv) The laundry service includes various activities such as sluicing, washing, hydro-extraction, drying, minor repairing, ironing/calendaring/finishing, storing and delivery of cleaned linen as applicable.

II) MINIMUM ELIGIBILITY CRITERIA:

Please upload scanned and self- attested documents as per details given below:

1. The bidder should attach and upload Tender Cost of Rs. 590/- (Rs. Five Hundred ninety only) and EMD of Rs. 6250/- (Rs. Six thousand two hundred and fifty only) in the form of account payee demand draft drawn on any nationalized or scheduled commercial bank in the name of "India Trade Promotion Organization", payable at New Delhi. Tender received without prescribed EMD and tender cost will be summarily rejected.

2. The Registered/Business Office and Laundry Office of bidding firm/agency(here bidder) should be located in Delhi/New Delhi/NCR Region. The Bidder is required to declare in its letter head towards office address along with telephone during on-line bid submission. Under no circumstances, firm/agency locating outside of Delhi/NCR could not be considered and their application will not be summarily rejected.

3. The firm/agency should have at least one/two skilled and experienced manpower/worker, whose job is to carry-out the dry-cleaning/washing/shampooing related office items within stipulated time period. However, in case of emergency/urgency, the successful bidder will have to provide the services even beyond office hours/holiday for which no extra payment shall be made. The bidder should affix one declaration in its firm's letter-head to this effect.
4. Copy of Performance Certificate from any previous government department and present clients for three years.
5. The bidder must submit/upload self-attested copies of at least three years' work order/work experience, as a proof of similar work done in any PSU, Central /State Government Organization or subsidiary / joint venture / Regulated Company thereof, or a reputed private company etc. (Annexure-II). Here Similar field means dry-cleaning/washing/shampooing of office furniture and other usable items.
6. To attach/upload scanned copy the followings submitted along with e-tender document through on-line :
 - The Bidder should have valid MSME Certificate/Start-Up India Certificate, if any, to avail relaxation of EMD and Tender Cost.
 - The bidder should have valid registration under EPF & MP Act, 1952 and ESI Act, 1948. Copies of valid registration ESI and EPF Certificates are duly certified by authorized signatory
 - Last three years Income Tax Certificate,
 - PAN Card Certificate,
 - GST Registration Certificate
 - Copy of self-attested Partnership deed as per the tender documents, if any. Provided 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 or 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 e-bid.
 - Scanned copy of Tender Acceptance Letter (Annexure-IV)
 - Scanned Copy of format of Power of Attorney for the Authorized Signatory (Annexure-V)
 - Scanned Copy of non-blacklisting certificate in this regard (Annexure--VI)
 - Scanned copy of un-qualified undertaking for accepting the terms and conditions, (Annexure-VII).
 - Name of the firm, name of the proprietor, address, telephone No., Email id., must be provided in company's letter head to this office. The owner of firm should be available on his/her own direct telephone (office as well as residence) and also on mobile phone (Annexure-I).
 - The Bidder should sign and seal the whole tender documents, as a proof of having token of acceptance of terms and conditions thereat.
7. The Bidder should have turnover or sales volume at least five lakhs (Rupees five lakh only) or more per annum relating which Profit-loss statement+ balance sheet for last three years (F/Y 2018-19, F/Y-2017-18 and 2016-17) duly certified by authorized CA, (Annexure-III).

Note: The tenders of those Bidders who do not fulfill above minimum eligibility criteria are liable for rejection.

III) General Terms and Conditions:

1. "Applicable Law" - means all relevant laws in force and effect as of date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments decrees, injunctions, writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.
2. "Bid Document" - shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

3. The contracting party whether it will be a Proprietor / Individual, Partnership firm, Company / Corporation, Society, they shall be, for the purpose of this contract, be known as "the Bidder" and the India Trade Promotion Organization shall be known as "ITPO."
4. "ITPO" - means India Trade Promotion Organization. ITPO requires the services of reputed, well established and financially sound Dry-Cleaners firm/agency (herein after referred to as Agency) to provide laundry service/dry-cleaning services for various office items/furniture, mentioned at Price Bid (Schedule of Price/Activities). The tenderer should have sufficient pool of men/machine to cater to the needs.
5. Address: For all purpose of the contract, including arbitration thereunder, the address of the firm mentioned in the tender shall be final unless the contractor notifies a change of address by as separate letter sent by registered post with acknowledge due to the ITPO. The firm shall be solely responsible for the consequence of any omission or error to notify change of address in the aforesaid manner.
6. DISCLAIMER:
 - a) The information contained in this Bid Document or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of ITPO, or any of its employees, is provided to Bidders on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.
 - b) This Bid document is neither an agreement nor an offer by ITPO to the prospective Bidders or any other person. The purpose of this Bid document is to provide interested parties with information to assist in the formulation of their proposals for selection pursuant to this Bid. The assumptions, assessments, statements and information contained in this Bid document may not be complete, accurate, adequate or correct and each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.
 - c) ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid and any assessment, assumption or information contained therein or deemed to form part of this Bid document.
 - d) ITPO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumptions contained in this Bid document. Such changes shall be intimated to all the Bidders. In case additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the Bidders.
 - e) The issue of this Bid document does not imply that ITPO is bound to select or to appoint any Bidder for the contract and it reserves the right to reject all or any of the Bidders without assigning any reasons whatsoever.
 - f) ITPO reserves the right not to proceed with the Bidding Process at any time or stage, without notice or liability, and to reject any or all Bid(s) without assigning any reasons whatsoever.
7. INTERPRETATION :

In this Tender Document, unless the context otherwise requires:

 - (a) For the purpose of this Tender Document, where the context so admits:
 - (i) The singular shall be deemed to include the plural and vice versa and
 - (ii) Masculine gender shall be deemed to include the feminine gender and vice-versa.
 - (b) References to a "**person**" if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies, corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency thereof;
 - (c) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.

- (d) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
- (e) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word "include and "including" shall be construed without limitation. Any reference today shall mean a reference to a calendar day including Saturday and Sunday.

8. DUE DILIGENCE:

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid non-responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

9. COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its bid and ITPO shall under no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10. MSME, SC/ST ENTREPRENEUR/Start-UP India Registered :

Companies registered Micro Small Medium Enterprise (MSME) and SC/ST/Woman Entrepreneurs are encouraged to apply for the tender. If the bidder is a Micro, Small, Medium Enterprise (MSME) or a SC/ST/Woman/Start-up Entrepreneur, then this should be declared while filling the company details in the online bidding process. Supporting documents should also be submitted along with other documents for relaxation of tender cost and EMD etc.

11. Earnest Money Deposit (EMD) and Tender Cost:

The Earnest Money Deposit (EMD) of Rs. 6250/-(Rupees Six thousand two hundred and fifty only) as well as Tender Cost of Rs. 590 should necessarily accompany with the e-Bid in the form of Demand Draft drawn in favour of "INDIA TRADE PROMOTION ORGANISATION" payable at New Delhi. Bid received without EMD or EMD for lesser amount will be summarily rejected. EMD in any other form, i.e., in Cash, or cheque etc., shall not be accepted.

12. PROCESSING FEE/ TENDER COST and EMD:

- i. The processing fee/tender cost is non-refundable.
- ii. The EMD is non-interest bearing.
- iii. Processing fee and EMD should be part of Envelope -1.
- iv. The EMD will be forfeited:

If a bidder withdraws or amends the quotation / tender, or impairs or derogates from the tender in any respect during the period of bid during the period of bid validity Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions Or In case the appointed party fails to deposit the Performance Guarantee in fixed time

or The EMD shall be forfeited in case the firm does not fulfill/ produce the documents / promises made before this office or any committee constituted by this Organization for this purpose/ in the event of premature withdrawal of the tender / quotation by any of the tenderers.

- v. The EMD in respect of the unsuccessful bidders shall be returned within 45 days, without bearing any interest, after placing the award of work. However, EMD in respect of successful Bidder will be released after receipt of prescribed Performance Security Deposit.

13. TENDER EVALUATION COMMITTEE:

ITPO will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders through on-line.

- i. The Tender Evaluation Committee may choose to conduct negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
- ii. Any effort by a Bidder to influence the Tender Evaluation Committee processing of Bids or award decisions may result in the rejection of the Bid.

14. BID PRICES:

- i. The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format enclosed in this bid document. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.
- ii. The bidder shall include payment of all dues, excluding applicable GST, which is essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document, extra charges, if any shall be borne d by the nominated bidder itself.
- iii. Price quoted should be for inclusive of materials, labour, machinery, carriage & transport, supervision, overhead & profits, mobilizing, packing, forwarding and other charges whatsoever any anticipated or un-anticipated difficulties etc., complete for proper execution of the work/services, as per specification and no claims whatsoever for any extra payment shall be maintainable.
- iv. Applicable GST and other statutory charges are to be paid extra this should be clearly specified in tender. In the absence of any such stipulation, it will be assumed that the quoted rate is inclusive of these taxes. Further applicable taxes, as per prevailing rates, will be deducted by before making the payment to the successful bidder.
- v. Bidders should mandatorily quote their un-conditional and competitive rates in the list of all items mentioned in the Annexure-X. In case the rate offered by bidder is found NIL charges/considerations, the application concerned will summarily be rejected. After scrutiny/evaluation of parties, ITPO deserves to issue award of work order to the successful bidder, who ever be.
- vi. The rates of successful bidder should be valid for at most three years from the date of signing of the rate contract agreement. Consequence upon the renewal of contract for subsequent periods (say third year), the same rate with same terms and conditions of this tender documents will be remain unchanged. **Tender rates valid for a shorter period shall be rejected as non- responsive.** No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.
- vii. The rates must be quoted in whole Indian rupees. It may specifically be noted that the questions having unrealistic, impractical and non-serious prices, i.e. “ **free or complementary**” just for the sake of vitiating the whole tender process and for grabbing the contract are liable to be ignored/rejected.
- viii. The actual quantities may be confirmed at the time of requirement during contract period. The selection of the successful bidder (L-1 party) will be on the basis of the overall total amount created by system generated BoQ form. The successful bidder will have to work on the overall lowest rates.

15. PERIOD OF VALIDITY OF BID:

- i. Validity Period: Bids shall remain valid for 120 days after the date of financial bid opening prescribed by ITPO; ITPO holds the right to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence.
- ii. Extension of Period of Validity :
In exceptional circumstances, ITPO may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.
- iii. Amendment of Tender Notice :
At any time prior to the deadline for submission of proposal, ITPO may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the e-tender document and it will be notified.

16. Performance Deposit Guarantee:

The successful bidder shall have to furnish Performance Guarantee or Performance Security Deposit Rs. 12500 /- (Twelve thousand five hundred only) in the form of Bank Guarantee (BG) or account payee demand draft, drawn on any nationalized or scheduled commercial bank, in favour of the India Trade Promotion Organization, 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 within sixty days 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. The Security Deposit in any other form such as cheque or by cash will not be accepted under any circumstances

17. Forfeiture of Performance Deposit Guarantee:

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. ACCEPTANCE & WITHDRAWALS:

The right of final acceptance of the tender is entirely vested with ITPO who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of ITPO to communicate with rejected bidders. After acceptance of the tender by ITPO, the Bidder shall have no right to withdraw his tender, or claim higher price.

19. ITPO 'S DECISION TO BE FINAL:

- The bidder are advised to inspect and examine the location of the site from where material to be collected for dry-cleaning purpose, its surroundings and satisfy themselves before submitting their tenders as to the nature of the work and other aspects pertaining to the work, the form and nature of the site, the means of access to the site and in general shall themselves obtain all necessary information as to risks contingencies and other circumstances which may influence or affect their tender. The bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission for a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done & local conditions and other factors having a bearing on the execution, of the work.
- A firm blacklisted by any Govt. /State Government office will not be eligible to participate in this tender. In case any such firm obtained contract by hiding the facts and it comes to the notice of Office later, contract will be cancelled immediately and security forfeited.
- Canvassing in any form is strictly prohibited and tender of the tenderer who resort to such activities will be summarily rejected.
- Tenderers/Bidders are advised to read the tender document carefully and thoroughly before submitting Bid Application, in order to avoid any further disputes and should subsequently satisfy themselves that they meet the qualifying criteria and capability as laid down in the tender documents.
- If the last day officially happens to be Holiday, the next day will be the last date for submission and opening of bid, if deemed fit.
- The final decision would be based on the technical capacity and pricing that does not bind it in selecting the firm offering lowest prices alone. The e-tender shall be submitted neatly and all corrections, over-typing shall be attested with seal and full signature. Tendering/Subsequent award of job shall not in any way entitle the vendor to have any exclusive rights and privileges.

- o It will be the sole discretion of India Trade Promotion Organization to accept or reject any tender in full or in part without assigning any reason thereof. Also ITPO deserves its rights to cancel or postpone the award of work without assigning any reasons what so ever, for which the quotations are invited. The discretion of ITPO shall be final and binding in this regard.
- o This tender is non- transferable.
- o 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 bidders of the outcome of the tender process.
- o The staff of contractor, so deputed, shall not divulge/disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters.
- o The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this office.
- o The contractor shall ensure proper conduct and integrity of the personnel in the office premises, and enforce prohibition of consumption of alcoholic, drinks, smoking, loitering without work.
- o 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.
- o The firm entrusted with the work will have to do the “washing and dry-cleaning” work during the entire period of contract, from the date of award, at the rates being finally approved / accepted by ITPO, which shall be valid for the whole of the period of contract and no upward revision will be allowed during the period of contract under any circumstances.
- o Under no circumstances, the successful firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.
- o The contractor firm will be entirely responsible for any loss caused to ITPO by way of inflicting any damage to the furniture items as a result of negligence or carelessness on the part of the contractor firm or representatives. In case, the Security deposit falls short or is found to be insufficient to meet / adjust the loss thus incurred to this Office, the balance, as may be necessary, shall be recovered from the contractual charges due to the contractor firm. The decision of the competent authority in the context shall be final and binding on the contractor.
- o In case it is found that the selected firm is engaged in malpractices, the contract will be terminated and they will be banned from having business relation with this office.
- o The workers deputed by the successful firm for washing and dry-cleaning services of various furniture items will be governed by the provisions of statutory labour laws i.e., ESI, EPF etc.
- o This work will be exercised as per our requirement, date and time and specifications. The work is to be carried out in the premises of ITPO. If the items required for dry-cleaning at your go-down, will be taken back and returned at your own cost, no extra cartage/charges will be paid by ITPO in respect thereof.

20. AWARD CRITERIA:

- i. Preliminary Scrutiny: ITPO will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. ITPO may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and ITPO reserves the right for such waivers.
- ii. Financial evaluation of the quote received will be done. Non-responsive/Non- completion of bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO. Nil charges / consideration found in the price bid are treated as non-responsive. In case any item-wise column in Price Bid left as blank/marked by any other asterisk mark or NA (Not Applicable) are also treated as non-responsive.

21. PAYMENT TERMS:

- a) The selected firm shall submit the pre-receipted bill (duplicate), along with job cards/job slips in prescribed proforma, duly signed by the concerned officers/officials, to the Store Division, after the completion of works attended up to 10th day of succeeding month.
- b) Payment will be made within forty five subject to receipt of Bill/Invoice with related service reports(Job-slips/Job cards) and making all necessary deductions of dues & penalties, if any, as contemplated under the contract. Further the payment shall be made only after these documents are to be found in order in all aspects and the work is performed to the full satisfaction and certification in Job-card/Job-slip of the concerned section/officer/official with date of execution and proper seal.
- c) If the work seems unsatisfactory, no payment shall be made unless until it will be redone.
- d) No advance payments will be made against work order.
- e) Payments will be made through RTGS / NEFT. Bidders should provide their bank details duly signed by authorized signatories (Bank Authority & The bidder) along with the copy of cancelled Cheque.
- f) The contractor should note that that the GST Number of ITPO(**07AAATI2955C1ZX**), along with GST Number of nominated Vendor, state code and HSN Code, Work Order Number, Date etc. should be mentioned in the printed bill/invoice, otherwise payment will not be made. Bill should be addressed to the Deputy Manager/Manager of Stores Division, ITPO, Pragati Maidan, New Delhi-110001.
- g) The contractor will has to deposit necessary copy of challan, of EPF as well as ESI after depositing necessary amount with the concerned agency for the particular month in which the workers of the contractor carried out necessary work within Pragati Maidan. No payment will be released, if the contractor failed to deposit the above mentioned documents and no request will be entertained by the ITPO.

22. NOTIFICATION OF AWARD:

The Bidder, whose Bid has been accepted shall be notified of the award by the ITPO, by registered letter, fax or by official mail. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within 3 days from the receipt of the **Letter of Acceptance (LoA)**.

23. EXPENSES FOR THE CONTRACT:

All incidental expenses of the execution of the Contract / Agreement shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the ITPO.

24. FAILURE TO ABIDE BY THE CONTRACT:

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of Contractor.

25. TERMINATION OF CONTRACT:

Termination for Default, ITPO may, without prejudice, to any other remedy for breach of Contract, forward by prior written notice of default sent to the Bidder, terminate the Contract in whole without assigning any reason immediately.

26. AUTHENTICATION OF BID:

The original copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made along with Company Seal. These documents at large will be scanned and uploaded in CPPP before close of date and time.

27. VALIDATION OF INTERLINEATIONS IN BID:

Any interlineations, erasers, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

28. LATE BIDS:

Any bid received by ITPO after the deadline for submission of bids prescribed by ITPO, will be summarily rejected. No further correspondence on this subject will be entertained.

29. BIDS NOT CONSIDERED FOR EVALUATION:

Bids those are rejected during the technical bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

30. OPENING OF COMMERCIAL BIDS(Item Rate BoQs):

Commercial Bids(Item Rate BoQs) will be opened and compared at the specified date and time. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the ITPO at the Commercial Bid opening. ITPO will prepare reports of the Commercial Bid Opening. The date, time and venue of opening of commercial bid will be advised to the technically qualified bidders separately.

31. CLARIFICATION OF BIDS:

To assist in the evaluation, comparison and an examination of bids, ITPO may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, ITPO reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

32. COMPLETENESS OF BIDS:

ITPO will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

33. REJECTION OF BID:

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by ITPO and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the Bidder.

34. FORCE MAJEURE:

If at any time, the performance in whole or in part, by either party, of any obligation under this Agreement is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts(as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Agreement, nor shall either Party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the Agreement shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Agreement is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the Agreement.

35. PERIOD OF CONTRACT:

The Contract will be initially for a period of one year from the date of award which is further extendable up to another two more years with solely discretion 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 Agency/Party, 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 to any subsequent periods (or for such period(s) less than that as it may deem necessary or only for third year) to be decided by

ITPO, a written mutual consent will be necessary in the line of accepting the same rate and terms and conditions of the said tender.

36. AGREEMENT/CONTRACT:

The parties to the Agreement 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. (Refer to Annexure-VIII).

37. 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.

38. 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.

39. **Penalty:** The work entrusted should be attended within five working days from 10 a.m. to 5 p.m. Otherwise penalty of 1% of the total cost of bill will be imposed (equal to 1% of the bill per day of delay), if the delay is attributable to the firm). In case of repeated failure to carry out the work entrusted by ITPO within the stipulated time period. The ITPO would terminate the contract and firm shall be barred from participating in any future tenders of ITPO.

40 RESOLUTION OF DISPUTES: The dispute resolution mechanism shall be as follows:

(a) Arbitration:

In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the *contract* (except as to matters, the decision to which is specifically provided under this *contract*) remains unresolved, the same shall be referred to the CMD, ITPO, for appointment of Sole Arbitrator. **In the event that reference to CMD, ITPO for appointment of Sole Arbitrator is objected to by the other party within a period of 15 days from the date of reference, the arbitration shall be conducted by mutual agreement/in terms of the Indian Arbitration and Conciliation Act, 1996.** The provisions of Indian Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply on both the parties.

The fee payable to the Arbitrator(s) shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Pragati Maidan, New Delhi.

(b) Jurisdiction:

All disputes arising *out of and in relation to the contract* between the parties herein shall be governed by *Indian Law*, subject to the jurisdiction of the courts of Delhi only.

41. Indemnity Clause -

The Bidder/Tenderer/Contractor shall indemnify, defend and hold Tendering Authority/ITPO harmless against any and all proceedings, actions and third party claims

whatsoever – whether financial or otherwise, at any time during the subsistence of the Agreement/Contract and subsequent thereto relating to the period of Agreement/Contract, arising out of a breach by bidder/Tenderer/Contractor and its sub-contractors, agents, employees, etc. of any of its obligations under this Agreement/Contract except to the extent that any such claim has arisen due to breach by Tendering Authority/ITPO of any of its obligations under this Agreement/Contract.

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

Sub: To hire an agency on rate contract for Washing, Shampooing and Dry-Cleaning of various types of Sofa, Chair, other furniture items & other usable items.

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	Whether business office or workmanship of agency resides in Delhi-NCR.	Yes/No
04	Whether agency is called Public Limited/ Private or MSME registered Or SC/ST/Woman Entrepreneurs or registered under Start-Up India agency.	
05	Full Communication (Postal) address of the Agency/Firm	
06	Telephone Nos. of Business Office	
07	Mobile No.	
08	e-mail id	
09	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.	
10	Name of the Business Partners/Proprietor of the Agency	
11	Copy of self-attested Partnership deed, in case partnership company, if any. (Certificates, to be Uploaded)	Yes/No
12	Number of dry-cleaner/laundry machines and worker available with agency	
13	GSTIN No. (Certificates to be Uploaded)	
14	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.	Yes/No

15	Registration Certificate in support of Permanent Account Number (PAN). (Certificates to be uploaded)	
16	Details of Earnest Money Deposit of Rs. 6250 /- (Hard copy of Demand Draft is to be submitted before due date and time)	Draft No.
		Date
		Issuing Bank
		Branch
		Amount
17	Details of minimum three years of past Experience of the Agency. (Attach Experience Certificate/supporting documents issued by various Organizations etc., duly signed by authorized Signatory & Stamped with seal of the Agency). (Refer to Annexure-II)	Yes / No
18	The Annual Turnover/Sales Volume at minimum Rs. 05 lakh or more per annum for the last 3 years, . Please attach the proof of audited profit & loss account as well as balance sheet of each year, duly certified authorized CA as well as signed by the authorized person and stamped by seal of Agency. (Refer to Annexure-III)	Yes / No
21	Whether Agency and or its Directors/partners etc. are black listed by any Government Department/ Organization as on date.	Yes / No
22	Accepted terms and conditions of the said tender notice plus scope of works stipulated in tender guidelines.	Yes / No
23	Details of tender cost of Rs. 590.00 (Hard copy of Demand Draft is to be submitted before due date and time)	Draft No.
		Date
		Issuing Bank
		Branch
		Amount
24	ITR Return for last three years (Scanned copy of certificate is uploaded)	Yes / No
25	Performance Certificate from any previous govt. department or present clients for last three years.	Yes/No
26	Valid ESI Certificate and its Validity along with Regd. No.	Yes/No
27	Valid EPF Certificate and its validity along with Regd. No	Yes/No

Notes:

- 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 column.

Date:

Place:

(Signature of Bidder along with seal)

Name of Bidder:

Name of the Firm / Agency:

STATEMENT IN SUPPORT OF EXPERIENCE CERTIFICATE

(To be submitted in Firm's own letter)

Tender Ref. No.: 254-ITPO/ (3)/ST/2020

dated 28/07/2020

Sub: To hire an agency on rate contract for Dry-Cleaning and Washing and Shampooing of various types of Sofa, Chair, other furniture items & other usable items.

In connection with experience statements, submitted by bidders, the following information in details during last three years as follows:

Sr. No.	Name of the Govt. department etc. along with address	Calendar Year	No. of related Award Letter during three years	Remarks If any
01				
02				
03				

Certified that above information is true and correct.

Place:

Date:

(Signature in full): _____

Name of the firm: _____

Seal / Stamp of the firm: _____

STATEMENT IN SUPPORT OF FINANCIAL TURNOVER

(To be submitted in Firm's own letter)

Tender No.:254-ITPO/ (3)/ST/2020

dated 28/07/2020

Sub: To hire an agency on rate contract for Dry-Cleaning and Washing and Shampooing of various types of Sofa, Chair, other furniture items & other usable items.

In connection with annual turnover derived from profit-loss and balance sheet account statements submitted by bidder, the following information in details during last three years (in Lakhs) as follows:

Sr. No.	Name of the Agency /bidders	Financial Year	Turnover in (Lakhs)	Remarks
01				
02				
03				
04		Average Annual Turnover		

Certified that above information is true and correct.

Place:

Date:

(Signature in full): _____

Name of the firm: _____

Seal / Stamp of the firm: _____

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

To,

The Manager
Stores Division
India Trade Promotion Organisation
Stores Division, Room Number-129
Near Hall No.-12 & 12(A)
Pragati Maidan, New Delhi-110001

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 254-ITPO/ (3)/ST/2020

Name of Tender / Work: To hire an agency on rate contract for Dry-Cleaning and Washing and Shampooing of various types of Sofa, Chair, other furniture items & other usable items.

Dear Sir,

1. I/ We have downloaded /obtained the tender document(s) for the above mentioned „Tender/Work“ from the website(s) namely: [www. tradefair.com](http://www.tradefair.com) or www.eprocure.gov.in as per advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to 30 (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.
3. The corrigendum(s) issued from time to time by your department/ organisation to have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. 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:

Yours Faithfully,

Place:

(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.: 254-ITPO/ (3)/ST/2020

Dated: 28/07/2020

To

The Manager
Store Division
India Trade Promotion Organisation
Stores Division, Room Number-129
Near Hall No.-12 & 12(A)
Pragati Maidan, New Delhi-110001

Sub: To hire an agency on rate contract for Dry-Cleaning and Washing and Shampooing of various types of Sofa, Chair, other furniture items & other usable items.

Dear Sir,

With reference to tender No. 254-ITPO/ (3)/ST/2020 dated 26/06/2020, 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.

Specimen Signature of Authorized Person:

Thanking you,

Yours faithfully

Place:

Date:

(Signature with Company's seal)
Name:
Designation:
Contact No:

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)

xxx

1. I, the undersigned certify that I have gone through the terms and conditions 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 render the service.
4. I hereby undertake to render the services, as per directions given in the tender notice/supply order within stipulated period.
5. I hereby declare that my business office and workmanship are residing within Delhi or Delhi-NCR.

(Signature of the Tenderer)

Place:

Name of the Signatory:

Date:

Name of the Firm/agency:

Seal of the Firm/Agency:

DRAFT CONTRACT / AGREEMENT
(ON Rs.100/- STAMP PAPER)

The Contract / Agreement is made at New Delhi on this day of 2020 for the period of one year from to

BETWEEN

INDIA TRADE PROMOTION ORGANISATION, a company incorporated under the Companies Act 1956, having its registered office at **Pragati Maidan, New Delhi-110001** (hereinafter called the **FIRST PARTY**), the expression includes its designated officers, assignee, successor, etc.

AND

M/s. acting through its authorized representative(Proprietor) with its Registered office at Which expression shall unless excluded by or repugnant to the context shall include its representative administrator, executives and assign on the "**Second Party**".

WHEREAS the Office of the India Trade Promotion Organisation, New Delhi (the First party) has invited limited tender for dry-cleaning of various sofa set, chairs etc. stationed in this office for the period of one year initially, may be extendable two more years subject to satisfactory service and whereas the contractor submitted the tender which was accepted by the Competent Authority of this office.

WHEREAS the Second Party has fully agreed to execute the job of dry-cleaning services towards the approved items at the approved rates during the course of contract period in the office of India Trade Promotion Organisation, New Delhi – 110 001 on the following terms and conditions of the tender.

Now this indenture witness that in consideration of the promise, both the parties desirous to enter into Agreement hereinafter referred to as contract/agreement on the terms and condition mutually agreed to are as set out herein under:-

1. **Terms of Agreement**: The term of Agreement shall be for the period of one year w.e.f. ... to ... which may be extended further another two more years, on the same rate and terms & conditions as mutually agreed between two parties.
2. The contractor agrees to undertake the responsibility of Washing, Shampooing and Dry-cleaning towards various sofa set, cushioned chairs and other misc. approved articles installed in different sections/divisions of Pragati Bhawan in conformity with the terms and conditions as agreed to in the bid even dated at the rates quoted by him/them. The rates are exclusives of all statutory levies/taxes.
3. **Consideration**: First party shall pay to Second Party as consideration amount and shall be payable along with signing of Agreement and Second Party unequivocally agree that is shall not upward revise the consideration amount during the period of initial agreement. However, it has liberty to revise the same for subsequent period as mutually agreed.
4. Scope of work incorporated in this Contract/Agreement includes washing, shampooing and dry-cleaning of various types of office sofa, chairs and other furniture accessories at Pragati Maidan, ITPO, New Delhi. Scope of Contract includes providing routine dry-cleaning services, attending to any call/notice from Store Division, ITPO, as and when necessity occurs either during the pre-preparatory of IITF or any other occasions/activities. Further the contract shall also include providing all technical help, skilled man power, tools and tackles etc. The other conditions may likely be referred earmarked in Scope of Works.

5. EMD in respect of successful Bidder will be released after receipt of prescribed Performance Security Deposit. In case the agency fails to provide Performance Security, as per requirement of ITPO **within 10 days** from the date of placing the order, the EMD shall stand forfeited without giving any further notice.
6. **Performance Security Deposit (PSD) :**
The successful tenderer will be required to furnish a '**Performance Security Deposit** ' of **Rs.12500/- (Rupees Twelve thousand five hundred only)** within 10 days on receipt of award of work to ensure due performance of the contract.
7. The Security Deposit shall be in the form of (i) Bank Guarantee (BG) from any Nationalized Bank or (ii) A/c Payee Demand Draft in favour of India Trade Promotion Organisation, payable at New Delhi. The Security Deposit in any other form such as cheque will not be accepted under any circumstances. This Security Deposit will be refunded only after the successful and satisfactory completion of the contract.
8. This deposit is liable to be forfeited in full or in part, if during the period of contract, the services of the contractor firm are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened / breached, and/or towards any damage caused to ITPO due to negligence on the part of the contractor or his employees. The decision of ITPO in this regard shall be final and binding on the firm.
9. In case it is found that the selected firm is engaged in malpractices, the contract will be terminated and they will be banned from having business relation with this office.
10. This work will be exercised as per our requirement, date and time and specifications.
11. The work is to be carried out in the premises of ITPO. If the items required for dry-cleaning at your go-down, will be taken back and returned at your own cost, no extra cartage/charges will be paid by ITPO in respect thereof.
12. If the work seems unsatisfactory, no payment shall be made unless until it will be redone.
13. The selected firm shall submit the pre-receipted bill (duplicate), along with job card/Job Slip, duly signed by the concerned officers/officials, to the Store Division, after the completion of works attended. Payment against bill/Invoice raised shall be released only after services are found to the satisfaction of the ITPO. Payment will be made direct to the service provider through NEFT/RTGS transaction.
14. The rates of successful bidder should be valid for **at most three years** from the date of signing of the rate contract agreement. **Tender rates valid for a shorter period shall be rejected as non- responsive.** No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained. ITPO reserves the right to award the contract to more than one Bidder.
15. In case a firm, after award of the contract, violates any of the terms and conditions or fails to cope up with the work load or does not render satisfactory services or dishonour the contract in any way, legal action, as per rules/laws, if required, shall be initiated against the agency concerned and the contract awarded shall accordingly be liable for summery cancellation/termination forthwith without any notice, it shall liable

to be blacklisted and its EMD/performance security shall be forfeited. In this connection, decision of the ITPO shall be final and binding on the contractor.

16. The contractor firm will be entirely responsible for any loss caused to ITPO by way of inflicting any damage to the furniture items as a result of negligence or carelessness on the part of the contractor firm or representatives. In case, the Security deposit falls short or is found to be insufficient to meet / adjust the loss thus incurred to this Office, the balance, as may be necessary, shall be recovered from the contractual charges due to the contractor firm. The decision of the competent authority in the context shall be final and binding on the contractor.
17. Both the parties shall notify one or more nodal officer/contract person in interact/notify each other in case of the need.
18. During IITFs and other mega event, the Second Party agreed to depute one or two workers on daily basis for four hours to attend the call, as and when necessity occurs.
19. That the contractor acknowledges that he has fully acquainted himself with all the conditions and he shall not plead ignorance of any conditions.
20. All other terms & conditions set forth in the tender document shall also be complied with strictly by the contractor.
21. The contract will remain in force for a **period of One year initially**, from the date of award. ITPO further reserves the right to renew the contract for another two more years or for such period(s) less than that as it may deem necessary, taking into account the satisfactory performance of the contractor firm during the currency of the contract. The contract can be terminated at any time without assigning any reasons, if the services are not found, at the sole discretion of ITPO.
22. Disclaimer
 - a) The information contained in this Bid Document or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of ITPO, or any of its employees, is provided to Bidders on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.
 - b) This Bid document is neither an agreement nor an offer by ITPO to the prospective Bidders or any other person. The purpose of this Bid document is to provide interested parties with information to assist in the formulation of their proposals for selection pursuant to this Bid. The assumptions, assessments, statements and information contained in this Bid document may not be complete, accurate, adequate or correct and each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.
 - c) ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid and any assessment, assumption or information contained therein or deemed to form part of this Bid document.
 - d) ITPO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumptions contained in this Bid document. Such changes shall be intimated to all the Bidders. In case additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the Bidders.
 - e) The issue of this Bid document does not imply that ITPO is bound to select or to appoint any Bidder for the contract and it reserves the right to reject all or any of the Bidders without assigning any reasons whatsoever.

f) ITPO reserves the right not to proceed with the Bidding Process at any time or stage, without notice or liability, and to reject any or all Bid(s) without assigning any reasons whatsoever.

23. Arbitration

a) In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the *contract* (except as to matters, the decision to which is specifically provided under this *contract*) remains unresolved, the same shall be referred to the CMD, ITPO, for appointment of Sole Arbitrator. **In the event that reference to CMD, ITPO for appointment of Sole Arbitrator is objected to by the other party within a period of 15 days from the date of reference, the arbitration shall be conducted by mutual agreement/in terms of the Indian Arbitration and Conciliation Act, 1996.** The provisions of Indian Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply on both the parties.

The fee payable to the Arbitrator(s) shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Pragati Maidan, New Delhi.

b) **Jurisdiction:**

All disputes arising *out of and in relation to the contract* between the parties herein shall be *governed by Indian Law*, subject to the jurisdiction of the courts of Delhi only.

24. **Force Majeure:**

If at any time, the performance in whole or in part, by either party, of any obligation under this Agreement is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 21 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Agreement, nor shall either Party have any such claims for damages against the other, in respect of such non-performance or delay in performance provided the Agreement shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Agreement is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the Agreement.

24. **Indemnity Clause:**

The Bidder/Tenderer/Contractor shall indemnify, defend and hold Tendering Authority/ITPO harmless against any and all proceedings, actions and third party claims whatsoever – whether financial or otherwise, at any time during the subsistence of the Agreement/Contract and subsequent thereto relating to the period of Agreement/Contract, arising out of a breach by bidder/Tenderer/Contractor and its sub-contractors, agents, employees, etc. of any of its obligations under this Agreement/Contract except to the extent that any such claim has arisen due to breach by Tendering Authority/ITPO of any of its obligations under this Agreement/Contract.

In witness whereof both the parties have set their hands on this agreement on this day of, 2020 as mentioned above of this Agreement.

(AUTHORISED SIGNATORY)
INDIA TRADE PROMOTION
ORGANISATION (FIRST PARTY)

(AUTHORISED SIGNATORY)
M/s.,
(SECOND PARTY)

Witness:

- 1.
- 2.

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

Tender No.: 254-ITPO/ (3)/ST/2020

Dated: 28/07/2020

Sub: To hire an agency on rate contract for Dry-Cleaning and Washing and Shampooing of various types of Sofa, Chair, other furniture items & other usable items.

From: (Full Name and address of the bidder)

.....
.....
.....

To

The Manager
Store Division
India Trade Promotion Organisation
Room Number-129
Near Hall No.-12 & 12(A)
Pragati Maidan, New Delhi-110001

Dear Sir,

1. I submit the Price Bid for in its .BoQ form 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 in .BoQ form, Annexure-X 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 Company's letter head)
xxx

Sub: To hire an agency on rate contract for Dry-Cleaning and Washing and Shampooing of various types of Sofa, Chair, other furniture items & other usable items.

Schedule of Rates:

Sr. Nos.	Particulars of Job	Quoted rates per item or per unit In (Rs.)	Remarks, If any
1	Chairs wooden all types Seat & back		
2	Chair ordinary steel all types seat & Back		
3	Chairs Executive all type		
4	Chairs high-back of leatherette with polish all type		
5	Chairs revolving cushion all type		
6	Stool cushions all type		
7	Sofa single seated all type		
8	Sofa two seated all type		
9	Sofa three seated all type		
10	Sofa four Seated all type		
11	Sofa set executive		
12	Puffee with different type		
13	Settee with various type (per sq. foot)		
14	Sofa set leatherette with polish		
15	Sofa Loose Cover per Piece		
16	Chair loose cover per piece		
17	Dry Cleaning of Carpet per per sq. mtr. (Woolen/Cotton/Ordinary)		
18	Dry cleaning of Curtain of any type		
19	Towel (small)		
20	Towel (Medium)		
21	Towel (Big)		
22	Stand Towel of any size		
23	Car Sheet Cover per piece		
24	Curtain for Car per piece		
25	Car sheet per piece		
26	Bed Sheet of any type per one piece single Double		
27	Pillow Cover per one piece		
28	Blanket of any type per one piece Single Double		
29	Bed Cover of any type/Rajai cover per one piece		
30	Door Mat with any sizes/specification (Coir/Any other material) per piece		
31	National Flag (per piece)		
32	Table Cloth (Per Piece)		
33	Window Curtain per panel (pure silk/cotton/polyester with lining)		

34	Door Curtain per panel (pure silk/cotton/polyester with lining)		
35	Vertical Blind per strip/piece		
36	Horizontal Blind per strip/piece		
37	Cloth Pin Board of any size(Notice Board) per piece		
38	PVC Strip per piece		

Unit means per sq.ft./per piece/per strip/per sq.mtr./per panel.

Note:

1. The bid evaluation would be upon the price so quoted per item/unit, which is exclusive of applicable GST, as applicable from time to time shall be paid extra. The bidder shall submit the requisite documentary evidence towards depositing the applicable taxes to the Authority.
2. It is mandatory for all intending bidder to quote all the rates completely, otherwise their on-line applications will clearly be rejected.
3. Bidder, if wanted, may likely inspect the items or make on-site visit in Pragati Maidan during working hour, to be quoted in bid price before the due date and time.

Date:

Place:

(Authorized Signature)

Name of the bidder:

Communication Address:

(Name & designation along with company seal)

Xxx