India Trade Promotion Organization
Security Division
Pragati Bhawan,
Pragati Maidan, New Delhi – 110001
Telephone No. 011-23371808/23371784
***

Notice Inviting E-Tender (NIT)

“TENDER DOCUMENT FOR HIRING OF RECOGNIZED AND REGISTERED DELHI/NCR BASED FIRE AGENCY/AGENCIES WITH INDIA TRADE PROMOTION ORGANISATION, NEW DELHI TO PROVIDE REQUISITE MAN-POWER (FIRE GUARDS & FIRE SUPERVISORS) ON CONTRACT BASIS FOR FAIRS AND DAILY REQUIREMENT FROM 01st DECEMBER 2020 TO 30th NOVEMBER 2023”.

INDIA TRADE PROMOTION ORGANISATION
E-TENDER NOTICE

Online tenders are invited through Two Bid System for hiring of fire agency/agencies with India Trade Promotion Organisation, New Delhi to provide the services of fire guards and fire supervisors for ITPO fairs and day to day requirement for the period 01 December 2020 to 30 November 2023 at Pragati Maidan, New Delhi.

1. The tender documents are available on ITPO's website www.indiatradefair.com (for not uploading of bid) **& at www.eprocure.gov.in.** Tender document can be downloaded from **www.eprocure.gov.in.** However, the documents required such as two DDs towards Cost of Tender and Earnest money (Demand Draft should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited in Room of Sr. Manager (Security) before the close of time and date fixed for opening the e-tender. The Bidder should have PAN Number, GST Registration Number, ESI, EPF Registration Number and Service Tax return/clearance certificate upto previous quarter.

2. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for not uploading of bid) and CPPP site https://eprocure.gov.in/eprocure/app as per the schedule as given in CRITICAL DATE SHEET as under.

INDICATIVE CRITICAL DATE SHEET

Published Date	**22/10/2020 at 05:00 PM**
Bid Document Download Start Date	**22/10/2020 at 05:00 PM**
Bid Submission Start Date	**22/10/2020 at 05:00 PM**
Bid Submission End Date	**11/11/2020 at 2.00 PM**
Prequalification Bid Opening Date	**12/11/2020 at 3.00 PM**
Communication Address	Sr. Manager, Security Division, Pragati Building , Pragati Maidan New Delhi-110001 Email: amrapalidixit@itpo.gov.in
Feel free to Contact regarding query, if any	Desk No.: 011-2337 1784/1808
To get the copy of tender documents	kindly visit the tender section of corporate website (http//www.indiatradefair.com)

3. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.

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

5. No Manual bids shall be accepted.

6. NONRESPONSIVE BIDS – Means a **bid** or proposal that does not substantially complies with the invitation to **bid** or request for proposals and all prescribed procurement procedures and requirements.

7. Not more than one tender shall be submitted by one bidder or bidders having business Relationship/vested interest. Under no circumstance will 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) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parities liable to rejection.

8. Tenderer who has 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 would be forfeited and tenderer is liable to be blacklisted from doing business with ITPO.

9. The prospective bidder is advised to visit ITPO's website **www.indiatradefair.com** and Central Public Procurement Portal website https://eprocure.gov.in/eprocure/app for any Corrigendum/Addendum/Amendment/Clarifications, if any, before uploading its bid and if the bid has been uploaded, same could be detached/withdrawn and resubmitted taking into account Corrigendum/Addendum/Amendment/Clarifications.
Notwithstanding, anything contained in this bid document, it is unequivocally clarified that if any Corrigendum/Addendum/Amendment/Clarifications issued after submission of the bid and before closing of the bid date and time, such bid would be treated as nonresponsive.

10. **EMD Payment & Tender cost:**

Earnest Money Deposit & Cost of tender is to be deposited electronically by NEFT/RTGS in the account of ITPO at the below mentioned details or DD in favour of ITPO payable at New Delhi. Bidders are required to incorporate the details of EMD payment at the time of Bid Preparation and same shall not be accepted separately.

The bidder shall have to furnish a bid security/EMD of Rs. 1,00,000 /- (Rupees one lakhs only) and tender cost of Rs. 590 /- (Rupees five hundred ninety only) (Rs 500 + 18% GST amount) in the form of account payee demand draft, drawn on any nationalized or scheduled commercial bank in favour of India Trade Promotion Organisation, payable at New Delhi.
A bid received without Earnest Money and tender cost, except those Firms which have been exempted from submission of Earnest Money & Tender Cost, as per Government of India orders/instruction, shall be summarily rejected. Certified copies of the same should be uploaded with the quotation for claiming the relaxation, failing which quotation will be rejected. Non submission of EMD payment and tender cost before closing date and time would result into summarily rejection of bid. EMD in any other form, i.e in cash or cheque etc shall not be accepted.

BANK Details for EMD Payment through NEFT/RTGS:

Name of the Beneficiary	:	India Trade Promotion Organisation
Name of the Bank	:	Central Bank of India
Branch Address	:	Pragati Maidan, New Delhi-110001
Account No.	:	1167404133
Type of Account	:	Saving
RTGs Code	:	CBIN 0284078
MICR CODE	:	110016150
PAN NO.	:	AAATI2955C
GST Number	:	07AAATI2955C1ZX

11. The Hard Copy of original instruments in respect of cost of tender document, earnest money, must be delivered to Sr. Manager (Security) India Trade Promotion Organisation, Pragati Maidan, New Delhi - 110001 on or before bid opening date/time as mentioned in critical date sheet. The Demand Draft attached/submitted for tender fee shall be non refundable. EMD of other than lowest agency shall be returned/refunded. Non submission of cost of tender document, earnest money etc on or before closing date and time of bid would result into summarily rejection of bid.

12. The bidder must note that in case ITPO conclude that the two bidders are hand in gloves with each other, which includes submission of bids in consultation, if noted, both the bids would be summarily rejected.

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

i. The processing fee if any /tender cost is non-refundable.
ii. The EMD is non-interest bearing.
iii. The date of demand draft will be after the publication of this tender, but on or before the last date and time of submission of bid.
iv. No request for transfer of any previous deposit of earnest money or bid security or adjustment against any pending payment held by this organisation shall be entertained.
v. The successful bidder's EMD will be discharged upon receiving of security deposit or may be adjusted in the amount of Security deposit.
vi. EMD of unsuccessful bidders without bearing any interest shall be refunded after finalization of Tender.

14. **<u>The EMD shall be forfeited:</u>**

- If a bidder withdraws his bid during the period of bid validity.
  Or in case of a successful bidder, if the bidder fails to sign the contract/agreement in accordance with terms and conditions. Or In case the appointed party fails to deposit the security deposit in one month from the awarding of work or taken into panel or 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.

15. **Submission of Tender**

Th**e 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 and indexed by the bidder irrespective of nature of content of the documents before uploading.
The offers submitted by Telegram/Fax/email shall not be entertained and bid would be summarily rejected. No correspondence will be entertained in this matter.

16. No condition or deviation should be mentioned by bidder in price bid. Offers where the party has mentioned any condition or deviation in price bid shall be summarily rejected.
17. Bidders must ensure that all tender documents/offers must be signed by appropriate/authorized representative of the company. Withdrawal of offer/non-acceptance of orders placed based on offer submitted by bidders: will not be allowed on the grounds that offer was not signed by authorized person of the company. In such cases EMD shall be forfeited.
18. ITPO reserves the right to postpone the tender opening date and time and will intimate all the tenderers of such postponements along with notice of revised opening date and time through placing notice on its website.

Instructions for Online Bid Submission:

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

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

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "**Online bidder Enrollment**" on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document. The bidder should make a note of the unique Tender ID assigned to each tender. A Helpdesk facility would be available to the prospective bidders on Helpdesk No. 011-2337 1784/1808 .

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. The bidders are cautioned to take note of two stages of bid i.e. Technical Bid and Financial Bid. Any deviations from these may lead to rejection of the bid summarily.

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 in to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable through DD and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the notified official, latest by the last time and 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 summarily.

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 colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). The bidders are advised to fill the cell with the character as specified in the bid format. 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 summarily.

5) 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.

6) It is optional to the bidder to withdraw its bid and resubmit the same within specified time-line only.

7) ITPO shall not be responsible in any manner whatsoever, in case the website/server become nonresponsive for any reasons whatsoever for the time being at any point of time/period including closing time/period of the bid. However, ITPO reserve unequivocal rights to extend the bid submission time and date prior to closing of time/date of bid notified in the bid document.

8) 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 opener.

9) The uploaded tender documents should be properly scanned, uploaded and clearly readable. The blurred or improperly scanned/uploaded documents which are not readable may not be considered for evaluation and liable for rejection.

10) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

11) 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 if scheduled any.

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.

(Eligibility Criterion for Pre-Qualification Bid / Financial Bid)

1. To qualify in the Pre Qualification Bid, the bidders must fulfill the following Technical parameters /conditions:-

a. The fire agency must be registered at Delhi/NCR region or must have business office at Delhi/NCR region.

b. The agency may be proprietorship/ partnership firm/ company incorporate, however should be registered with respective authority.

c. Minimum turnover of Rs.One Crore per annum for last three years.(The average of three years will be counted)

d. Minimum three years continuous work experience till the date of submission of bids in the field of Fire service in providing services of trained fire manpower.

e. Minimum strength of 150 Fire Guards/supervisors should be on the Pay Roll of the Agency for the year 2019 -2020.

f. The fire agency must have 04 fire tenders in the name of agency/owner/proprietor/partner/Board of director.

- If the agency failed to fulfill the eligibility criteria parameters the bid will be rejected summarily. Non-responsive/incomplete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

2. Instruction to bidders:-

The bidder is required to attach/upload scanned and signed copy of the followings e-tender document through on-line : failing to provide the mentioned documents the bids may be rejected summarily.

I. Scanned copy of valid registration with registrar of Company and address of HQ with business office in Delhi/NCR region.
II. Scanned copy of fleet of fire tenders in the name of agency/owner/proprietor/partner/Board of director.
III. Scanned copy of training institutes in the name of agency/owner/proprietor/partner/Board of director/MOU with affiliated training institutes.
IV. Scanned copy of PAN No, GST registration number, EPF & ESI registration number.
V. Scanned Copy of IT return/clearance certificate up to date of last quarter.
VI. Scanned copy of GST/Service Tax clearance up to date of last quarter.
VII. Scanned Copy of continuous work experience (at least 3 years).
VIII. Scanned copy of documents like Earnest Money Deposit and Tender cost.
IX. Scanned copy of Balance sheet for the last three years certified (copy) by the Chartered Accountant.
X. Scanned copy of Number of employees (Trained Fire Personnel) in year 2019-2020 (at least 150) should be certified by a Charted Accountant.
XI. Scanned copy of Annexure I (Prequalification bid)
XII. Scanned copy of undertaking for accepting the terms & conditions & scope of work, forfeit of EMD/security deposit in case of failure/violation as per terms and conditions of tender documents.(Annexure – II & IV)
XIII. Scanned Copy of Tender acceptance letter.(Annexure - III)
XIV. Scanned copy of blacklisting certificate in this regard if any (Annexure -V)
XV. Indemnity bond (Annexure - VI)
XVI. Original copy of Agreement (Annexure -VII)
XVII. Scanned copy of financial bid undertaking (Annexure -VIII)
XVIII. Scanned copy of valid labour license issued by the competent authority in the name of agency/firm under the contract labour (R & A) act 1970.

3. The above mentioned Indemnity bond, Agreement and valid labour License are to be provided only by successful bidders, however all the participating agencies must sign and stamp all these formats as a token of acceptance at the time of submission of technical bids.

4. The bidder must submit/upload self-attested copy (copies) of three years work order/work experience, as a proof of similar work done in a PSU, Central /State Government Organization or subsidiary / joint venture / Regulated Company thereof, or a reputed private company etc.

5. The job contract of ITPO in respect of providing man power (fire staff) requirement during the tenure of this hiring shall be governed in accordance with the terms and conditions.

6. In case at later date, if it is noticed/found that the information provided/incorporated in the quotation form is incorrect or false, the security deposit/EMD would be forfeited and contract would be cancelled.

7. The tentative man-power requirement of ITPO is as under:

1)	On Monthly basis	**12-30 Per day (9-25 Fire guards + 3-8 Fire supervisors Per day)**
2)	During fairs (ITPO and Third Party fairs)	50-300 (fire supervisors- Fire guards) per day (approx)
The above mentioned requirement is approximate requirement and same can be increased or decreased as per the actual requirement of ITPO.		

8. The incomplete Technical Bid offer received without the supporting documents, the bid would be treated as nonresponsive and thus be summarily rejected.

9. The agency must exercise utmost care during filling the tender. If any mismatch is being observed between the name of agency appearing on documents of CPP portal and agency on whose name documents are being submitted, the tender will rejected.

10. ITPO reserves the right to reject any/all panel without assigning any reason.

11. All the pages of tender documents are to be duly signed by authorized signatory of the bidder as a mark of acceptance of the stipulated Terms & Conditions and submit with the bid documents.

12. Any Change in the format is strictly forbidden and if noticed the bid would summarily be rejected.

13. In case of any dispute, both the parties (i.e. ITPO and the Agency) shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the contract agreement (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved; the same shall be referred to CMD, ITPO for appointment of Sole Arbitrator. The provision of Indian Arbitration & Conciliation act, 1996. (as amended from time to time) shall apply on both parties.

a) It is also a term of contract that if any fees are payable to the Arbitrator, these shall be paid equally by both the parties.
b) The venue of Arbitration proceedings shall be the office of ITPO, i.e. Pragati Bhawan, Pragati Maidan, New Delhi. The language of arbitration proceedings shall be English.

14. In the event of the quoted rates of the first two or more agencies in the sequence remains the same, in such a situation the order of preference for the issue of work award is vested with ITPO and shall be final and binding.

15. ITPO may at any time after opening of the e-tender depute a team of its' officials to the site / work place / office of the Bidder to get the credentials of the information furnished by the Bidder verified by collecting the spot information as to the status, workmanship & quality of the services rendered by them. If any information furnished by the Bidder is found to be incorrect, the tender of such Bidder shall be liable for rejection and EMD will be forfeited.

16. **SITE VISIT:** The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

17. **CLARIFICATION OF BIDDING DOCUMENTS**:

A prospective bidder requiring any clarification of the Bidding Documents may notify ITPO in writing or email at ITPO's mailing address indicated in the Invitation for Bids. ITPO will respond in writing to any request for clarification of the Bidding documents which it receives 5 working days prior to the deadline for the submission of bids prescribed by ITPO. Written copies of ITPO's response (including an explanation of the query but without identifying the source of the query) will be uploaded on e-tendering website. Any Clarification or information required by the bidder but same not received by ITPO, five days prior to the bid due date, the same is liable to be considered as no clarification/information required.

18. Disclaimer:

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than selection of a company for undertaking Contract.

The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above, does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. The ITPO also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that ITPO is bound to select a Bidder and reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

19. 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.

20. 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.

21. 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.

22. 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.

23. Instruction for Filling Financial Bid in BOQ format.

a) The agency must fill the rates online mode only.
b) The basic rates are to be provided by the agency in Rupees. Column for EPF, ESI and EDLI & admin charges are not to be amended and be filled in percentage only.
c) **The participating agencies would be required to quote their agencies service charge in their financial bid BOQ and which should not be NIL charges (as per Office Order No.29(1)2014-PPD, Ministry of Finance –Dept of Expenditure) otherwise Tender will be rejected**. Fire guard may be considered under semi-skilled category and Fire Supervisor may be considered under the skilled category. The Agency Service charges are to be filled in percentages, which computer will convert itself in Rupees and subsequently add to the final price.
d) In case of any agency filled service charges as NIL, the agency will be declared disqualified.
e) If any fire agency quote the rates lower than the minimum wages and other statutory obligation as laid down by the Govt. of NCT of Delhi or Central Govt. of India in accordance with the minimum Wage Notification issued by the Government of NCT of Delhi or Central Govt. of India (Whichever is higher) will be declared disqualified and the bid of agency will be rejected.

24. Tender evaluation committee:

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

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. The committee reserve rights to hire one or more than one fire agency and award part/ whole of job to other fire agency.

iii. Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.

iv. **The committee will evaluate the companies on below mentioned parameters in case of many companies found eligible after technical evaluation and only top 3-4 agencies as per these parameters will be declared eligible for financial opening bids.**

S.No	Parameters for Evaluation	Weightage	Agency Evaluation
1	**Total years of Continuous experience with Govt/PSUs**		
	a) Up to 3 Years	**2**	
	b) 3 - 5 Years	**3**	
	c) More than 5 Years	**5**	
2	**Total numbers of fire personnel (Certified by CA) at the direct payroll of agency**		
	a) 150 – 300	**2**	
	b) 300 – 500	**3**	
	c) More than 500	**5**	
3	**Turnover of Company (Certified by CA in Rupees for 2019 - 2020).**		
	a) Up to 2 Crore	**2**	
	b) 02 Crore to 04 Crore	**3**	
	c) More than 04 Crore	**5**	
4	**Location of Headquarter**		
	In Delhi/NCR Region	**5**	
5	**Assets of agency like Training Institute & Fire Tenders etc. The fire tenders should be in the name of agency/Owner/proprietor/partner/Board member of agency.**		
	a) One Training Institute	**3**	
	b) More than One training Institute	**5**	
	c) Up to 04 fire tenders	2	
	d) 04 - 07 fire tenders	3	
	e) More than 07 fire tenders	5	
TOTAL			

The participating agencies must submit all the relevant documents as mentioned above along with the tender documents i.e "PARAMETERS FOR EVALUATION" so that technical evaluation committee can evaluate the agency on above parameters.

25. 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.

26. ITPO 'S Decision to be final:

- 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 deposit/EMD shall be forfeited.
- ITPO reserves the right to relax/withdraw/amend/modify any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- 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.
- ITPO may select L2 agency (to meet regular requirement or additional requirement as decided by ITPO) if the L2 agency agreed to provide the services at L1 rates.
- The final decision would be based on the technical capacity (**Parameters for Evaluation**) 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.
- 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 reserves 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.
- This tender is non- transferable.
- 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.

27. RECTIFICATION OF ERRORS:

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected and his EMD may be forfeited.

28. 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 nonconformity 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 by the Tender evaluation committee.

29. Undertaking:

An unconditional undertaking from the Bidder stating the compliance with all the terms and conditions of the Contract/Tender and Technical Specifications of the Bidding Document will be required, since no deviation will be acceptable to ITPO. The job contract of ITPO in respect of man-power (fire staff) requirement during the tenure of this Contract shall be governed in accordance with the terms & conditions.

INDIA TRADE PROMOTION ORGANISATION
Pragati Maidan, New Delhi 110001

TERMS AND CONDITONS FOR HIRING OF RECOGNIZED AND REGISTERED DELHI/NCR BASED FIRE AGENCY/AGENCIES WITHINDIA TRADE PROMOTION ORGANISATION, NEW DELHI TO PROVIDE REQUISITE MAN-POWER ON CONTRACT BASIS FROM 01 DECEMBER 2020 TO 30 NOVEMBER 2023

A. Tenure

(1) The tenure of hiring would be for a period from 01 December 2020 to 30 November 2023.

B. General

a) The hiring of Fire agencies with ITPO shall be subject to its police verification/clearance. The personnel deployed by fire agencies should have police verification and clean chit from Delhi Police/State police and will be in possession of proper photo I/Card when on duty issued by the agency. ITPO may ask for aforesaid police clearance during any time of tenure of work contract.

b) It shall be the sole liability of hired Fire Agency to maintain all records with respect to deployed Fire personnel and also responsible for deduction/payment on account of contributory employees provident fund, ESI and GST, pension and other statutory liabilities/obligations/stipulations as given in various Central/State Labour Laws from time to time in-force. The Fire agencies shall be required to submit the deposit receipt/challan of EPF & ESI, Bank statement and GST along-with their payment bills.

c) No worker, less than the age of 18 years, shall be deployed to perform duty under this contract, the fire agency shall be liable for any legal action in this regard if any and will borne the payment/ expenditures if any. ITPO shall not be liable for payment of wages for such fire guards/Supervisors.

d) In the event of any mishap within the premises of Pragati Maidan the responsibility for losses/damages etc., if subsequently attributed to carelessness/negligence of agency fire staff on duty, will have to be borne by the agency and shall have to be compensated in full. This would include absence of staff, delayed response, defective equipments and any other lapse.

e) The fire agency will have to ensure that fire personnel deployed are well trained and technically qualified in handling of fire safety equipments and fire personnel will also be made aware about all the emergency exits of the Halls where they are posted and made well versed with existing fire fighting equipments, fire hydrants and will carry out operational checks in advance.

f) The fire personnel deployed on duty must be on the permanent pay roll of the agency and they must also hold their individual EPF & ESI Card No.

g) ITPO shall give at least five working days notice to the hired Fire Agency about the requirement of guards and period of deployment.

h) ITPO also reserve its right to check the certificates and worthiness of deployed Fire guards/Supervisors and in case same is not to the satisfaction of concerned, the Fire agency shall replace the same and borne the payment/ expenditures if any. ITPO shall not be liable for payment of wages for such fire guards/Supervisors.

i) The Fire staff of the Fire agency will work in all four shifts of 8 hrs. duty .i.e. Morning, Evening, Night and general Shifts or as per the requirement of ITPO.

j) All necessary PPE's like safety shoes, safety goggles, nose mask, ear plug will be provided by Fire agency to carry out jobs safely.

k) If any fire staff is found not wearing prescribed uniform, he will not be taken on duty and will be marked absent for that day.

l) If any Fire staff is found under the influence of alcohol/drugs or involved in theft or quarrel activity, the agency may be served notice and that individual will not be taken on duty.

m) Stationery items like registers, pens, duty roasters etc will be provided by the Fire agency.

n) All personnel deployed by the contractor shall be on the direct rolls of the contractor.

o) The fire staff shall mark their attendance in the register/attendance sheet maintained at Fire control room/security control room.

p) The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.

q) If any incident of misbehavior with colleagues/seniors & negligence in work is found, the concerned person may be detached with the services with immediate effect.

r) The personnel to be deputed by the contractor shall observe all security, fire and safety rules of ITPO while at the site/work. His work/services will be under the supervision of contractor. Contractor has to strictly adhere to the instruction given by ITPO.

s) The fire staff will exercise utmost care and safety for carrying out the jobs mentioned in contract and Fire agency would be liable for any injury to any person.

t) In case of accident, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith and kin of injured/diseased. Contractor shall indemnify ITPO from such liabilities.

u) Payment to fire staff will be made by fire agency by online payment methods/by Cheques only and as per the contract labour act.

v) The contractor shall ensure for all compliances of labour laws such as Minimum wages, PF contribution, ESI contribution, Gratuity, Contract labour act etc.

w) No fire personnel are allowed to leave their place of duty without proper handing over of the charge of the duty post to his reliever. In case of any difficulty Shift In-charge/Duty Officer of Security Control may be contacted.

x) Fire staff would, neither consume liquor/alcohol within the premises of Pragati Maidan nor smoke inside the Exhibition Halls and also prevent others from doing so.

y) No payment of wages shall be paid in respect of fire staff found absent/missing/ without proper uniform/sleeping/Under influence of alcohol while on duty.

C. Scope of work

a) Fire staff will remain vigilant and ready for fire fighting/rescue work.
b) Attending fire and emergencies calls immediately in and around the whole Pragati Maidan premises.
c) Fire staff will man the fire station round the clock (24×7) and at the deployed place of duty.
d) Fire staff will be responsible for checking of firefighting equipment's installed at ITPO and submit the report..
a) Fire staff will conduct the fire pumps testing regularly and submit the report.
b) Fire staff will carry out the checking of wet riser system (hydrant+sprinkler) regularly and submit the report.
c) Ensure all the butterfly valves must be in open condition all the time.
d) The fire staff shall take rounds of halls during the currency/non currency of fairs on a regular basis to ensure that fire equipment's are clear and functional, material is not dumped behind the stalls and all fire exits are accessible & not blocked/obstructed/locked during all fairs.
e) Fire staff will ensure no flammable materials are used inside the premises/fairs.
f) The Fire staff will confirm that portable, properly rated and approved fire extinguishers are in their required positions. Conduct and/or monitor monthly inspections as per IS 2190 and tags are sign-offs of each fire extinguisher.
g) Fire staff will keep a strict watch on Hot works carrying out inside the Pragati Maidan.
h) The Fire staff will take regular rounds of ITPO premises and inform the fire supervisor (ITPO) all the noncompliance issue(s) if any.

D. STANDARD FOR FIREGUARD/SUPERVISOR:

(The Fire Staff having following qualifications only will be taken on duty by ITPO as and when required)

1. Fire Guard (Semi-Skilled)

a)	Educational Qualification	Minimum 10th Pass
b)	Technical Qualification	6 months Fireman Training from a recognized (State/Centre Govt. of India) Fire institute located anywhere in India.
c)	Physical Fitness	1) He shall be Physically Fit to perform the Duty of Fire supervisor. 2) No physical disability or divyang in moving around etc. to be checked.
d)	Practical Fireman ship	1. He should be able to perform the Fire/Rescue drills. 2. He should be able to operate/handle fire hydrants/Hose Reel system. 3. He should be able to operate/handle Fire Alarm/Sprinklers and Fire Detection Systems. 4. He should have knowledge of operation of Fire Tender Equipments. 5. He should be able to handle the First Aid Fire Fighting Equipment/Fire Extinguishers. 6. He should have knowledge of providing First Aid to the injured and transporting them up to the Ambulance by manually/Stretcher.

Fire Supervisor (Skilled)

a.	Education Qualification	Minimum 12th Pass
b.	Technical Qualification	6 Months Fireman Training from a recognized (State/Centre Govt. of India) Fire Institute located anywhere in India
c.	Experience	At least two years experience as a Fireman.
d.	Physical Fitness	1) He shall be Physically Fit to perform the Duty of Fire supervisor. 2) No physical disability or divyang in moving around etc. to be checked.
e.	Physical Fitness & Practical Fireman ship	1. He should be able to perform the Fire/Rescue drills. 2. He should be able to perform the fire pumps testing. 3. He should be able to operate/handle fire hydrants/Hose Reel system. 4. He should be able to operate/handle Fire Alarm/Sprinklers and Fire Detection Systems. 5. He should have knowledge of operation of Fire Tender Equipments. 6. He should be able to do the maintenance and checking of First Aid Fire Fighting Extinguishers as per IS 2190. 7. He should have knowledge of providing First Aid to the injured and transporting them up to the Ambulance by manually/Stretcher. 8. He should be able to read, write and understand English to reasonable level.

E. Reporting Time

(1) Fire personnel of the agency will report to our Security Office daily 30 minutes before the scheduled timing of each shift in order to mark their attendance and subsequently their deployment at various duty points.

(2) No Fire personnel is allowed to leave his place of duty without proper handing over the charge of the duty post to his reliever. In case of any difficulty, Shift In-charge/Duty Officer may be contacted.

F. Uniform

(1) Fire staff provided by the Fire agencies will be properly dressed while on duty. Dress items to be worn by the fire staff would be as given under. (Poor turn-out and any deviation from approved dress will amount to breach of the contract).

(2) The Fire staff of the agency would wear the Identity Card of their agency and shall also carry the On Duty pass issued by the ITPO while on duty. The Fire staff of the agency shall also wear an arm badge indicating **"ON ITPO DUTY"** as and when required by ITPO and same will have to be provided by the agency at their own cost.

Uniform for Fire Guards / Fire Supervisor

i. Khaki Shirt (For Summer & Winter Separately)
ii. Khaki Trouser -do-
iii. Maroon Beret Cap with Agency Metallic Cap Badge.
iv. Shoulder Flap with Agency Metallic Shoulder Badge (For Fire Guard & Fire Supervisor).
v. Black Ammunition Boots / Safety Boots with Non Skid Rubber Sole.
vi. Black Leather Belt along with Insulated Fireman Axe with Leather Pouch.
vii. Black Gum Boots of Swastik Make (Soft Rubber).
viii. Yellow FRP Helmet along with safety neck cover.
ix. Maroon Lanyard with Thunder Bolt Whistle.
x. Khaki Woolen Jersey (For Winter).

Note:

1. After enrolment in the panel, the team of Fire Division formed by GM (Security) will also check whether the parameters are being adhered to by fire agency or not.
2. In case it is found that fire agencies are not following the given parameters, they will be first advised which will be followed by warning. If still the fire agency fails to comply with parameters, ITPO is empowered to cancel the contract of the fire agency.
3. A list of fire personal being detail for a fair will be submitted to the organizer and GM (Security) in Advance. It should contain all the details about the required documents.
4. **Documentation**: **-** Agency should maintain a register containing, the names, addresses, photographs, along with Police verification reports and biometric details and records of salaries paid to the guards in accordance with Minimum Wage Act and deduction of PF and ESI be made as per prescribed rules. The salary will be paid through bank only under intimation to ITPO.

G. Duration of Contract: From date of award of contract upto 30 November 2023. However, the same may be further extended for a period of one year/ two years or as required by ITPO on same terms & conditions on mutually agreed basis.

H. Penalties:-

a) If Fire Agency fail to provide requisite Trained manpower for fairs/monthly basis
Or
b) Fire Staff failed to perform the job as per contract/failed to act swiftly on fire call/found involvement in illegal activity/against ITPO policy.

The agencies may be given written warnings for first two instances, after that a penalty of Rs. 1000/- per instance for another two instances may be imposed. On fifth instance, the tender may be terminated as per the TERMINATION clause and agency may also be debarred from future hiring/contract with ITPO.

c) Any violation of Minimum wages Act , Contract labor Act, ESI Act, EPF Act and /or other labour laws, as applicable and amended from time to time, for the services shall lead to termination of contract. Besides, appropriate legal action as well as administrative action (including debarment, blacklisting etc.), as deemed fit, shall be taken against the delinquent agency/contractor. All responsibilities on account of above violation shall be the sole responsibilities of agency/contractor.

I. Security Deposits

A total amount of **Rs. 2,00,000/- (Rupees two lakhs only)** will be charged from the Fire Agency who will be taken on panel by the ITPO as refundable security deposit within one month of the receipt of notification of award. The security deposit shall be refunded to the fire agencies on request after six months of satisfactory completion of the contract period. The earnest money as well as the security deposit will not bear any interest.

J. Forfeiture of Security Deposits:

- In case of any breach or lapse on the part of the Agency, ITPO will be entitled to invoke the Security Deposits without any objection from the Agency in any manner. The Security Deposits shall stand forfeited, if a bidder withdraws or amends the bid /tender or fails to sign the agreement (as attached sample) or accept the contract within the stipulated period as decided by ITPO.
- In case the Fire agency, at any stage fails to provide the man-power requirement of ITPO as mentioned above would tantamount to the cancellation of the contract and the amount of the **Security Deposit** shall be forfeited in full by the ITPO and in this regard no representation would be entertained thereafter.

K. Payment of wages to deployed Fire Guards/Supervisor

- The Fire agency/agencies to pay minimum wages and other statutory obligation as laid down by the Govt. of NCT of Delhi or Central Govt. of India in accordance with the minimum Wage Notification issued by the Government of NCT of Delhi or Central Govt. of India (Whichever is higher) from time to time. The responsibility of timely payment of wages to its employees and compliance of labour law, EPF Law & ESI Law shall rest with the fire agency.
- **The Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number or bank transfer details and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by ITPO.**

L. Rate and Taxes

i) The GST as applicable from time to time shall be payable by fire agency on the total billing. The amount of GST as calculated by the fire agency will be deposited with the concerned Government department and the copy of challan of payments to be submitted along with the bill to ITPO.
ii) TDS as applicable from time to time shall be deducted on gross amount of the bill as per rules.
iii) Taxes extra as applicable will be payable by the fire agency as levied by the State/Central Government from time to time.

M. Submission of bills – The bills shall be submitted by the party within one month after conclusion of the event/fair along with following documents:-

i) Copy of job order
ii) Copy of attendance sheet
iii) Copy of challan for GST deposited
iv) **Bank statement for depositing the salary by online mode/Cheque**.
v) Copy of challan of ESI
vi) Copy of challan of EPF
vii) Form 36 B for EPF
viii) ECR for EPF

N. Insurance Cover

(1) The Fire Agency shall take out comprehensive insurance cover for all the personnel deployed to cover any accident, and copy of same shall be submitted to ITPO.
(2) The Fire Agency undertakes all responsibilities to keep alive the insurance cover and shall not allow the lapse of such policy at any point of time.

O. Indemnity

(1) The Agency/Contractor shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. at any time during the subsistence of Agreement/Contract and subsequent thereto relating to the period of Agreement/Contract, arising out of a breach by Agency/Contractor and/or its sub-contractors, agents, employees etc. of any of its obligations under this tender/Agreement. (Annexure **VI**).

(2) The fire agency undertake all responsibility/responsibilities arising out of loss, damage, theft excluding natural wear and tear/calamity to make good or replace the equipment/accessories within 24 hrs. to 72 hrs. as per exigency and shall bear the expenses thereto. The agency undertake to make good to the ITPO the loss to the property (movable or immovable) if it is found the same is out of their negligence/non application of diligence of deployed personnel.

(3) The fire agency is required to submit the indemnity bond indemnifying ITPO from any claim arising on account of deduction/payment to statutory authority on account of contributory employees provident fund, ESI, pension and other statutory liabilities/obligations/stipulations as given in various Central/State Labour Laws from time to time in-force.

P. Force-Majeure

If at any time, during the continuance of this contract, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory Authority, explosion, pandemic, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities for any act of GOD (hereinafter referred to as EVENT) beyond their control unequivocally and accepted by other, provided notice of happenings of any such EVENT is given by the affected party to the other, within 15 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any such claims for damages/ compensation against the other, in respect of such non-performance or delay in performance provided the contract 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 contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his option terminate the contract.

Q. 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 (sample attached – Annexure VII).

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. (the expenditure of agreement will be borne by successful bidder).

R. Termination

(1) Any breach of the terms and conditions of the contract may culminate into termination of contract.

(2) If the services of contractor are not found satisfactory/fail to provide the requisite trained manpower for fairs/monthly, the contractor may be issued warnings as per penalty clause by ITPO to improve the performance. Failing to which, a final one month notice may be issued by ITPO to terminate the contract and decision of ITPO in this regard will be final.

(3) ITPO reserves its right to review the performance of the Fire agency from time to time and point out the short comings. The Fire agency shall be under obligation to act upon to rectify/remove the notified short-comings. The contract of the agency will be cancelled on account of their very poor performance at any particular event, or violation of terms and conditions and severe negligence in performing duties.

(4) Either party may terminate the agreement by issuing the notice to this effect in writing with clear 30 days excluding first and last holidays.

No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of contract.

S. Assign & control (Sub contract)

(1) No fire agency shall be allowed to further assign/sub-assign/sub-contract the requirement of ITPO without prior approval deduced in writing and its breach would lead to cancellation of contract and forfeiture of Security Deposit.

T. Arbitration and Conciliation proceedings

In case of any dispute, both the parties (i.e. ITPO and the Agency) shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the contract agreement (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to CMD, ITPO for appointment of Sole Arbitrator . The provision of Indian Arbitration & Conciliation act, 1996. (as amended from time to time) shall apply on both parties.

It is also a term of contract that if any fees are payable to the Arbitrator, the same shall be paid equally by both the parties.

The venue of Arbitration proceedings shall be the office of ITPO, i.e. Pragati Bhawan, Pragati Maidan, New Delhi. The language of arbitration proceedings shall be English.

U. Cost of Stamp Duty

The successful bidder shall bear the cost of Stamp Duty payable for execution of this Agreement and in engrossment thereof and indemnify ITPO against any claim arising out of payment of Stamp Duty

V. Jurisdiction

The Courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of and in relation to this agreement.

ANNEXURE-I

INDIA TRADE PROMOTION ORGANISATION
(A GOVERNMENT OF INDIA ENTERPRISE)
PRAGATI MAIDAN, NEW DELHI-110001.

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

SUB: OFFER FOR HIRING OF FIRE AGENCY/AGENCIES WITH INDIA TRADE PROMOTION ORGANISATION, NEW DELHI TO PROVIDE MAN-POWER ON CONTRACT BASIS FROM 01 DECEMBER 2020 TO 30 NOVEMBER 2023.

1. Name of the Fire Agency :

2. Postal and Registered office Address :

3. Telephone

4. Fax :

5. Email :

6. (a) Registration No. with Registrar of Co. :

   (b) ESI Registration Code No. :

   (c) EPF Registration Code No. :

   (d) GST No. :

   (e) PAN / TIN No. :

7. Nature of the organization company Incorporated / Proprietorship Firm / Partnership Firm / Society (Please enclose copy of the certificate) :

8. No. of fire personnel employed (Organizational setup) :

9. Date of start of business :

10. Total work experience in the field :

11. Work experience with ITPO, if any :

12. Annual turn-over of the agency during the last three years certified by C.A. :

13. List of companies where applicant had Provided Fire staff in preceeding 3 years (Kindly attach separate sheet) :

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

Note: Please attach attested copies of the above documents.

Annexure -II

Declaration

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

To,

Sr. Manager (Security)
India Trade Promotion Organisation
Pragati Bhawan
Near Hall No -7,
Pragati Maidan
New Delhi-110001

Subject: TENDER FOR HIRING OF FIRE AGENCY/AGENCIES WITH INDIA TRADE PROMOTION ORGANISATION TO PROVIDE REQUISITE MAN-POWER ON CONTRACT BASIS FROM 01 DECEMBER 2020 TO 30 NOVEMBER 2023.

Dear Sir,

With respect to the e- tender enquiry, I / We hereby submit my / our tender in a required on-line format. I / We have adhered to the requirements prescribed by ITPO, New Delhi. I / We have carefully gone through the guidelines / scope of work/ terms and conditions and prescribed format and I / We accept the same without any alternations / modifications.

Thanking you,

Yours faithfully,

(Signature and seal of bidder)

Date:
Place: Address:

Annexure: III

TENDER ACCEPTANCE LETTER

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

Date:

To,
Sr. Manager
Security Division
INDIA TRADE PROMOTION ORGANISATION
Pragati Bhawan, Pragati Maidan,
New Delhi – 110001

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: Hiring of fire agency/agencies with India Trade Promotion Organisation, New Delhi to provide the services of fire guards and fire supervisors for the period 01 December 2020 to 30 November 2023 for monthly requirement and requirement during fairs held at Pragati Maidan, New Delhi.

Dear Sir,

1. 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).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 01 to 32 (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 too has 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.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE-IV

UNDERTAKING

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

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document, scope of work, 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 are 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 undertake contract/information provided by me are false.
4. I hereby undertake to undertake contract, as per directions given in the tender notice..

(Signature of the Tenderer)

Place: Name of the Signatory:_____

Date: Name of the Firm/agency _____

Seal of the Firm/Agency _____

ANNEXURE-V

DECLARATION

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

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 _____

Annexure: VI

On Rs. 100/- Non-Judicial Stamp Paper duly Notarized

INDEMNITY BOND

This Indemnity Bond is executed on this _____day of _____ 2020 at New Delhi.

I, Smt./Ms. _____ Authorized Director/ Authorized Signatory/Authorized Representative having authority to sign this Indemnity Bond on behalf of company vide resolution passed by Board of Directors in meeting held on _____ and extract thereof duly signed by the Company Secretary/ Managing Director/ Whole Time Director is attached herein as Annexure-I.

I above named, on behalf of M/s _____, hereby indemnify and kept it indemnified India Trade Promotion Organisation (ITPO), Pragati Bhawan, Pragati Maidan, New Delhi-110001, which expression shall include and mean its successors, administrators and assigns against any claim including that of third party claim arising out of services rendered to ITPO. This also includes any payment already made by ITPO erroneously claimed second time and paid by ITPO in good faith on the basis of duplicate bill under the gauge of losing the original bill. The same shall be refunded within 10 days from the receipt of notice thereof and/or any third party claim for the period of execution of the agreement even after lapse of agreement.

I shall also adhere to the Indemnity clauses as mentioned below.

(1) The Agency/Contractor shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. at any time during the subsistence of Agreement/Contract and subsequent thereto relating to the period of Agreement/Contract, arising out of a breach by Agency/Contractor and/or its sub-contractors, agents, employees etc. of any of its obligations under this Tender/Agreement.

(2) The fire agency undertake all responsibility/responsibilities arising out of loss, damage, theft excluding natural wear and tear/calamity to make good or replace the equipment/accessories within 24 hrs. to 72 hrs. as per exigency and shall bear the expenses thereto. The agency undertake to make good to the ITPO the loss to the property (movable or immovable) if it is found the same is out of their negligence/non application of diligence of deployed personnel.

(3) The fire agency is required to submit the indemnity bond indemnifying ITPO from any claim arising on account of deduction/payment to statutory authority on account of contributory employees provident fund, ESI, pension and other statutory liabilities/obligations/stipulations as given in various Central/State Labour Laws from time to time in-force.

In witness whereof, I_____ Authorized Representative hereinabove execute this Indemnity Bond in presence of witnesses stated below on day, month and year stated above.

Signature of authorized signatory

(with official seal)

WITNESSES

1._____

(Signature)

Name:_____

Address:_____

_____

2._____

(Signature)

Name:_____

Address:_____

_____

"NB: The Executor of this Indemnity Bond shall submit copy of authentic Identity Card and PAN No., which shall be attached with this indemnity Bond. These documents needs to be certified True Copy by the Notary Public.''

AGREEMENT

Annexure: VII

AN AGREEMENT is made this……BETWEEN the India Trade Promotion Organisation. A company Incorporated under the companies Act, 1956 and with its registered office at Pragati Maidan New Delhi-110 001, which expression shall include its successor, unless repugnant to or Excluded by the contract here of and assignees of and represented by its CMD, ITPO the first party (hereinafter called the Authority) and by its sole proprietor/partners, Managing Director …….(which expression shall be including his/its successor's heirs, executors, representative and or assignees of the second party (hereinafter called the contractor).

WHEREAS the Authority has, under Notification No. ……...…… ……..

WHEREAS the contractor has submitted tender for carrying out the work as above as per the tender document page 01 to 32 and has represented that in conformity with his/its obligation contained in the tender as modified by the correction slips and corrigendum contained he/it shall carryout the same truly, faithfully and honestly.

WHEREAS the contractor will carry out the duties as mentioned:

a) Fire staff will remain vigilant and ready for fire fighting/rescue work.
b) Attending fire and emergencies calls immediately in and around the whole Pragati Maidan premises.
c) Fire staff will man the fire station round the clock (24×7) and at the deployed place of duty.
d) Fire staff will be responsible for checking of firefighting equipment's installed at ITPO.
e) Fire staff will conduct the fire pumps testing regularly.
f) Fire staff will carry out the checking of wet riser system (hydrant+sprinkler) regularly.
g) Ensure all the butterfly valves must be in open condition all the time.
h) The fire staff shall take rounds of halls during the currency/non currency of fairs on a regular basis to ensure that fire equipment's are clear and functional, material is not dumped behind the stalls and all fire exits are accessible & not blocked/obstructed/locked during all fairs.
i) Fire staff will ensure no flammable material are used inside the premises/fairs.
j) The Fire staff will confirm that portable, properly rated and approved fire extinguishers are in their required positions. Conduct and/or monitor monthly inspections as per IS 2190 and tags are sign-offs of each fire extinguisher.
k) The Fire staff will take regular rounds of ITPO premises and inform the fire supervisor (ITPO) all the noncompliance issue(s) if any.

WHEREAS the contractor will have the insurance cover as mentioned:

a) The Fire Agency shall take out comprehensive insurance cover for all the personnel deployed to cover any accident, and copy of same shall be submitted to ITPO.
b) The Fire Agency undertakes all responsibilities to keep alive the insurance cover and shall not allow the lapse of such policy at any point of time.

WHEREAS the contractor will submit the bills within one month after conclusion of the event/fair along with following documents:-

a) Copy of job order
b) Copy of attendance sheet
c) Copy of challan for GST deposited
d) Bank statement for depositing the salary by online mode/Cheque Numbers
e) Copy of challan of ESI
f) Copy of challan of EPF
g) Form 36 B for EPF
h) ECR for EPF

WHEREAS the contractor will comply the mentioned Rates and Taxes:

a) The GST as applicable from time to time shall be payable by fire agency on the total billing. The amount of GST as calculated by the fire agency will be deposited with the concerned Government department and the copy of challan of payments to be submitted along with the bill to ITPO.
b) TDS as applicable from time to time shall be deducted on gross amount of the bill as per rules.

c) Taxes extra as applicable will be payable by the fire agency as levied by the State/Central Government from time to time.

d) The Fire agency/agencies to pay minimum wages and other statutory obligation as laid down by the Govt. of NCT of Delhi or Central Govt. of India in accordance with the minimum Wage Notification issued by the Government of NCT of Delhi or Central Govt. of India (Whichever is higher) from time to time. The responsibility of timely payment of wages to its employees and compliance of labour law, EPF Law & ESI Law will rest with the fire agency.

WHEREAS both parties shall abide by the **Arbitration and Conciliation proceedings:**

- In case of any dispute, both the parties (i.e. ITPO and the Agency) shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the contract agreement (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to CMD, ITPO for appointment of Sole Arbitrator . The provision of Indian Arbitration & Conciliation act, 1996. (as amended from time to time) shall apply on both parties.
- It is also a term of contract that if any fees are payable to the Arbitrator, these shall be paid equally by both the parties.
- The venue of Arbitration proceedings shall be the office of ITPO, i.e. Pragati Bhawan, Pragati Maidan, New Delhi.

THE SAME has been accepted by both the parties on the terms and conditions, corrections, corrigendum contained in the tender as modified as well as the letter of acceptance Issued party No. 1 annexed here to as.

The same shall be binding on both the parties.

IN WITNESS WHEREOF, the parties have signed the deed of agreement on the date, month and year referred to above.

At New Delhi.
WITNESS

1. _____ Party No. 1
2. _____ Party No. 2

Annexure: VIII

FINANCIAL BID UNDERTAKING

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

From: (Full name and address of the Bidder)_____

_____

_____

To,

_____

_____

Dear Sir/Madam,

1. I submit the Price Bid for **"**Hiring of fire agency/agencies with India Trade Promotion Organisation, New Delhi to provide the services of fire guards and fire supervisors for the period 01 December 2020 to 30 November 2023 for monthly requirement and requirement during fairs held at Pragati Maidan, New Delhi" 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 to provide the requisite fire staff at the rates as indicated in the price Bid.

Authorized Signatory

(Signature of the Authorized Person)

Annexure: IX

INDIA TRADE PROMOTION ORGANISATION

(A GOVERNMENT OF INDIA ENTERPRISE)
PRAGATI MAIDAN, NEW DELHI-110001.

FINANCIAL BID

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

HIRING OF FIRE AGENCY/AGENCIES WITH INDIA TRADE PROMOTION ORGANISATION TO PROVIDE REQUISITE MAN-POWER ON CONTRACT BASIS FROM 01 DECEMBER 2020 to 30 NOVEMBER 2023 (This financial bid is applicable for ITPO and ITPO organized fairs)

It is only sample, the prices are to be filled in attached BoQ as per Eligibility Criteria Clause No. 23 of tender Documents.

SCHEDULE OF RATES OF WAGES FOR PER DAY PER PERSON FOR 8 HRS. DUTY

S. No	Description	A Fire Guard (Semi Skilled) Per Day(in Rs/-)	B Fire Supervisor (Skilled) Per day(in Rs/-)
1.	**Wages for Fire Guard / Fire Supervisor (Should not be less than minimum wages as per Government of NCT of Delhi or Central Govt. of India (Whichever is higher)**		
2.	EPF 12% of (1) above		
3.	ESI 3.25% of (1) above		
4.	EDLI & Admin. charges 1% of (1) above		
5.	**Agency Service charges (Should not be Nil charges of (1) above)**		
6.	**COST PER HEAD**		
7.	GST as Applicable		
8.	**GRANT TOTAL (In Rs.)**		

The L1 will be decided as per the collective cost per head i.e sum of A+B of above mentioned financial bid (Without GST)

I have read the Terms & Conditions for hiring of fire agency/agencies with ITPO **from 01 December 2020 to 30 November 2023** as mentioned above and accepted the same. I have quoted above mentioned rates for per day for 8 hrs as duties mentioned in the tender document.

Place…….
Date……..

Signature……..
Name……
Designation……..
Address……
……