

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

Notice Inviting E-Tender (NIT)

T e n d e r N o.:266-ITPO(6)/ST/2016

"TENDER DOCUMENT FOR COMPHRENSIVE ANNUAL MAINTENANCE CONTRACT FOR FIRE FIGHTING EQUIPMENTS INSTALLED AT VARIUOS LOCATIONS WITHIN PRAGATI MAIDAN, ITPO, NEW DELHI".



No.- 266-ITPO (6)/ST/2016

Dated : 29/08/2016

Sub: "TENDER DOCUMENT FOR COMPHRENSIVE ANNUAL MAINTENANCE CONTRACT FOR FIRE FIGHTING EQUIPMENTS INSTALLED AT VARIUOS LOCATIONS WITHIN PRAGATI MAIDAN, ITPO, NEW DELHI"-reg.

- India Trade Promotion Organisation (ITPO) invites online bids through two bid system (Technical and Commercial) for "Comprehensive Annual Maintenance Contract for Fire Fighting Equipments installed at various locations in Pragati Maidan, ITPO, New Delhi "from interested, financially sound, inline, experienced, reputed and capable Original Equipment Manufacturers / Authorized dealers, who fulfills the eligibility criteria of Tender Document and operating their business in Delhi and NCR. Manual bids shall not be accepted.
- a. The tender documents are available on our website <u>www.indiatradefair.com</u> (for reference only) & <u>www.eprocure.gov.in</u> 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 downloaded from mav be ITPO'S web site CPPP www.indiatradefair.com (for reference only) site and https://eprocure.gov.in/eprocure/app as per the schedule as given in CRITICAL DATA SHEET as under.

Tender Notice No.	266-ITPO(6)/ST/2012-2016	
Published Date	29/08/2016	
Bid Document Download/Start Date and Time	29/08/2016 & 10. a.m.	
Bid Submission Start Date	29/08/2016	
Bid Submission End Date and Time	16/09/2016 and 3.00 p.m.	
Opening of Technical Bids and Time	19/09/2016 and 2.30.p.m	
Communication Address	Manager, Store Division,	
	Prantik Building ,	
	Pragati Maidan	
	New Delhi-110001	
Feel free to Contact regarding query, if any	Desk No.: 011-2337 1783/8645	
To get the copy of tender documents	kindly visit the <u>tender section</u> of	
	corporate website	
	(http//www.indiatradefair.com)	

INDICATIVE CRITICAL DATA SHEET:

- c. Bids shall be submitted online only at CPPP website: <u>https://eprocure.gov.in/eprocure/app</u>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/ Tenders for the esubmission of the bids online through the Central Public Procurement Portal for e-Procurement at <u>https://eprocure.gov.in/eprocure/app'</u>. 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 contactor 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 <u>https://eprocure.gov.in/eprocure/app</u>, 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 <u>www.indiatradefair.com</u> and CPPP website <u>https://eprocure.gov.in/eprocure/app</u> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

g. E M D and Tender Cost:

Earnest Money Deposit and Tender Cost are to be deposited electronically by NEFT/RTGS in the account of 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.

Sr.	Name of the Beneficiary	:	India Trade Promotion Organisation
No.			(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

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

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

Submission of Tender:

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

Technical Bid (Check list):

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

- i) Scanned copy of valid registration certificate or trade license certificate, experience certificate, performance certificate, if any, PAN No. as per the Tender documents.
- ii) Scanned copy of previous three years Income-tax / VAT tax return / latest VAT Clearance Certificate, VAT Certificate/TAN Certificate, if any, TIN No, Service Tax No. Certificate
- iii) Scanned copy of audited Balance sheet plus profit and loss account of last three years audited by certified CA.
- iv) Scanned Copyof self-attested copy of Partnership deed as per the tender documents, if any.
- v) Scanned Copy of ISO Certificate and other Technical Capability Certificate (CE, BIS, ISI), if any
- vi) Scanned copy of Authority Certificate issued from Delhi Fire Service Board or equivalent govt. Agency.
- vii) Scanned copy of documents like Earnest Money Deposit & Tender Cost.
- viii)Scanned copy of Tender Acceptance Letter (Annexure-V)
- ix) Scanned Copy of format of Power of Attorney for the Authorized Signatory (Annexure-IV)
- x) Scanned Copy of blacklisting certificate in this regard (Annexure--VII)
- xi) Scanned copy of unqualified undertaking for accepting the terms and conditions, scope of work and Maintenance Schedule. (Annexure-VI).
- xii) Scanned copy of Declaration on this subject (Annexure-II)
- xiii) Scanned copy of "SITE INSPECTION CERTIFICATE" (Annexure-III)

Price Bid/Financial Bid:

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

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: <u>https://eprocure.gov.in/eprocure/app</u>.

REGISTRATION:

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <u>https://eprocure.gov.in/eprocure/app</u>) 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.
- 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:

- 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:

- 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.
- 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: 29/08/2016 Place: New Delhi Manager (Stores)

I. ELIGIBILITY CRITERIA:

(Please upload self- attested documents as per given below):

1. The bidder should attach and upload Tender Cost of Rs. 500/- (Rs. Five Hundred only) and EMD of Rs. 6,000/- (Rs. Six Thousand 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 bidders should have business office as well as workmanship in Delhi and NCR area. Under no circumstances, the company, outside of Delhi-NCR could be considered.

3. The bidder should have valid license from Directorate of Delhi Fire Service Board or Equivalent Govt. Agency or Authority.

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. To attach/upload scanned copy the followings submitted along with e-tender document through online :
 - Profit-loss statement+ balance sheet for three years certified by authorized CA,
 - Last three years Income Tax Certificate/ VAT Return,
 - Service Tax Registration Certificate
 - Performance certificate, if any,
 - ISO certificate and other Technical Capability Certificate, like (ISI, CE, BSI, etc.) if any,
 - Authority Certificate from Delhi Fire Service Board or Equivalent govt. Agency
 - Valid Trade License Certificate or Registration Certificate,
 - PAN Card & TIN Certificate,
 - Copy of self-attested Partnership deed as per the tender documents, if any.
 - Copy of Tender Acceptance Letter (Annexure-V)
 - Copy of format of Power of Attorney for the Authorized Signatory (Annexure-IV)
 - Copy of blacklisting certificate in this regard (Annexure--VII)
 - Copy of unqualified undertaking for accepting the terms and conditions, scope of work and Maintenance Schedule. (Annexure-VI).
 - Copy of Declaration on this subject. (Annexure-II)
 - Copy of "SITE INSPECTION CERTIFICATE" (Annexure-III)
 - Price bid Undertaking (Annexure-VIII)
- 6. The Bidder should have turnover not less than 'two lakh /- (Rupees two lakh only) for three years.
- 7. The tenders of those Bidders who do not fulfill above eligibility criteria are liable for rejection.

II. 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.

5. 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 CAMC of firefighting equipments.

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.

6. 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.

7. 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.

8. 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.

9. DGS&D, MSME, SC/ST ENTREPRENEUR:

Suppliers registered under DGS&D, Micro Small Medium Enterprise (MSME) and SC/ST Entrepreneurs are encouraged to apply for the tender. If the bidder is a Micro, Small, Medium Enterprise (MSME) or a SC/ST Entrepreneur, than 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.

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

The successful bidder shall have to furnish a bid security/EMD of Rs. 6, 000 /- (Rupees six thousand only) and tender cost of Rs. 500 /- (Rupees five hundred only) 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.

11. 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 successful bidder's EMD will be discharged upon receiving of Performance Guarantee. EMD of unsuccessful bidders without bearing any interest shall be refunded after finalization of Tender.
- v. The EMD will be forfeited:

• 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 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.

12. 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. 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.

13. 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.

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 service taxes, 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 paid by the bidder only.
- iii. Price quoted should be for inclusive of freight, packing, forwarding and insurance. If sales tax, excise duty, value added tax 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 quotation inclusive of these taxes.
- iv. Bidders may please quote their unconditional and competitive rates strictly as per the list of item mentioned in the Annexure-IX. After scrutiny/evaluation of parties, ITPO deserves to issue award of work order for undertaking CAMC.
- v. Service Tax/VAT, if any, must be quoted, failing which no amount would be paid towards service Tax/VAT. Further TDS and other applicable taxes, as per prevailing rates, will be deducted by before making the payment to the successful bidder.

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 RFP document and it will be notified.

16. Performance Deposit Guarantee:

The successful bidder shall has to furnish a Performance Guarantee or Performance Security Deposit of Rs . 20, 000 /- (Rupees twenty thousand only) in the form of account payee demand draft, drawn on any nationalized or scheduled commercial bank, in favour of the India Trade Promotion Organisation, payable at New Delhi within ten days after placing award of work. This receipt is only for successful performance during the period of contract. The performance guarantee will be returned after successful completion of the contract period and after adjusting dues, if any. Also No further interest will be paid by ITPO to the successful bidder on the part of the performance guarantee.

17. FORFIETURE OF PERFORMACE SECURITY DEPOSIT:

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

18. 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:

 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.

- 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.
- If the last day 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.
- 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.
- 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.
- Any request made by successful party for increase in the approved rates of ITPO during contract period for any reason, will not be entertained.

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 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. Non-responsive/Non- completion of bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

21. PAYMENT TERMS:

- a) Advance payments will not be made against work order.
- b) Payment will be made within sixty days after rendering complete satisfactory services and receipt of Invoice with related service reports and making all necessary deductions of dues & penalties, if any, as contemplated under the contract.
- c) 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.

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. GOVERNING LAW:

The laws of Republic of India shall govern the Tender Document and the Contract.

27. RESOLUTION OF DISPUTES:

The dispute resolution mechanism shall be as follows:

- In case of dispute between ITPO and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act, 1996.
- If such dispute arises then either party may forthwith give to the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator/ conciliator in accordance with Indian Arbitration and Conciliation Act 1996.
- The CMD of ITPO will be the competent authority to nominate person/ official who will act as arbitrator/ conciliator.
- The decision of the arbitrator/ conciliator shall be final and binding upon both the parties, i.e. ITPO and the successful bidder.

• All unresolved disputed matters will have the jurisdiction of Delhi, so far as legal and court matters are concerned.

• The quoted rate of the contracting Bidder shall be deemed to have taken into account after fulfilling all the conditions mentioned above. The Bidder shall visit the Pragati Maidan, premises and properly assess the scope of work. It shall be presumed the Bidder has inspected the premises and made proper assessment and requirements. Once the rate is quoted and accepted and then the Bidder shall not raise any dispute that the rate quoted was less without considering the actual requirements.

28. 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.

29. 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.

30. RESPONSIBILITY OF BIDDER:

If the outer envelope is not sealed and marked as required, ITPO will assume no responsibility for the Bid's misplacement or premature opening.

31.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.

32. BIDS NOT CONSIDERED FOR EVALUATION:

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

33. OPENING OF COMMERCIAL BIDS:

Commercial Bids 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. The ITPO will prepare minutes of the Commercial Bid Opening. The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

34. 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.

35. 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.

36. 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.

37. 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.

38. FORCE MAJEURE:

The successful bidder shall not be liable for forfeiture of its Performance Guarantee or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the successful bidder shall promptly notify in writing of such conditions and the cause thereof. Unless otherwise directed by ITPO in writing, the successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

39. PERIOD OF CONRACT:

The Contract, if awarded, will be initially for a period of one year from the date of award which is further extendable up to another one year 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 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.

40. AGREEMENT/CONTRACT:

The parties to the Agreement i.e. ITPO and successful bidder shall have to enterinto a contract by formal signing of the agreement on Rs. 100/- nonjudicial 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.

41. 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.

42. 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

III. Special Terms and Conditions:

1. Bidder should ensure that the scanned documents are uploaded with Technical Bid as per Check list and all pages of Tender documents are numbered, signed and stamped. Failure to do so shall lead to the rejection of bids.

2. The Bidder will give a declaration as per attached format Annexure- II that the bidder has read and understood the above conditions and the same shall remain binding upon him in case the work is entrusted to him.

3. The bidder must visit/examine the site and its surrounding on any working day by prior appointment with the Deputy Manager (Fire) for the proper assessment of prospective assignment (scope of works) before submitting their offer. No claims later on shall be entertained. Bidder should submit a Certificate for the Site Inspection as per attached format Annexure-III.

4. Bidder should submit their details as per attached format Annexure-I with self-attested documents to be uploaded in CPPP.

5. Bidder/s shall keep his / their offer valid for a period of at least 120 days from the date of opening of the Financial Bid/Price Bid.

6. 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.

7. The performance bank guarantee should be valid for entire contract period or for the extended contract period. The Original Performance Bank Guarantee will be returned to the Bidder after 60 days of completion period subject to satisfactory performance of the Bidder's obligations under the contract and subject to such deductions as may be necessary for making up ITPO's claims against the Bidder.

8. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of tendering and for entering into a contract and must inspect the site of work and acquaint himself with all local conditions means of access to the work, nature of work and all matters as pertaining thereto.

9. Immediately, on receipt of intimation from ITPO, the acceptance of tender, the Successful Bidder will execute the work as per the instructions of ITPO and the written acceptance of the tender will constitute a binding contract between ITPO and the Bidder so tendering. It will be the responsibility of the Bidder to thoroughly examine the site from all angles.

- 10. It shall be the responsibility of the Bidder to meet transportation, food, medical and any other requirements in respect of the workers engaged by it (Bidder) at Pragati Maidan, New Delhi and ITPO shall have no liabilities in this regard.
- 11. The I T P O will not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by service providing Bidder in the course of performing their functions / duties, or for payment towards any compensation.
- 12. The quality of work, at all stages should be as per the standards laid down and explained to the Bidder by ITPO. It is made clear that there cannot be any compromise in the material quality and workmanship of work. It shall be the responsibility of the Bidder to ensure that the standards laid down from time to time are strictly maintained.

STATUTORY COMPLIANCE BY THE BIDDER:

13. The Bidder should obtain the requisite license for running the establishment from authorities such as Municipality, Local Authority, etc., at its' own cost. The ITPO shall not be responsible in any way for breach of these rules and regulations by the Bidder.

14. The Bidder shall obtain and keep it in force throughout the terms of the agreement, necessary / valid license from the Licensing authority and the rules framed there under and produce the same to ITPO before commencement of the services under the contract and also take step for getting the agreement registered under the act.

15. The Bidder shall not deploy any person below the age of 18 years.

DUTIES AND RESPONSIBLITIES OF THE BIDDER:

- 16. The Bidder shall carry out all work with utmost care, giving due consideration to safety which shall not be compromised under any circumstance. It will be responsibility of the Bidder to promote an electrically safe workplace free from unauthorized exposure to electrical hazards for all its employees and outsourced personnel so as to prevent accidents to themselves, the public (community) and the ITPO's property.
- 17. The Bidder shall be responsible for taking good care of all specialized equipments, tools and tackles used for its works. It should bring to the notice of the works that are required to be undertaken in time. In case any damage is caused to the equipments due to the gross negligence of any employees of the Bidder, Bidder undertakes to indemnify the ITPO for such damages. The amount of damages quantified at the discretion of the Fire Officer of ITPO shall be final & binding on the Bidder. The ITPO shall be at liberty to deduct such amount of damages from any dues payable to the Bidder.
- 18. The Bidder shall not assign the contract or sublet any portion of the contract. In case of breach of this condition, ITPO will serve a notice in writing on the Bidder rescinding the contract where upon the security deposit/performance bank guarantee shall stand forfeited to ITPO, without prejudice to other remedies against the Bidder.
- 19. The employees deployed by the successful Bidder should observe the discipline and should see that the decency and decorum are maintained within the course of their employment. The personnel employed for attending AMC Job shall strictly obey the Safety Rules in force while working in ITPO, Pragati Maidan, New Delhi. Smoking and drinking of Alcohol is prohibited within precinct of ITPO, Pragati Maidan, New Delhi.
- 20. All personnel employed by the Bidder shall be medically fit and having good health.
- 21. Maintenance of fire extinguishers equipments/systems as described in the scope of the work such as portable fire extinguishers etc. job includes servicing of equipments/systems, testing of firefighting pumps sets etc.

IV. Scope of Work:

Fire Extinguishers:

- 22. Maintenance for various types of Fire Extinguishers owned by ITPO as per Annexure IX installed at various locations of Pragati Maidan, . The number may increase/ decrease from time to time. (the lists of item is indicative only).
- 23. The contract shall include minimum one general service initially and subsequent monthly/quarterly/half yearly checking & submission of report to the Deputy Manager (Fire). The maintenance agency (Contractor/firm) shall be solely responsible to keep the system serviceable at all the time. The maintenance shall include servicing of all the equipments associated with the systems. Costs of spares & consumables etc. shall be included in the quoted rate.

- 24. Routine Services (Quarterly): Preventive and routine maintenance including servicing, minor rectification will be responsibility of the agency. It includes general cleaning of fire extinguishers, Checking & replacement of pressure gauges, squeeze grip, Syphon tube, discharge of nozzle, repair/ replacement of brass portion, repair/ replacement of valves/ lids, fixing/ positioning of fire extinguishers, refilling, repair/ replacement of grip handle/ PVC base/ trolley (as required), minor materials, Petroleum jelly, straw, lubricants, nuts, and bolts, distilled water, cleaning materials (soda& waste clothes etc.), log books, fuse, rubber packing, threads, indicator lamps, clamps, resistors, diodes, etc. which are covered under the scope of work and any other work to maintain the serviceability of the fire extinguishers and submit report accordingly. Nothing extra shall be paid on account of consumables and small tools, plants required for the work.
- 25. The agency will promptly inform ITPO official/authority involved/ in charge as soon as occurrences of any Major defect in these systems is noticed. So that the latter can take advance action towards its rectification and procurement will be of any material required for that purpose. Labour for the rectification will be provided by the agency in his/her quoted rates.
- 26. The AMC shall include repair or replacement of hose clips, hose nozzles, painting of the fire extinguishers, chassis repair etc.
- 27. All extinguishers and boxes shall be cleaned.
- 28. All extinguishers shall be pressure tested as per standard norms of extinguisher and water type extinguishers shall be refilled with potable water (tube well water shall not be allowed). The Cartridge of extinguishers shall be weighed and refilled if required.
- 29. The firm/contractor will engage trained and experienced technical staff and helpers, headed by a qualified fire supervisor, for undertaking maintenance service/jobs.
- 30. The firm/Contractor, will maintain the logbook for maintenance as described below:
- a) After each maintenance, the test in details to be entered in the maintenance register with dates and result achieved.
- b) After carrying out each test, the entry in the register to be got counter signed from the ITPO Officials involved. Without prior approval, no fitting/material will be removed for repairs, it will be contractor's responsibility to provide alternative temporary arrangement of such items during the periods, the item is repaired and put back into position so that the system remains fully functional all the time.
- 31. The contractor will conduct periodical fire drill onsite as per direction of Deputy Manager (Fire) including imparting training to the staff in the use of fire Extinguishers etc.
- 32. The system shall be kept in working condition till completion of the contract. The firm will arrange handing over of the total system in full functional condition after completion of the contract.
- 33. In case of Emergency, the firm shall give full support for mitigation of fire accident at no extra payment.
- 34. **Tools & Tackles**: The bidder should provide all tools and tackles required for the safe and satisfactory maintenance of the related equipment.
- 35. Contractor shall carry out Inspection, maintenance, repair including replacement of defective parts, testing, refilling and Hydraulic pressure test of all types of First Fire Extinguishers installed in various locations and facilities of ITPO as per the relevant provisions of IS 2190-2010 (Selection, Installation & Maintenance of First Aid Fire Extinguishers) and the specific requirements mentioned in this document.

- 36. Contractor will ensure that the fist aid fire extinguishers will operate properly and safely as per their specified operating parameters to ensure desired efficiency during requirement / exigencies and meet all applicable statutory requirements.
- 37. Contractor will maintain up to date all inspection, maintenance and refilling records and test certificates pertaining to specific locations / facility at ITPO.
- 38. After completion of each work (testing/maintenance), work completion report will be submitted by the contractor.
- 39. Refilling / Replacement of any discharged fire extinguishers should be attended within a response time of 24 hours from the time of intimation, on 24/7 basis. In case the Contractor fails to refill / repair the extinguisher within 24 hours form intimation, he shall replace such extinguishers with fire extinguishers suitable for the type of hazard being protected of, or at least of equal rating fire extinguisher at his own expense.
- 40. All extinguishers at all locations shall be provided identification number which shall be properly painted on the cylinder.
- 41.All defective parts shall be replaced with replacements parts meeting Indian Standards. Wherever relevant Indian Standard is not available for any particular part, high quality spares shall be used. The replacement parts shall be new and no used / overhauled parts shall be reused.
- 42. All extinguishers shall have water proof inspection and maintenance tags hanged on the body of the extinguisher and tag to be filled monthly basis.
- 43. The personnel deputed by the contractor shall mark their attendance register maintained at Fire Control Room.
- 44. The Contractor or the representatives of the contractor shall be provided a gate pass with proper markings after getting proper approval from the DM (Fire) and ITPO's Security Division, for taking away any materials, including unserviceable extinguishers or defective parts from the premises of the client.
- 45. The contractor or the representatives of the contractor will exercise utmost care and safety for carrying out the jobs mentioned in contract and would be liable for any injury to any person.
- 46. Mere failure of more than 5% of total extinguishers subjected for discharge test and delay of more than 20 days in returning the extinguishers removed for repair / refill / testing shall attract a penalty of 10% of the total AMC cost of the quarter.
- 47. Any subsequent failure in above mentioned criteria shall attract a penalty of 15% of total AMC cost of the quarter. The payment for any quarter where penalty was levied shall be after deducting the applicable penalty amount.
- 48. The contract can be terminated at any time by the ITPO due to unsatisfactory performance established on the part of AMC provider.
- 49. The AMC can be terminated at any time by giving a Notice period of two months in advance form either party.

V. MAINTENANCE SCHEDULE:

The following works/checks are required to be performed on Monthly /Quarterly /Half yearly basis and record all the activities in the log book with date and date which shall be counter signed by Deputy Manager (Fire)/Competent Authority of Security Division, ITPO, Pragati Maidan, New Delhi.

Monthly checks:

- a) Operational readiness of system during mains failure.
- b) Check the fire circuit of each zone from the panels.
- c) Check whether signals of fire and fault get transmitted from zonal panel to main panel.
- d) Performance check of the hooters shall be done along with the performance check of manual call points.
- e) Check smoke detectors, if required cleaning shall be carried out with suitable reagents.
- f) Checking of water pressure of hydrant line & action shall be taken to arrest leakage on urgent basis.
- g) Checking of main control panel of fire pump & alarming system.

Quarterly Checks:

- a) Check fault circuit of each zone by actually disconnecting wire by removing a detector.
- b) Cleaning fire circuits by facilitating actual smoke to one detector of each zone.
- c) Cleaning of all types of detectors with suitable means.
- d) Checking/servicing of major equipments such as Fire pumps, Jockey pump, pressure gauges, panels including contactors, valves, main alarm panel, auxiliary panel etc.
- e) The Bidder has to carry out a quarterly maintenance and submit a detail report for all the equipments / installations mentioned above in the scope of work. It may please be noted that all repairs or replacement of the equipments will be carried out by the contractor according to necessity and the expenditure will be borne by the agency itself.

Half Yearly:

- 50. All the checks quarterly's shall be repeated.
- **51.** Greasing of valves, checking of coupling,/ Impeller and checking of synchronization operation of main pump, Jockey pump, & Diesel pump during mains failure.
- **52.** In case of failure of contractor to attend any maintenance, the ITPO reserves the right to get the work done departmentally or through any other agency and cost so incurred will be deducted from the contractor's bill/s or any other amount lying with ITPO,
- **53.** If any of the equipment is out of the service for more than seven days except major work, a penalty of Rs. 500/per day will be levied till the equipment will take in service.
- **54.** If any damage to any equipments and allied accessories occurred due to improper maintenance or negligence in workmanship, the parts/spares will be replaced by the contractor immediately at free of cost.
- **55.** The tenderer shall comply with all the statutory provisions as laid down under various labour laws/acts/rules. In case of non-violation of any such statutory rules/laws /acts, there will not be any liability upon ITPO.

Manager (Stores)

ANNEXURE-I

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

Sub: Comprehensive Annual Maintenance Contract for firefighting equipments installed at various locations within Pragati Maidan, ITPO, New Delhi.

Sr. No.	Description of Facts	Documents to be enclosed/ Information to be shared (Facts sheet)
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 Private or MSME registered Or SC/ST MSME Entrepreneurs or DGS&D registered agency.	
05	Full Communication (Postal) address of the Agency/Firm	
06	Telephone Nos. of Office	
07	Telephone Nos. of Residence	
08	Mobile No. and Fax No, if any	
09	e-mail id and corporate website, if any	
10	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.	
11	Registration Number/Trade License No. and date of Registration of the firm / company, if any	
12	Month and Year of commencement of service business.	

13	Registration number under Delhi Fire Service Board or equivalent fire authority (Certificates to be Uploaded)	
14	Value Added Tax (VAT) or TIN No. (Certificates to be Uploaded)	
15	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.	
16	Registration Certificate in support of Permanent Account Number (PAN)/TAN No. (Certificates to be uploaded)	
17	Service Tax Registration No. (Certificates to be uploaded)	
18	Details of Earnest Money Deposit (Hard copy of Demand Draft is to be submitted before due date and time)	Draft No. Date Issuing Bank Branch Amount
19	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).	Yes / No
20	The Annual Turnover at minimum Rs. 02 lakh for the 3 years. Please attach the proof of audited profit & loss account as well as balance sheet of each year, duly signed by the authorized person and stamped by seal of Agency.	Yes / No

21	Whether Agency and or its Directors/partners etc are black listed by any Government Department Organization as on date.	z. Yes / No /
22	Accepted terms and conditions of the said tender notice plus scope of works plus maintenance schedule stipulated in tender guidelines	Yes / No
23	Performance certificate if any, from any govt. body	
24	Details of tender cost (Hard copy of Demand Draft is to be submitted	Draft No.
	before due date and time)	Date
		Issuing Bank
		Branch
		Amount
25	E.S.I No.	
26	P.F. No.	
27	ISO certificate and other Technical Capability Certificate, Like (CE, BSI, ISI) if any, (Scanned copy of certificate is uploaded)	Yes / No
28	VAT Return/ITR Return (Scanned copy of certificate is uploaded)	Yes / No

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

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

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

Note: Please strike out Not Applicable **(N/A)** against the coloumn 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

Declaration

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

To,

Manager (Stores) Prantik Building Near Gate No.-01, India Trade Promotion Organisation Pragati Maidan New Delhi-110001

Subject: Tender for Comprehensive Annual Maintenance Contract for Fire Fighting Equipments installed at various locations within Pragati Maidan, ITPO.

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 / 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

CERTIFICATE FOR THE SITE INSPECTION

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

//We(M/s._____) have certified that we have visited the site around ITPO, Pragati Maidan, New Delhi, assessed the systems installed in various locations of ITPO, Pragati Maidan, New Delhi or/and amount of work involved before submitting our offer.

We will be able to complete the works within the stipulated time and also that we will be able to execute the work suit to

the site conditions.

Thanking you,

Yours faithfully,

(Signature and seal of bidder)

Date: Place:

Address:

Annexure-IV

FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY (To be submitted in Firm's own letter head)

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

Sub: Tender for Comprehensive Annual Maintenance Contract for Fire Fighting Equipments installed at various locations within ITPO, Pragati Maidan, New Delhi.

Dear Sir, With reference to tender No. **266-ITPO/(6)/ST/2016** dated 29/08/2016, we hereby, authorize the following person as authorized signatory to carry out necessary bid formalities with ITPO with reference to this tender and authorize to sign the bid documents and contract / agreement with ITPO.

Thanking you,

Yours faithfully

Place: Date:

(Signature with company's seal)

Name of Person:

Annexure-V

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Τo,

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

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No: 266-ITPO (6)/ST/2016

Name of Tender / Work: Award for Comprehensive Annual Maintenance Contract for Fire Fighting Equipment installed at various locations within ITPO, Pragati Maidan, New Delhi

Dear Sir,

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No.

to(including ______alldocuments like annexure(s), schedule(s), etc .,), which form part of the contract agreement

and I / we shall abide hereby by the terms / conditions / clauses contained therein.

2. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

5. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

Date:

(Signature of the Bidder, with Official Seal)

ANNEXURE-VI

<u>UNDERTAKING</u> (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, Maintenance Schedule 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 undertake CAMC.
- 4. I hereby undertake to undertake CAMC, as per directions given in the tender notice..

	(Signature of the Tenderer)	
Place:	Name of the Signato <u>ry:</u>	
Date:	Name of the Firm/agency	
Seal of the Firm/Agency		

ANNEXURE-VII

<u>UNDERTAKING</u> (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 _	

ANNEXURE-VIII

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

Tender No.: 266-ITPO(6)/ST/2016

Dated 29/08/2016

From: (Full Name and address of the bidder)

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

Dear Sir,

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

Yours faithfully

(Signature of the Authorized Representative)

Place: Date: _/_/ Name of the Signatory_____ Name of the Firm/agency _____ Seal of the Firm/Agency _____

COMMERCIAL BID/FINANCIAL/PRICE BID

(To be submitted on firm's letter head)

Job Description Sheet of Repair/Refilling/Painting & Maintenance of Fire Fighting Extinguishers

SL	Particulars	Qty to be refilled	Quoted	Rate
.No.		in nos.	Per Unit	
			(In Rs.)	
Α.	REFILLING OF FIRE EXTINGUISHERS			
1.	Water Co2- 50Ltrs.	48nos.		
2.	Water Co2- 9 Ltrs. Capacity	80nos.		
3.	CO2 – 22 kg.	46nos.		
4.	CO2-4.5 kg.	106nos.		
5.	ABC Type-5 kg.	90nos.		
6.	ABC- 1kg.	34nos.		
7.	Mechanical foam- 50 Ltrs.	12 nos.		
В.	SPARE PARTS OF FIRE EXTINGUISHERS			
1.	GM union Cap for Water CO2- 50Ltrs.			
2.	GM Union Cap for water Co2- 9Ltrs.			
3.	Brass Union cap for ABC – 5 kg.			
4.	Brass Union Cap for ABC-1 kg.			
5.	Brass Union Cap for water CO2-50ltrs.			
6.	Brass Union Cap for water Co2 – 9ltrs.			
7.	Union Safety Valve (ISI) for all type CO2			
8.	Discharges horn for CO2-22 kg.			
9.	Discharges horn for CO2 4.5 kg.			
10.	Discharge horn for water CO2- 50ltrs.			
11.	Discharge horn for water Co2-9ltrs.			
12.	Washers for Union Cap for all type fire extinguishers			
13.	Union and safety clips for CO2 & Water CO2/ABC			
14.	Wall Bracket for all type of extinguishers			

15.	CO2 Gas Cartridge for water CO2 50Ltrs.	
16.	CO2 Gas Cartridges for water Co2-9Ltrs.	
17.	CO2 Gas Cartridge for ABC – 5 kgs.	
18	CO2 Gas Cartridge for ABC – 1 kgs.	
С.	OTHER JOBS	
1.	Hydraulic Pressure testing for all type extinguishers	
2.	Repainting of all type of fire extinguishers	
3.	Repainting of all type of fire buckets	
4.	Repainting of all type of fire stands	
5.	Repainting of all type of Drums	
6.	Polishing of Cronum plated on bells and caps etc.	
7.	Labels for instructions for all type of fire extinguishers	
8.	Sticking of ITPO Logo Stickers	
9.	Fire Point Stickers (On Yellow back ground with	
	red letters)	
10.	Changing of wheels of all type fire Equipments	
11.	Providing & fixing new pressure gauge for Fire	
	extinguishers where in required	

Yours faithfully

(Signature of the Authorized Representative)

Place: Date: _/_/ Name of the Signatory_____ Name of the Firm/agency _____ Seal of the Firm/Agency _____