



**20(6)/ITPO/SU/2021**

India Trade Promotion Organization  
Security Division  
Pragati Bhawan,  
Pragati Maidan, New Delhi – 110001  
Telephone No. 011-23371808/23371784  
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Notice Inviting E-Tender (NIT)

**“TENDER DOCUMENT FOR HIRING OF HEAVY/LIGHT DUTY HYDRO CRANES (RECOVERY VANS) DURING FAIRS / EVENTS AT INDIA TRADE PROMOTION ORGANISATION, NEW DELHI TO PROVIDE REQUISITE CRANE SERVICES ON CONTRACT BASIS FOR FAIRS AND DAILY REQUIREMENT FROM 01.11.2021 TO 31.10.2023**



20(6)/ITPO/SU/2021

**INDIA TRADE PROMOTION ORGANISATION**  
**E-TENDER NOTICE**

Online Tenders are invited through two bid system for Hiring of Heavy/Light duty hydro Cranes(Recovery Vans) during THE FAIRS AND EVENTS to be held at Pragati Maidan from **01.11.2021 TO 31.10.2023.**

S. N	Name of work	Estimated Cost Rs.	Earnest Money Rs	Cost of Tender
1	Providing of Cranes (Recovery Vans) Heavy/Light duty	<b>4,00,000/- For one year during Mega Event IITF</b>	<b>NIL</b>	<b>590/-</b>

1. The tender documents are available on ITPO's website [www.indiatradefair.com](http://www.indiatradefair.com)(for not uploading of bid) &at [www.eprocure.gov.in](http://www.eprocure.gov.in). Tender document can be downloaded from [www.eprocure.gov.in](http://www.eprocure.gov.in). However, the documents required such as DD towards Cost of Tender (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](http://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**

<b>Published Date</b>	<b>21/10/2021</b>
<b>Bid Document Download Start Date</b>	<b>21/10/2021</b>
<b>Bid Submission Start Date</b>	<b>21/10/2021</b>
<b>Bid Submission End Date</b>	<b>27/10/2021 at 1.00 PM</b>
<b>Technical Bid Opening Date</b>	<b>28/10/2021 at 2.00 PM</b>
<b>Communication Address</b>	Sr. Manager, Security Division, Pragati Building , Pragati Maidan New Delhi-110001 Email: <a href="mailto:amrapalidixit@itpo.gov.in">amrapalidixit@itpo.gov.in</a>
<b>Feel free to Contact regarding query, if any</b>	Desk No.: 011-2337 1784/1808
<b>To get the copy of tender documents</b>	kindly visit the <u>tender section</u> of corporate website( <a href="http://www.indiatradefair.com">http://www.indiatradefair.com</a> )

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 parties liable to rejection.
8. Tenderer who has downloaded the tender from the ITPO's web site [www.indiatradefair.com](http://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 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](http://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 non responsive.

#### **EMD Payment & Tender cost:-**

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 payment at the time of Bid Preparation and same shall not be accepted separately.

*The bidder shall have to furnish a bid security declaration accepting that if they withdraw or modify their bids during period of validity they will be suspended for a period of one year. Submit the 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 tender cost, except those Firms which have been exempted from submission of 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 tender cost before closing date and time would result into summarily rejection of bid. Tender Cost in any other form, i.e in cash or cheque etc shall not be accepted.

**BANK Details for Tender Cost 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

10. 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. Non submission of cost of tender document etc. on or before closing date and time of bid would result into summarily rejection of bid.

11. 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.

12. 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 (if any), 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(if any), will be discharged upon receiving of security deposit or may be adjusted in the amount of Security deposit.

13. **The EMD shall be forfeited: (NO EMD is being received this time)**

The bidder will be suspended for two years, 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.

#### **14. 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 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.

15. 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.
16. 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.
17. 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. 011-23378821 & 011-23371808.

### **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 CRANE SERVICES 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 SCANNED COPY OF PAN NO, GST REGISTRATION NUMBER, EPF & ESI REGISTRATION NUMBER.***

➤ ***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 MANDATORY DOCUMENTS 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 PAN NO, GST REGISTRATION NUMBER, EPF & ESI REGISTRATION NUMBER.*
  - III. *SCANNED COPY OF DOCUMENTS LIKE EARNEST MONEY DEPOSIT AND TENDER COST.(if any).*
  - IV. *SCANNED COPY OF ANNEXURE I (PREQUALIFICATION BID)*
  - V. *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)*
  - VI. *SCANNED COPY OF TENDER ACCEPTANCE LETTER.(ANNEXURE - III)*
  - VII. *SCANNED COPY OF BLACKLISTING CERTIFICATE IN THIS REGARD IF ANY (ANNEXURE -V )*
  - VIII. *INDEMNITY BOND (ANNEXURE - VI)*
  - IX. *ORIGINAL COPY OF AGREEMENT (ANNEXURE -VII)*
  - X. *SCANNED COPY OF FINANCIAL BID UNDERTAKING (ANNEXURE -VIII)*  
*SCANNED COPY OF FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD*
3. *THE JOB CONTRACT OF ITPO IN RESPECT OF PROVIDING CRANE SERVICES DURING THE TENURE OF THIS HIRING/EMPANELMENT SHALL BE GOVERNED IN ACCORDANCE WITH THE TERMS AND CONDITIONS.*
  4. *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.*
  5. *THE TENTATIVE REQUIREMENT OF HEAVY/LIGHT DUTY HYDRO CRANES (RECOVERY VANS) OF ITPO IS AS UNDER:*

1)	DURING IITF	7 Heavy/light duty Hydro Cranes (Recovery Vans)
2)	DURING OTHER ITPO / THIRD PARTY FAIRS	2Heavy/light duty Hydro Cranes (Recovery Vans)
THE ABOVE MENTIONED REQUIREMENT IS APPROXIMATE REQUIREMENT AND SAME CAN BE INCREASED OR DECREASED AS PER THE ACTUAL REQUIREMENT OF ITPO.		

6. *THE INCOMPLETE TECHNICAL BID OFFER RECEIVED WITHOUT THE SUPPORTING DOCUMENTS, THE BID WOULD BE TREATED AS NONRESPONSIVE AND THUS BE SUMMARILY REJECTED.*
7. *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.*



8. *ITPO RESERVES THE RIGHT TO REJECT ANY/ALL PANEL WITHOUT ASSIGNING ANY REASON.*
9. *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.*
10. *ANY CHANGE IN THE FORMAT IS STRICTLY FORBIDDEN AND IF NOTICED THE BID WOULD SUMMARILY BE REJECTED.*
11. *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.*
12. *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.*
13. *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.*

14. **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.

15. **Disclaimer:**

The information contained in this bid document or subsequently provided to Bidder, whether verbally or in documentary or otherwise by or on behalf of ITPO, or by way of its employees, is provided to Bidders on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.

This Bid document is neither an agreement nor an offer by ITPO to the prospective Bidders or any other person. The purpose of this Bid document is to provide interested parties with information to assist in the formulation of their proposals for selection pursuant to this Bid. The assumptions, assessments, statements and information contained in this Bid document may not be complete, accurate, adequate or correct and each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.

ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rule or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expenses which may arise from or to be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy,

adequacy, correctness, reliability or completeness of the Bid and any assessment, assumption or information contained therein or deemed to form part of this Bid document.

ITPO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumption contained in this Bid document. Such changes shall be intimated to all the Bidders. In case additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the Bidders.

The issue of this Bid document does not imply that ITPO is bound to select or to appoint any Bidder for the contract and it reserves the right to reject all or any of the Bidders without assigning any reason whatsoever.

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

**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.

**16. 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.

**17. Period of validity of bid:**

- i. Validity Period: Bids shall remain valid for 120 days after the date of empanelment period 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.

#### **18. 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.

#### **19. 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. 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 Crane Services 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.

#### **20. 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 seek clarifications 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 Crane Services and award part/ whole of job to other Crane Services.
- 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 FURTHER EVALUATE THE COMPANIES ON BELOW**

**MENTIONED PARAMETERS AND HIGHEST SCORING AGENCY WILL BE AWARDED**

**THE JOB IN CASE OF ANY TWO OR MORE AGENCIES EMERGE AS LI DURING**

### **FINANCIAL EVALUATION.**

- Turnover of last 3 years.
- Nos of Cranes owned
- Experience w.e.f registration of company

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.

### **21. 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.

### **22. ITPO 'S Decision to be final:**

- A firm blacklisted by any Govt. /State Government office shall 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 Shall 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.
- The financial qualified agencies other than L1 (L1 agency would be awarded the ITPO work) may be taken on the panel of ITPO.
- 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 and L1 fails to provide the services to ITPO during the currency of contract due to any reason.
- 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.

### **23. 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(if deposited) may be forfeited.

### **24. 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.

### **25. 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 shall be required, since no deviation shall be acceptable to ITPO. The job contract of ITPO in respect of **HIRING OF HEAVY/LIGHT DUTY HYDRO CRANES (RECOVERY VANS) DURING FAIRS / EVENTS AT INDIA TRADE PROMOTION ORGANISATION, NEW DELHI FROM 01.11.2021 TO 31.10.2023** 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 CONDITIONS FOR HIRING OF HEAVY/LIGHT DUTY HYDRO CRANES (RECOVERY VANS) DURING FAIRS / EVENTS AT INDIA TRADE PROMOTION ORGANISATION, NEW DELHI TO PROVIDE REQUISITE CRANE SERVICES ON CONTRACT BASIS FOR FAIRS AND DAILY REQUIREMENT FROM 01.11.2021 TO 31.10.2023.**

(1) The tenure of hiring/Empanelment would be for a period MENTIONED ABOVE

**A. General**

- a) The hiring/empanelment of Crane Services with ITPO shall be subject to its police verification/clearance. The personnel deployed by Crane Services 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 Crane Services to maintain all records with respect to deployed 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 Crane Services 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 Crane Services 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 SERVICES.
- 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 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 crane services will have to ensure that personnel deployed are well trained and technically qualified in handling of fire safety equipments and crane operator will also be made aware about all the emergency.**
- f) The 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 Crane Services about the requirement of cranes and period of deployment.
- h) ITPO also reserve its right to check the certificates and worthiness of deployed agency staff at ITPO and in case same is not to the satisfaction of concerned, the Crane Services shall replace the same and borne the payment/ expenditures if any. ITPO shall not be liable for payment of wages for such crane operating staff.
- i) The Crane staff of the Crane Services will work in as per requirement of ITPO.

- j) All necessary Uniforms and PPE's will be provided by Crane Services to carry out jobs safely. The agency must include the cost of Identity Card, Uniform and PPE's in the rates which will be quoted by him in financial bids.
- k) If any crane operator is found not wearing prescribed uniform, he will not be taken on duty and will be marked absent for that day.
- l) If any crane operator 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 Crane Services.
- n) All personnel deployed by the contractor shall be on the direct rolls of the contractor.
- o) The crane operator shall mark their attendance in the register/attendance sheet maintained at 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 Crane operator 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 crane operator will exercise utmost care and safety for carrying out the jobs mentioned in contract and Crane Services 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 crane operator staff will be made by Crane Services by online payment methods/by Cheques only and as per the contract labour act.
- v) The contractor shall ensure compliance of all applicable labour laws including but not limited to Minimum wages, EPF ACT, CLRA, ESI ACT, Gratuity, Contract labour ACT etc.
- w) No crane operator 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) The crane operator 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 crane operator found absent/missing/ without proper uniform/sleeping/Under influence of alcohol while on duty.

Scope of work

**Extra schedule for specific requirements/documents for the work, if any:**

**Terms & Conditions**

1. All the cranes should be in good condition along-with Driver and sufficient number of trained staff and the cranes be fitted with PA system.
2. In case the party withdraws or fails to meet ITPO's requirement it will amount 100% forfeiting of EMD / Security Deposit .
3. The cranes will be utilized both by ITPO as well as by Delhi Traffic Police.
4. All safety precautions would be followed by the crane provider to avoid any mishap. In case of any mishap the party will be held responsible for third party and comprehensive claims.
5. The entire staff will be in possession of operating licenses required for cranes.
6. The crane shall have road worthiness certificate.
7. The drivers and operators must be equipped with mobile phones for quick response.
8. The cranes will daily report at designated places at given time.
9. The bidder is required to submit a certified copy of valid GST No, PAN No. ,CLRA Regd no. EPF and ESI reg. No. etc. where ever applicable.
10. Staff should be trained enough to safety law among the vehicles. In case of any damage the vehicle, the agency will be held responsible and will be liable to pay full compassion.

**B. Reporting Time**

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

**C. Uniform**

- (1) The Crane operator provided by the Crane Services will be properly dressed while on duty. Dress items to be worn by the Agency.
- (2) The crane operator 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.



**Note:**

1. After enrolment in the panel, the team of Security Division formed by GM (Security) will also check whether the parameters are being adhered to by Crane Services or not.
2. In case it is found that Crane Services are not following the given parameters, they will be first advised which will be followed by warning. If still the Crane Services fails to comply with parameters, ITPO is empowered to cancel the contract of the Crane Services.
3. **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.

**D. Duration of Contract:** From date of award of contract upto 30.09.2023. 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.

**E. Penalties:-**

- a) If Crane Services fail to provide requisite services of Heavy/Light duty hydro cranes (Recovery Van) for fairs/monthly basis  
Or
- b) Staff failed to perform the job as per contract/failed to act swiftly on crane call/found involvement in illegal activity/against ITPO policy/against tender terms & conditions.

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 in addition to prorate cut. 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, CLRA 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.

**F. Security Deposits**

A total amount of **Rs. 12,000/- (Rupees Twelve Thousand only)** i.e **3% of estimated cost** will be charged from the Crane Services 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 Crane Services 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.

**G. 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 Crane Services, at any stage fails to provide 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.

#### **H. Payment of wages of Crane operator**

- The Crane Services/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 Crane Services.
- 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.

#### **I. Rate and Taxes**

- i) The GST as applicable from time to time shall be payable by Crane Services on the total billing. The amount of GST as calculated by the Crane Services 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 Crane Services as levied by the State/Central Government from time to time.

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

- i) Copy of job order
- ii) Copy of challan for GST deposited
- iii) Log book in original and originally signed by duty officer, driver and Delhi Traffic Police personnel with his name, designation and ID number including mobile number.

#### **K. Insurance Cover**

- (1) The Crane Services 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 Crane Services undertakes all responsibilities to keep alive the insurance cover and shall not allow the lapse of such policy at any point of time.

#### **L. Indemnity**

- (1) The Agency/Contractor shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions loses, damages, expenses, costs 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. which ITPO may sustain, incur, suffer or to be exposed to 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 Crane Services 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 Crane Services 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.

#### **M. 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 Governmental 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.

#### **N. 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).

#### **O. 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 services 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 Crane Services from time to time and point out the short comings. The Crane Services 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.

**P. Assign & control (Sub contract)**

- (1) No Crane Services 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.

**Q. 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, both the parties to contract will mutually appoint a sole arbitrator, in accordance with the arbitration and conciliation act 1996, as amended from time to time. 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.

**R. 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

**S. 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, which shall be governed by Laws of India.

## 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 HEAVY/LIGHT DUTY HYDRO CRANES (RECOVERY VANS) DURING FAIRS / EVENTS AT INDIA TRADE PROMOTION ORGANISATION, NEW DELHI TO PROVIDE REQUISITE CRANE SERVICES ON CONTRACT BASIS FOR FAIRS AND DAILY REQUIREMENT FROM 01.11.2021 TO 31.10.2023**

1. Name of the Crane Services/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 Crane Owned :  
(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 Cranes in preceding 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.**

**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 HEAVY/LIGHT DUTY HYDRO CRANES (RECOVERY VANS) DURING FAIRS / EVENTS AT INDIA TRADE PROMOTION ORGANISATION, NEW DELHI TO PROVIDE REQUISITE CRANE SERVICES ON CONTRACT BASIS FOR FAIRS AND DAILY REQUIREMENT FROM 01.11.2021 TO 31.10.2023.**

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:

**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: FOR HIRING OF HEAVY/LIGHT DUTY HYDRO CRANES (RECOVERY VANS) DURING FAIRS / EVENTS AT INDIA TRADE PROMOTION ORGANISATION, NEW DELHI TO PROVIDE REQUISITE CRANE SERVICES ON CONTRACT BASIS FOR FAIRS AND DAILY REQUIREMENT FROM 01.11.2021 TO 31.10.2023.**

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 34 (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/ organization 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 blacklisted 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 theTenderer_____
Place:	Name of the Signatory _____
Date:	Name of the Firm/agency_____

Seal of the Firm/ Agency\_\_\_\_\_

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

This Indemnity Bond is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2021 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 Crane Services 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 Crane Services 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 \_\_\_\_\_ 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) THE CRANE OPERATOR WILL REMAIN VIGILANT AND READY FOR TASK GIVEN BY ITPO SECURITY PERSONNAL OR DELHI POLICE STAFF.
- b) ATTENDING CALLS IMMEDIATELY IN AND AROUND THE WHOLE PRAGATI MAIDAN PREMISES.
- c) CRANE OPERATOR WILL MAN ROUND THE CLOCK (24×7) AND AT THE DEPLOYED PLACE OF DUTY.
- d) CRANE OPERATOR WILL ENSURE NO FLAMMABLE MATERIAL ARE USED INSIDE THE PREMISES/FAIRS.
- e) THE CRANE OPERATOR WILL TAKE REGULAR ROUNDS OF ITPO PREMISES AND INFORM THENONCOMPLIANCE ISSUE(S) IF ANY.

WHEREAS THE CONTRACTOR WILL HAVE THE INSURANCE COVER AS MENTIONED:

- a) THE CRANE SERVICES 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 CRANE SERVICES 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 CRANE SERVICES ON THE TOTAL BILLING. THE AMOUNT OF GST AS CALCULATED BY THE CRANE SERVICES 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 CRANE SERVICES AS LEVIED BY THE STATE/CENTRAL GOVERNMENT FROM TIME TO TIME.
- d) THE CRANE SERVICES/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 CRANE SERVICES.

**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, BOTH THE PARTIES TO CONTRACT WILL MUTUALLY APPOINT A SOLE ARBITRATOR, IN ACCORDANCE WITH THE ARBITRATION AND CONCILIATION ACT 1996, AS AMENDED FROM TIME TO TIME. . 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.

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/Empanelment of Crane Services/agencies with India Trade Promotion Organisation, New Delhi to provide the services of Heavy/light duty hydro cranes (Recovery Vans) for the period \_\_\_\_\_ 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 HEAVY/LIGHT DUTY HYDRO CRANES (RECOVERY VANS) WITH CRANE OPERATOR at the rates as indicated in the price Bid.

Authorized Signatory

(Signature of the Authorized Person)

**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)

**TENDER DOCUMENT FOR HIRING OF HEAVY/LIGHT DUTY HYDRO CRANES (RECOVERY VANS) DURING FAIRS / EVENTS AT INDIA TRADE PROMOTION ORGANISATION, NEW DELHI TO PROVIDE REQUISITE CRANE SERVICES ON CONTRACT BASIS FOR FAIRS AND DAILY REQUIREMENT FROM 01.11.2021 TO 31.10.2023**

It is only sample, the prices are to be filled in attached BoQ as per Eligibility Criteria Clause No. 21 of tender Documents.

**SCHEDULE OF RATES OF WAGES FOR PER DAY PER CRANE FOR 8 HRS AND 12 HRS DUTY.**

		<b>A</b>	<b>B</b>
<b>S. No</b>	<b>Description</b>	<b>12 HRS</b>	<b>8 HRS</b>
1.	RATE OF <b>HEAVY DUTY</b> HYDRO CRANES (RECOVERY VANS) WITH CRANE OPERATOR		
2.	RATE OF <b>LIGHT DUTY</b> HYDRO CRANES (RECOVERY VANS) WITH CRANE OPERATOR		
3.	ANY OTHER CHARGES		
4.	COST PER CRANE		
5.	<b><u>GRAND TOTAL</u></b>		

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/empanelment of Crane Services/agencies with ITPO from \_\_\_\_\_ 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.....**

.....



**Annexure: X**

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD  
(On Bidders Letter head)**

I / We, the authorized signatory of M/s ..... , participating in the subject tender No . ..... for the item / job of ..... , do hereby declare : (i) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(ii) That in the event we withdraw / modify our bid during the period of validity Or I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of India Trade Promotion Organisation for a period of one year from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder

**Name of Authorized Signatory** .....

**Company Name** .....