



Tender No. 208/FFA/CS/ITPO/2023-24 INDIA
TRADE PROMOTION ORGANISATION-
TENDER NOTICE

India Trade Promotion Organization (ITPO), Pragati Maidan, New Delhi on behalf of CMD, ITPO invites E-Tenders from Specialized Agencies for Empanelment of Banks/financial Institutions/Foreign Exchange Dealers who deal in foreign exchange for remittance / Personal Exchange to officials of ITPO for organizing/participating in events abroad for the period of one year.

1. INTRODUCTION

India Trade Promotion Organization (ITPO) is the nodal agency of the Government of India (GOI) for promoting trade. To meet its objectives, ITPO organizes trade fairs, exhibitions and conventions in India and abroad including specialized trade fairs, India Shows, Buyer-Seller Meets, Market Surveys, etc. ITPO organizes and participates in trade fairs and exhibitions at various locations throughout the world.

Presently, Thomas Cook India Limited, ICICI Bank, Yes Bank Ltd and Central Bank of India are in the panel of ITPO for providing the services of Foreign Remittances and foreign personal exchange (Cash + Card).

ITPO intends to empanel Banks/agencies dealing in Foreign Exchange for remittance/personal foreign exchange for its officials for India's participation in fairs/Exhibitions abroad, as also for remittances to event organiser/other agencies.

ITPO is inviting bids through two-bid system i.e. Technical bid and Financial bid from Specialized Agencies for Empanelment of Banks/financial Institutions/Foreign Exchange Dealers who deal in foreign exchange for Remittance/ Personal Exchange to officials of ITPO for organizing/participating in events abroad for the period of one year.

The tender documents are available on ITPO's website www.indiatradefair.com (for reference only) and <https://eprocure.gov.in/epublish/app> and the same can be downloaded as per the schedule given in CRITICAL DATE SHEET. However, the documents required along with DD drawn on a scheduled bank towards Cost of Tender for Rs.1770/- (in favour of India Trade Promotion Organisation, payable at New Delhi) should be submitted to Sh. Manish Prasad, Deputy General Manager (Finance), email id: manishprasad@itpo.gov.in in Room No. 31, Third Floor (Foreign Fair Account Section, Finance & Accounts Division), Pragati Bhawan, Gate No. 9, Pragati Maidan, New Delhi- 110001 on or before the date/time as mentioned in the critical date sheet. Demand Draft obtained earlier than the date of advt./notice inviting bids will not be accepted. The cost of Tender Document is non refundable.

Tender documents should be enclosed in three separate envelopes to be marked i.e. tender fee in one envelope and Eligibility/ Technical Documents in second envelope and the Financial Bid should be kept in 3rd envelope separately.

These three envelopes i.e., DD of tender fee, Eligibility Documents and Financial Bid should be put

in one Sealed envelope, duly subscribed "*Empanelment of Banks/financial Institutions/Foreign Exchange Dealers who deal in foreign exchange for Remittance/ Personal Exchange to officials of ITPO for organizing/participating in events abroad for the period of three years*" addressed to Sh. Manish Prasad, Deputy General Manager (Finance) may be sent in sealed cover and be deposited in Foreign Fair Account Section, ITPO, Pragati Maidan, New Delhi –110001.

Intending Bidders are advised to re-visit ITPO website www.indiatradefair.com and CPPP website <https://eprocure.gov.in/eprocure/app> at least 1 day prior to the closing date of submission of tender for any corrigendum / addendum/ amendment.

2. INDICATIVE CRITICAL DATE SHEET

Published Date	20.10.2023 at 3.00 pm
Bid Submission Start Date	20.10.2023 at 3.00 pm
Bid Submission End Date	02.11.2023 at 12:00 pm
Bid Submission Opening Date	03.11.2023 at 12:00 pm

3. Essential Eligibility Criteria

- (i) The agency must have Registration with RBI for dealing in foreign exchange.
- (ii) Net worth and Turnover certificates from Chartered Accountant (CA) and audited Accounts for last two years along with a copy of the annual report. The minimum turnover required for eligibility in the bid is Rs. 500 Crores in each year in the last two years from foreign exchange business and positive net worth.
- (iii) Copy of Registration Certificate with GST authority.
- (iv) Copy of PAN of the Company.
- (v) The bidder must have operational office in Delhi/NCR. (Please enclose the relevant proof).
- (vi) The rates/ commission / charges shall be quoted for purchase & sell of USD, Euro, GBP, JPY, AUD and MYR etc
- (vii) The bidder must deposit, in original, Cost of tender document of Rs.1770/- (including 18% GST in the form of bank draft /demand draft) favoring "India Trade Promotion Organisation", payable at New Delhi.

4. EMPANELLEMENT PROCEDURE:

- i) Empanelment of minimum 2 to 3 Agencies will be made.
- ii) The bidder(s) may be selected on the basis of Sr. no. 1 only of the Annexure- II.
- iii) The bidder(s) quoted lowest rate of buy rate for ITPO (i.e. sell rate of bidders) maybe selected and bidders quoted highest rate for sell rate for ITPO (i.e. buy rate of bidders) may be selected.
- iv) The bidders other than point (iii) above, if agree to match the bid offered by the selected bidder as per point (iii) above, may also be considered for empanelment.
- v) Successful bidders will be required to sign an agreement with ITPO, as per the specimen given at Annexure-III
- vi) ITPO reserves right to accept or reject the tender without assigning any reason in the business interest of ITPO.

5. General Terms & Conditions

- i) A Copy of Registration with RBI for dealing in foreign exchange is to be submitted.
- ii) Net worth and Turnover certificates from CA and audited Accounts for last two years along with a copy of the annual report is to be submitted. The minimum turnover required for eligibility in the bid is Rs. 500 Crores in each year in the last two years from foreign exchange business.
- iii) Copy of Registration Certificate with GST authority & Copy of PAN.
- iv) The bidder must have operational office in Delhi/NCR. (Please enclose the relevant proof).
- v) The agency must have all necessary clearances from RBI and also fulfils other statutory requirements for dealing in foreign exchange.
- vi) The bids shall be valid for 120 days from the last date of submission of bids.
- vii) The Bidder may withdraw their respective Proposal at any time before the Bid Close Date. The submission/ resubmission of any Proposal after the Bid Close Date shall not be permitted.
- viii) The bids received without Demand Draft towards cost of Tender document shall be rejected.
- ix) Financial Bids of only those bidders who are qualified and shortlisted in the Technical Bids shall be opened.

- x) A copy of rate card indicating the daily published State Bank of India (SBI) forex rates for buy and sell forex transaction executed on behalf of ITPO would be required.
- xi) Please fill the Financial Bid as per Annexure – II.

6. Arbitration & Jurisdiction

i) Arbitration

- a. In case of any dispute or difference, both the parties shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the Contract/Agreement (except as to matters, the decision to which is specifically provided under the Contract/Agreement) remains unresolved, the same shall be referred to the CMD, ITPO, for appointment of Sole Arbitrator. The provisions of Indian Arbitration & Conciliation Act, 1996, as amended from time to time, shall apply on both the parties.
- b. The fee payable to the Arbitrator shall be paid equally by both the parties.
- c. The language used in the arbitral proceedings shall be English.
- d. The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Pragati Maidan, New Delhi.

ii) Jurisdiction

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

iii) Indemnity

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

iv) Confidentiality

The Bidder/Tenderer/Contractor shall maintain high level of professional ethics and shall not act in any manner, which is detrimental to ITPO's interest. They shall treat as confidential all data and information about the ITPO and its officers/officials, obtained in the execution of its responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the ITPO. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

ANNEXURE -I**APPLICATION FORM (TECHNICAL
BID)****FOR**

Empanelment of Banks/financial Institutions/Foreign Exchange Dealers who deal in foreign exchange for Remittance/ Personal Exchange to officials of ITPO for organizing /participating in events abroad for the period of one year.

S.No	Title	Details
Eligibility Criteria		
1.	Name of the Company as per registration certificate	
2.	Address	
3.	CIN No.	
4.	Telephone, E-mail & Fax	
5.	Name of CEO & Title	
6.	Name of the nodal contact person with designation, e-mail id and telephone No.	
7.	Bankers details with A/c No.	
8.	Year of Establishment of the business	
9.	Registration with RBI for dealing in Foreign Exchange. (Please enclose proof of certificate)	
10.	Office address (Please enclose documentary evidence)	

11.	Information no., license No./authority no. and other documents of information as applicable and copy of certificate/proof etc. must be attached. (Photocopies of Registration of Income tax/Trade Tax/GST/PAN, etc., as applicable, may be attached) PS: The name of the Bidder should be same as per registration certificate / PAN card and must be a legal registered entity in India	License No. PAN No- GST No. -				
12.	Annual Turnover Audited (last two financial years) (Please attach certificate from Chartered Accountant and other documentary evidences to establish the turnover from foreign exchange business)	<table><tr><td>Year I (2021-22)</td><td>Year II (2022-23)</td></tr><tr><td></td><td></td></tr></table>	Year I (2021-22)	Year II (2022-23)		
Year I (2021-22)	Year II (2022-23)					

It is certified that all the above information is correct and valid on the date of submission of tender. We have numbered all the pages. The name of the Bidder is same as mentioned in the registration certificate & PAN card and is a registered legal entity in India. All the information furnished above is true & correct. The total number of pages including those of enclosures are.....

Date: _____ SIGNATURE OF AUTHORISED REPRESENTATIVE
Place: _____
NAME COMPANY
SEAL
(Please attach Authorization letter, if required)

Note: 1) Please number and sign each page of this tender document and enclose.

(2) Each document as shall be enclosed has to be signed/stamped.

APPLICATION FORM (FINANCIAL BIDS)**FOR**

Empanelment of Banks/financial Institutions/Foreign Exchange Dealers who deal in foreign exchange for Remittance/Personal Exchange to officials of ITPO for organizing /participating in events abroad for the period of one year.

S.No.	Title	Rate quoted	
		Buy	Sell
1.	Reference Rate of Daily Published SBI forex rates for foreign remittances and Personal exchange (Cash & Card) (+) premium/(-) discount		
2.	GST charges, if any		
3.	Transaction charges/Bank Charges etc , if any		

DATE :

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

NAME

COMPANY

SEAL

(On Rs.100/- Stamp Paper)

MEMORANDUM OF AGREEMENT
FORM

Memorandum of Agreement made on this(Date) between Financial Advisor & Chief Accounts Officer , ITPO (herein referred to as ITPO) which expression shall unless excluded repugnant to the context be deemed to include his successors in office, representatives and assigns of the one part and(hereinafter referred to as Empanelment of Banks/financial Institutions/Foreign Exchange Dealers who deal in foreign exchange for remittances/Personal Exchange to officials of ITPO for the period of three years w.e.f to which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in interest and permitted assigns of the other part.

Now the present witnesses and it is hereby agreed by between the parties hereto as follows
:

Arbitration & Jurisdiction

i) Arbitration

- a) In case of any dispute or difference, both the parties shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the Contract/Agreement (except as to matters, the decision to which is specifically provided under the Contract/Agreement) remains unresolved, the same shall be referred to the CMD, ITPO, for appointment of Sole Arbitrator. The provisions of Indian Arbitration & Conciliation Act, 1996, as amended from time to time, shall apply on both the parties.
- b) The fee payable to the Arbitrator shall be paid equally by both the parties.
- c) The language used in the arbitral proceedings shall be English.
- d) The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Pragati Maidan, New Delhi.

b) Jurisdiction

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

c) Indemnity

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

d) Confidentiality

The Bidder/Tenderer/Contractor shall maintain high level of professional ethics and shall not act in any manner, which is detrimental to ITPO's interest. They shall treat as confidential all data and information about the ITPO and its officers/officials, obtained in the execution of its responsibilities, in strict confidence and shall not reveal such information to any other party without the prior written approval of the ITPO. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

NIT forms an integral part of this Agreement.

In witness whereof, ITPO through the duly authorized representative has set his hand and the selected bidder through his duly authorized representatives have fixed their common seal hereunto the date above written.

For and on behalf of the selected

bidder

Signature

Name & Title ...

Seal

For and on behalf of ITPO

Signature

.....

Name & Title

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