

**INDIA TRADE PROMOTION ORGANISATION
BHARAT MANDAPAM, NEW DELHI-110001**

Tender Ref. No. ITPO/ITSD/VC/2024

Date: 11/6/2024

TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF VIDEO
CONFERENCING SYSTEM AT ADMINISTRATIVE OFFICE OF ITPO, BHARAT
MANDAPAM, NEW DELHI**

**INDIA TRADE PROMOTION ORGANISATION
BHARAT MANDAPAM, NEW DELHI – 110001**

Tender Ref. No. ITPO/ITSD/VC/2024

Date: 11/06/2024

Online bids are invited in two-bid system for "supply, installation, testing and commissioning of Video Conferencing System at Administrative Office of ITPO, Bharat Mandapam, New Delhi".

S. No.	Name of Work	Earnest Money (INR)	Cost of tender (INR)
1.	Supply, Installation, Testing and Commissioning of Video Conferencing System at Administrative Office of ITPO, Bharat Mandapam, New Delhi.	Rs. 30,000/-	Rs.5,900/- (Rs.5,000/- + GST @18%)

Offline bids shall not be accepted.

1. The tender documents are available on our website www.indiatradefair.com (for reference only) & www.eprocure.gov.in and same can be downloaded. Tender Fee and Earnest Money Deposit (EMD) are to be deposited online in ITPO`s account as per the Bank details given at Annexure-10.
2. Tender documents may be downloaded from ITPO`s web site www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given below:

INDICATIVE CRITICAL DATE SHEET:-

Publish Date	11.6.2024
Bid Submission Start Date	11.6.2024
Pre-bid Meeting	18.6.2024 at 11.00 A.M.
Bid Submission End Date	2.7.2024 at 3.00 P.M.
Technical Bid Opening Date	3.7.2024 at 3.30 P.M.
Financial Bid Opening Date	To be announced later.
Validity of Bid	45 days from the last date of submission of bids

3. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/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>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. Not more than one tender shall be submitted by one contractor or contractors having business relationship. 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.
5. Tenderer who has downloaded the tender from the ITPO's website www.indiatradefair.com and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, **shall not modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ITPO.
6. Intending tenderers are advised to visit again ITPO website www.indiatradefair.com and CPPP website <https://eprocure.gov.in/eprocure/app> at least 1 day prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

7. 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 sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

8. 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. 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>.

9. REGISTRATION

- a. 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.

- b. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

10. SEARCHING FOR TENDER DOCUMENTS

- a) 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.
- b) 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.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

11. PREPARATION OF BIDS

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. 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.

- c. 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.
- d. 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.

12. SUBMISSION OF BIDS

- a. 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 time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- d. 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 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.
- e. 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). 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.

- f. 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.
- g. 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.
- h. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i. 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.
- j. 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.

13. ASSISTANCE TO BIDDERS

- a. 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.
- b. 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.

REQUEST FOR PROPOSAL

1. OBJECTIVE

This Tender is issued for selection of a vendor for supply, installation, testing and commissioning of Video Conferencing System at Administrative Office of ITPO, Bharat Mandapam, New Delhi.

The Client – ITPO

India Trade Promotion Organisation (ITPO), a premier trade promotion organisation, manages India's premier trade fair complex, Bharat Mandapam in New Delhi. ITPO, the premier trade promotion agency of the Ministry of Commerce & Industry, Govt. of India is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce. ITPO has re-developed its landmark exhibition ground Bharat Mandapam into a modern, state-of-the-art iconic International Exhibition-cum-Convention Centre ("IECC").

ITPO provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade. It holds various domestic & third-party events in Bharat Mandapam, New Delhi round the year. It manages India's world class exhibition complex which is constantly upgraded to keep it in a high standard of readiness.

General Manager, I.T. Services Division, ITPO invites online bids from eligible bidders for selection of a vendor for supply, installation, testing and commissioning of Video Conferencing System at Administrative Office of ITPO, Bharat Mandapam, New Delhi.

2. DEFINITIONS

"Applicable Law" - means all relevant laws in force and effect as on 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.

"RFP" or "Tender 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.

"ITPO" - ITPO means India Trade Promotion Organisation.

"IECC" – IECC means International Exhibition-cum-Convention Centre.

3. 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 ITPO is provided to Investors/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 vendor for providing all-encompassing turnkey solution for attendee registrations, both online and onsite, including online and onsite sale of entry tickets and tech driven ground management solutions during fairs organized by ITPO at Bharat Mandapam, New Delhi. 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. ITPO 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. ITPO also accept 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 ITPO reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever.

4. 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 to day shall mean a reference to a calendar day including Saturday and Sunday.

5. 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 not 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.

6. COST OF BIDDING

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

7. SCOPE OF THE WORK

7.1 Installation, Commissioning, Demonstration, Inspection and Tests

Bidder shall be responsible for Installation, Commissioning, Demonstration, Inspections and Tests wherever applicable and for after sales service during the warranty and thereafter as per indicative technical specifications mentioned below:

The supplier will be required to supply, install, test and commission the following items as part of the VC solutions as per the specifications details given below:-

I. Technical Specifications for 98" Interactive Display with floor Mount Stand: 1 No.

- Screen size: 98" or higher
- Input Ports: HDMI, VGA, Mic in (3.5mm), PC Audio
- USB Ports: Minimum 2 nos.
- Software: Wireless screen sharing, Play Store Support, Software based Video conferencing, Screen Recording
- OPS: CPU (Intel Core i5 10th Gen or better processor or higher, RAM (8 GB or higher), Hard Disk (512 GB SDD or higher), In-Built Wi-Fi Wireless LAN Card
- Speaker, Magnetic Pen Holder, Built-in Wi-Fi, Remote Control to Operate the Interactive Display, Standard Keyboard (Wireless), Optical Mouse (Wireless)

II. Technical Specification of Full HD Video Conferencing Camera (4K preferred): 1 No.

- Parameter: Optical Zoom (20x or higher), Digital Zoom (10x or higher)
- Operational Requirement: All the parameters of the camera should be remote controlled by the high-speed communications
- BIS certification required

III. Technical specification of Discussion Conference Unit (Chairman Unit): 2 Nos.

- Headphone Jack (3.5mm), Mic Button, LED indication for Mute/Unmute, Priority Button to turn off all delegate units that are speaking, Power Supply: Controller Power Supply

IV. Technical specification of Discussion Conference Unit (Delegate Unit): 8 Nos.

- LED indication for Mute/Unmute, Power supply: Controller power supply, Mic Button to enable/disable microphone, Built-in speaker with volume adjustment and howling suppression, when microphone is turned on the built-in speaker should automatically turn off, Audio Output with 3.5 mm output sockets with Volume adjustment slider.

V. Technical specification of Central Conference System Controller: 1 No.

- Open Microphone up to 8 wired microphones opened at the same time, Control Display Device should have inbuilt TFT colorful touch screen to control the device, LAN Interface: 1xRJ45 Network Port, PTZ Camera Control for Voice tracking functionality.

7.2 Incidental Services

The supplier may be required to provide any or all of the services, including training, if any, as specified in RFP.

7.3 Spare Parts

The Supplier will provide three spare sets of all the connecting cables in addition to the connecting cables required for installation and commissioning of entire VC systems within the quoted cost.

7.4 Warranty

- a) The warranty for all equipments of the VC solution shall remain valid for 36 months after the Goods, or any portion thereof as the case may be, have been delivered and

accepted.

- b) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.
- c) The equipment must be supported by a Service Centre manned by the principal Bidder's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the Principal's Bidder support Centre on a toll free number /web/mail.
- d) Bidder/OEM must have a Functional Service Centre in the Delhi/NCR.
- a) The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary.

8. ELIGIBILITY CRITERIA:-

S.No.	CRITERION	SUPPORTING DOCUMENT
(1)	Bidder should be registered either as a Company under Companies Act 1956/2013 or as Limited Liability Partnership and should be in operations for the last five years as on the date of the submission of the bids. Bidder in the form of consortium and Partnership is not permitted.	Copy of valid Certificate of registration attested by Company Secretary/ authorized signatory of the bidder, PAN and GST Registration Certificate.
(2)	The bidder must have an average annual turnover of minimum Rs.20.00 Lakh in last 3 years financial years i.e. 2022-23, 2021-22 and 2020-21.	Duly signed & stamped copies of balance sheets or a Certificate from a Chartered Accountant for the three (3) financial years are to be provided as supporting documents.
(3)	The bidder/its OEM should have successfully completed at least one similar work related to supply, installation, testing and commissioning of the video conferencing system set up during last five financial years in any Central Government/ State Government/ Autonomous Bodies/Public Sector Undertakings/ Local Bodies/ Municipalities.	Copies of work orders / completion certificates / performance certificate from such organisations in support of their claim must be attached.
(4)	• The bidder must either be the OEM(s) or its authorized business partner having ink signed and stamped Manufacturers Authorization Form (MAF), duly issued for the purpose of participation in the bid.	Original hardcopy of the MAF, if applicable, to be submitted along with the technical bid before the due date and time of tender opening.

	<ul style="list-style-type: none"> An undertaking from the OEM is required stating that they would facilitate the bidder on a regular basis with technology/product updates and extend support for the warranty as well. 	<ul style="list-style-type: none"> Undertaking to be submitted.
	<ul style="list-style-type: none"> OEM should be internationally reputed Branded / ISO certified Company. 	<ul style="list-style-type: none"> Copy of relevant certificate to be submitted.
(5)	All the proposed products as part of the VC solutions should of same make for better compatibility and smooth functioning.	<ul style="list-style-type: none"> Technical catalogue of the proposed product to be submitted along with the technical bid.
(6)	The bidder should not be blacklisted by any Govt./Semi Govt. organization or PSU as on the date of bid submission.	An undertaking to this effect has to be submitted alongwith the technical bid.
(7)	The bidder must deposit Earnest Money Deposit (EMD) of Rs.30,000/- (Rupees Thirty Thousand Only) through RTGS/ NEFT in favour of "India Trade Promotion Organisation" payable at New Delhi as per bank details given in Annexure-10.	Transaction Details/ Exemption Proof.
(8)	The bidder must deposit non-refundable tender fee of Rs.5,900/- incl. GST (Rupees Five Thousand Nine Hundred Only) through RTGS/ NEFT in favour of "India Trade Promotion Organisation" payable at New Delhi as per bank details given in Annexure-10.	Transaction Details/ Exemption Proof.

Note: Bids without a valid EMD/ Tender fees will be rejected straightway. The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted from furnishing bid guarantee/EMD, Tender Fee provided that such small scale units are registered under single point registration scheme of NSIC / MSME and are valid on the scheduled date of tender opening and the product range mentioned in the certificate is the same or similar to the tender requirement. The certificate of registration under single point registration scheme of NSIC duly attested by any Notary Public with seal and date shall only be accepted.

9. CRITERIA FOR EVALUATION:

i) Evaluation of Technical Proposal:

Bidders are required to qualify all the conditions of the clause no. 8. "Eligibility Criteria". After opening and evaluation of technical bids, bidder(s) may be asked to demonstrate their VC solutions physically at ITPO premises to ensure the compliance of the technical and the operational requirements as mentioned in the tender document. Financial bids of only those technically qualified bidders whose solutions

are found to be compliant to the technical and operational requirement as mentioned in the tender document, will be opened.

ii) **Evaluation of Financial Proposal:**

The contract shall be awarded to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

10. PROCESSING FEE

- i The tender fee is non-refundable.
- ii The EMD is non-interest bearing.
- iii The successful bidders' EMD will be discharged upon expiry of "Offer Validity Period" or upon receiving of Performance Guarantee. EMD of unsuccessful bidders shall be refunded after finalization of the tender.
- iv The EMD will be forfeited:
 - a) If a bidder withdraws his bid during the period of validity.
 - b) Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

11. TENDER EVALUATION COMMITTEE

ITPO will constitute the Tender Evaluation Committee. This committee will evaluate the online bid documents submitted by the bidders.

- i. The Tender Evaluation Committee may choose to conduct negotiation or discussion and may ask for written clarification 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 (s).

12. UNDERTAKING

An undertaking from the bidder stating the compliance with all the conditions of the contract and technical specifications of the bidding document will be required since no deviation will be acceptable to ITPO.

13. BID PRICES

- i. The price i.e. offer must be made by the intending bidder covering all important points mentioned 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 such as taxes & other statutory dues, not specifically mentioned in the specification but 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. All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

14. PERIOD OF VALIDITY OF BID

- i. **Validity Period:-** Bids shall remain valid for 90 days after the date of bid opening prescribed by ITPO; ITPO holds the right to reject a bid valid for a period shorter than 90 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 RFP:-** 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 tender document by the issuance of Addendum/ Corrigendum and posting it on the official website of ITPO and CPP portal.

15. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

- i. The Applicant may modify, substitute, or withdraw its proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the ITPO prior to proposal due date. No proposal shall be modified, substituted, or withdrawn by the applicant on or after the proposal due date.
- ii. Any alteration / modification in the proposal or additional information or material supplied subsequent to the proposal due date, unless the same has been expressly sought for by ITPO, shall be disregarded.

16. GENERAL TERMS & CONDITIONS

- i. Tenders not submitted in the format specified as per the tender document will be summarily rejected. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.

- ii.** The tenders submitted without Tender Fee and EMD in the prescribed format/ instrument will be summarily rejected. Exemption from submission of tender fee and EMD will be considered for NSIC/ MSME registered bidders.
- iii.** The bidder cannot make any amendment in the Technical Bid /Commercial Bid; neither can he impose any condition. All such bids will be rejected at the discretion of ITPO.
- iv.** No extra payment shall be made by ITPO on any account including for visits to office of ITPO, Bharat Mandapam, New Delhi. The vendor shall not have any rights to make any claims in this regard anytime during the contractual period.
- v.** The Contractor shall give a demonstration of the complete solution preparedness to ITPO, be it ticketed event or involving visitor`s registration, atleast seven (7) days prior to commencement of the event. Failure to do so may attract a penalty to the tune of the 5% of the total work order value for the entire event, for each day of delay. Failure to deliver the required security audited software ready in all respects, atleast 3 days prior to any event, may attract forfeiture of performance security, termination of the contract and blacklisting of the contractor for a period of Two(2) years as per suitable tenure as per extent guidelines.
- vi.** ITPO shall have full right for rejecting any or all tenders without specifying any reason(s) thereof. There shall be no obligation on the part of ITPO to inform the unsuccessful bidders of the outcome of the tender process and reasons for rejection of tender.
- vii.** There shall be no negligence during the contractual period while performing the awarded job. Depending upon the severity of negligence (If any), ITPO reserves the right to blacklist the agency for a suitable period or from further participation in any of the jobs to be done for ITPO, Bharat Mandapam, New Delhi. The decision of ITPO shall be final and binding on the successful bidder/ contractor.
- viii.** ITPO reserves the right to review the performance whenever so desires, and also to terminate the Work Order/Contract Agreement at any point of time during the contractual period in case the performance and the service rendered by the contractor is found to be unsatisfactory after serving a written notice to the contractor.
- ix.** ITPO at its discretion, reserves the right to vary, amend or alter any terms and conditions of the tender document with mutual consent at the time of placement of work order/ signing of the Contract Agreement.
- x.** The Contractor shall keep India Trade Promotion Organisation (ITPO) indemnified against any loss, damage that it may sustain or any claim made against it or any

proceedings that may be taken out against any claims made by its employees for any loss / damage, payment etc during performance of his duty in ITPO. An undertaking to this effect has to be submitted by the contractor.

xi. The charges quoted by the bidder in the Item rate BOQ and subsequently agreed to between ITPO and the contractor in the contract agreement shall be fixed for the entire contractual period.

xii. All the information whose access is given to the contractor shall be the property of ITPO and it should not be utilized for any other purpose without prior written consent of ITPO.

xiii. Patent Indemnity

The Supplier shall, subject to the Purchaser's compliance tender terms, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract.

xiv. Copy Right

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

xv. Standards

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements.

xvi. Supply, installation, commissioning & testing of the VC solution(s) need to be completed within a period of maximum thirty (30) days. Delay in delivering of the VC solution(s) within the prescribed period, may attract penalty @10% of the total under value for a week of delay beyond 30 days. Past delay beyond one week after 30 days, ITPO reserves the rights to terminate the contract by giving written notice for default.

17. ACCEPTANCE & WITHDRAWALS

The right of final acceptance of the tender is entirely vested with ITPO which reserves the right to accept or reject any or all of the bids in full or in parts without assigning any reason whatsoever. There is no obligation on 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.

18. ITPO'S DECISION TO BE FINAL

The final decision would be based on the technical capacity and pricing. ITPO does not bind itself in selecting the firm with highest combined evaluation score alone. The tender shall be submitted neatly and all corrections, over-typing shall be attested with seal and full signature. ITPO reserves the right to reject any or all the tenders without assigning any reason thereof.

Tendering/Subsequent award of job shall not in any way entitle the contractor to have any exclusive rights and privileges.

19. AWARD OF CONTRACT

a) Award Criteria

The Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

b) Negotiations

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations, shall be treated at par with negotiations.

c) Purchaser's right to vary Quantities at Time of Award or later

The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in RFP without any change in unit price or other terms and conditions.

d) Purchaser's right to accept any Bid and to reject any or all Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

20. NOTIFICATION OF AWARD

The bidder whose bid has been accepted shall be notified of the award by ITPO prior to the expiration of the period of validity of the proposal, by registered letter or email. The bidder shall acknowledge in writing, the receipt of the Letter of Intent to Award (LoIA) and shall communicate his acceptance in writing to enter into the contract with ITPO within three (3) days from the receipt of the LoIA.

21. SIGNING OF AGREEMENT

For signing of agreement pursuant to the bidder acknowledging the Letter of Acceptance, the Bidder and the ITPO shall promptly and in no event later than 7 days from the date of acknowledgement of the Letter of Acceptance, sign the contract. ITPO shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of Contract shall amount to award of contract and the Bidder shall initiate the execution of work as specified in the Contract.

22. PERFORMANCE GUARANTEE (PG)

The successful bidder/ contractor will be required to deposit a Performance Guarantee amounting to 3% of total contract value excluding the AMC cost in the form of Bank Guarantee/ Demand Draft/ Bankers Cheque issued by National/scheduled bank favouring "India Trade Promotion Organisation" payable at New Delhi for the contractual period and no interest shall be payable on this amount. This Performance Guarantee (PG) after deductions (if any) or if not forfeited (due to any of the reasons as mentioned in the tender document) shall be refunded to the contractor maximum after 90 days from the date of expiry of the contractual period. This Performance Guarantee can be forfeited by ITPO if the contractor fails to perform any of its obligations in the contract agreement to be signed between ITPO and the contractor. Breach of any of the terms and conditions of the contract may further make the vendor liable for getting blacklisted from engaging in any kind of business dealings with ITPO for a duration as deemed fit by ITPO and as per rules/guidelines in vogue.

23. PERIOD OF THE CONTRACT & PAYMENT TERMS

- a) Period of contract shall be 36 months from the date of successful installation of the VC system. The said date shall be as per certification provided by ITPO. The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the RFP.
- b) The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and upon fulfillment of other obligations stipulated in the contract. The supplier will also be required to submit the e-way bill, delivery challan and supply testing and commission report along with the invoices.
- c) Payment for supply of the VC solution shall be made post successful supply, installation, testing and commissioning of the entire VC system to the satisfaction of ITPO and certification of the same by ITPO.

24. 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.

25. 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 ITPO.

26. GOVERNING LAW

The laws of Republic of India shall govern the tender document and the contract.

27. DISPUTE RESOLUTION MECHANISM AND GOVERNING LAW

In respect of any dispute or difference, if any, between the parties,

- a) The contractor and the ITPO shall endeavor their best to amicably settle all disputes arising out of or in connection with the terms of license in the following manner: -
 - i) The contractor raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - ii) The matter will be referred for negotiation between Competent Authority of the contractor and ITPO. The matter can be endeavored to be resolved between them and the agreed course of action documented within a further period of 15 days.
- b) In case the dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.
- c) In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996.

The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties.

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

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

- d) The contractor shall not be entitled to suspend the Service/s or the completion of the assignment, pending resolution of any dispute between the Parties and shall continue to operate in accordance with the provisions of the Contract Agreement and payments to be made by the contractor as mentioned under the Agreement, notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.
- e) The contract shall be governed by and interpreted in accordance with Indian law.

28. INDEMNIFICATION

- The Bidder/Service Provider shall indemnify ITPO against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him/it.
- ITPO will not be responsible for any injury sustained by Bidder/ Service Provider's personnel during the performance of its/their duties and also any damage or compensation due to any dispute between them and it's personnel. Any expenditure incurred by ITPO to handle the situation arising out of the conduct of personnel deployed by the bidder /Service Provider will be made good from Security Deposit/Bills of the bidder /Service Provider and recovered in accordance with law.
- In case of injury or loss of ITPO staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay ITPO employee or his legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs will also be borne and paid by the successful bidder.
- The bidder shall also indemnify to ITPO for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including labour laws governing the employee of the bidder. In case of failure to make good above losses / expenses to ITPO, the same shall be deducted from the monthly bills / security deposited / future payments due to the bidder.
- The service provider shall indemnify ITPO against third Party claims arising out of equipment malfunctioning/mishandling on the part of personnel provided by the Service Provider. The Service Provider shall also indemnify to reimburse any theft, loss or damage by his personnel to ITPO personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to ITPO, the same shall be deducted from Security Deposit/Bills/Future payments due to the Service Provider.

- Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, 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 be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

29. JURISDICTION

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

30. CONFIDENTIALITY

Contractor/Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

31. INTELLECTUAL PROPERTY RIGHTS

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/Agency and/or their sub-agents/sub-contractors/employees etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Contractor/Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

32. 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 Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine

restriction, strikes and lockouts(as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 7 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/ costs/expenses 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 its option, terminate the Contract.

33. AUTHENTICATION OF BID

The originals, if any and all copies of the bid document shall be signed by a person or persons duly authorized to bind the bidder to the contract. A duly stamped Power-of-Attorney accompanying the bid document shall support the letter of authorization. Bid will not be considered valid without aforesaid documents. 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.

34. VALIDATION OF INTERLINEATIONS IN BID

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

35. 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.

36. OPENING OF COMMERCIAL BIDS

The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

37. CLARIFICATION OF BIDS

To assist in the evaluation, comparison and examination of bids, ITPO may at its sole discretion, ask the bidder for a clarification of its bid including technical and commercial bid. 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.

38. 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.

39. 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.

40. REJECTION OF BID

A bid that does not meet all eligibility 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.

41. TERMINATION & EXIT CLAUSE

a) Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(i)	If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser;
(ii)	If the Supplier fails to perform any other obligation(s) under the Contract
(iii)	If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in RFP Clause on Fraud or Corruption in competing for or in executing the Contract

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

(i)	The Performance Security/EMD will be forfeited;
(ii)	The Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

(iii)	However, the supplier shall continue to perform the contract to the extent not terminated.
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b) Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser

c) Termination for Convenience

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

**General Manager
I.T. Services Division
ITPO**

**India Trade Promotion Organisation
(A Govt. of India Enterprise)**

TECHNICAL BID

Tender Ref. No. ITPO/ITSD/VC/2024

Date: dd/mm/yyyy

The General Manager
I.T. Services Division
India Trade Promotion Organisation
Bharat Mandapam
New Delhi-110001

Sub: Bid Application/ Technical Bid.

S. No.	Item Description	Particulars
1.	Name of the Bidder (Company / LLP)	
2.	Contact Executive Details (Name, Designation, Mobile No. and Email Id)	
3.	Email	
4.	Telephone	
5.	Website	
6.	GSTIN	
7.	PAN	
8.	Registration No. of the company	
9.	Details of EMD	
10.	Details of Tender Fees	

Yours sincerely,

()

Authorized Signatory

Name.....

Designation.....

Company stamp/ Seal.....

ANNEXURE-2

**FORMAT FOR APPLICATION & LETTER OF UNDERTAKING REGARDING
ACCEPTANCE OF TERMS & CONDITIONS**

Tender Ref. No. ITPO/ITSD/VC/2024

Date:- dd/mm/yyyy

The General Manager
I.T. Services Division
India Trade Promotion Organisation
Bharat Mandapam
New Delhi-110001

Sub: Letter of undertaking regarding acceptance of Terms & Conditions.

Dear Sir,

With reference to tender no. ITPO/ITSD/VC/2024 dated dd/mm/yyyy, we hereby submit our bid in the prescribed format as desired by ITPO. We hereby also accept the terms & conditions prescribed in the bid document.

Thanking you.

Yours sincerely,

()
Authorized Signatory
Name.....
Designation.....
Company stamp/ Seal.....

FORMAT FOR POWER OF ATTORNEY FOR NOMINATING/ APPOINTING – AUTHORIZED SIGNATORY

Know all men by these presents, we, (Name of the Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms. son/daughter/wife of..... and presently residing at.....who is presently employed with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory or Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for invitation of online bids for, including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to ITPO, representing us in all matters before ITPO, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with ITPO in all matters in connection with or relating to or arising out of our Proposal for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2024

For
(Signature, name, designation and address)

Witnesses:

- 1. _____
- 2. _____

Notarized
Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed

in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.

ANNEXURE-4

FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

Tender Ref. No. ITPO/ITSD/VC/2024

Date: dd/mm/yyyy

The General Manager
I.T. Services Division
India Trade Promotion Organisation
Bharat Mandapam
New Delhi-110001

Sub: Authorization Letter for authorized signatory.

Dear Sir,

With reference to tender no. ITPO/ITSD/VC/2024 dated _____, 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.

1. Name of the authorized representative
2. Designation.....
3. Contact No (Mobile)

Thanking you.

Yours sincerely,

()
Authorized Signatory
Name.....
Designation.....
Company stamp/ Seal.....

CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER

Tender Ref. No. ITPO/ITSD/VC/2024

Date: dd/mm/yyyy

The General Manager
I.T. Services Division
India Trade Promotion Organisation
Bharat Mandapam
New Delhi-110001

Sub: CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER.

Dear Sir,

In response to the tender reference no. ITPO/ITSD/VC/2024 dated _____ , we hereby declare that the details of financial turnover of our company during the last three financial years are as follows:-

S. No.	Financial Year	Annual Turnover (In Lakh)
1.	2020-21	
2.	2021-22	
3.	2022-23	

Thanking You.

Yours sincerely,

()

Authorized Signatory

Name of the Chartered Accountant.....

Registration no. with Seal.....

Contact No.....

UNDERTAKING APROPOS NOT BEING BARRED/BLACK LISTED

The General Manager
I.T. Services Division
India Trade Promotion Organisation
Bharat Mandapam
New Delhi-110001

Ref: Tender Ref. No. ITPO/ITSD/VC/2024 dated _____.

Sub: UNDERTAKING APROPOS NOT BEING BARRED/BLACKLISTED.

Dear Sir,

We hereby undertake that we have not been currently blacklisted by any Central Govt. /State Govt. /Semi Govt. Organization / Autonomous Bodies or PSUs.

Thanking You.

Yours sincerely,

()
Authorized Signatory Name.....
Designation.....
Company stamp/ Seal.....

INDEMNIFICATION UNDERTAKING

The General Manager
I.T. Services Division
India Trade Promotion Organisation
Bharat Mandapam
New Delhi-110001

Ref: Tender Ref. No. ITPO/ITSD/VC/2024 dated _____.

Sub: INDEMNIFICATION UNDERTAKING.

Dear Sir,

We hereby indemnify ITPO against any loss, damage that it may sustain or any claim made against it or any proceedings that may be taken out against any claims made by our employees for any loss / damage, payment etc during performance of his duty in ITPO. We shall be solely responsible for any cost and consequences on account of any breach and or non-compliance of any of the provisions of the Labour laws specifically The Contract Labour (Regulation and Abolition) Act, 1970, The Employee`s Provident Fund & Miscellaneous Provision Act, 1952, Employee`s State Insurance Act, 1948, Factory Act, Minimum Wages Act, Payment of wages Act, Payment of Bonus Act, Workmen Compensation Act etc. and indemnify ITPO against any claims/costs/damages and penalties in respect of breach of the any of the provisions of the laws in force.

Thanking You.

Yours sincerely,

()
Authorized Signatory Name.....
Designation.....
Company stamp/ Seal.....

PROFORMA OF CONTRACT AGREEMENT

This Agreement (which shall include its subsequent Amendment (s), if any), entered on DD/MM/YYYY into by and between M/s India Trade Promotion Organisation, a Government of India enterprise registered under the Companies Act, 1956 having its registered office at Pragati Bhawan, Bharat Mandapam, New Delhi-110001 (hereinafter shall be referred to as "the Company", which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as ONE PART

AND,

M/s _____ a firm having its office at (hereinafter shall be referred to as "the Contractor/successful bidder", which expression unless repugnant to its meaning or context thereof, shall include its executors, administrators, successors and permitted assignees) as OTHER PART. This contract shall be effective from the20 upto.....20 (Bidding Document Ref. no. ITPO/ITSD/VC/2024 dated dd/mm/yyyy). The Contractor, under this Agreement, shall execute the subject job / provide service(s) in a professional manner as per the detailed scope of work as defined in the bidding document and the Company will pay the Successful bidder for execution of the subject job / service(s) provided as per the agreed payment terms and conditions of the bidding/contract document. The Successful bidder shall also be liable for the Defect Liability Period / Warranty Period, if specifically mentioned in the bidding document, for the job executed/ service provided by him/them. All the terms and conditions of the Detailed Letter of Acceptance and its enclosures including bidding document and if Addendum(s) shall be applicable and binding for this Agreement.

In witness whereof the parties have executed this Agreement on DD/MM/YYYY. Signed and Delivered Signed and Delivered

For and on behalf of
India Trade Promotion Organisation
Name:
Designation:
Date:
Place:

For and on behalf of
Other Part _____
Name:
Designation:
Date:
Place:

Witness 1:
India Trade Promotion Organisation
Name:
Designation:
Date:
Place:

Witness 2:
Other Part:
Name:
Designation:
Date:
Place:

PRICE SCHEDULE

Sr. No.	Item Description	Quantity	Rate (excl. taxes; in INR)
1.	98" Interactive Display with floor Mount Stand	1	
2.	Full HD Video Conferencing Camera	1	
3.	Discussion Conference Unit (Chairman Unit)	2	
4.	Discussion Conference Unit (Delegate Unit)	8	
5.	Central Conference System Controller	1	

ANNEXURE-10

BANK DETAILS of ITPO for EMD/ Tender Fee amount deposit

Name of the Beneficiary	:	INDIA TRADE PROMOTION ORGANISATION
Name of the Bank	:	CENTRAL BANK OF INDIA
Branch Address	:	BHARAT MANDAPAM, NEW DELHI-110001
Account No.	:	1167404133
Type of Account	:	SAVINGS
IFSC Code	:	CBIN0284078