

INDIA TRADE PROMOTION ORGANISATION
PRAGATI MAIDAN, NEW DELHI

Tender No. 169-ITPO(8)/E-E/2022-23/108

Date: 01/12/2022

TENDER DOCUMENT

EMPANELMENT OF AGENCIES FOR PROVIDING SERVICES OF INSTALLATION, MAINTENANCE AND OPERATION OF SILENT/SOUND PROOF DG SETS AND COMPRESSED AIR CONNECTION IN PRAGATI MAIDAN ON HIRE/RENTALS BASIS DURING VARIOUS FAIRS ORGANIZED AT PRAGATI MAIDAN, NEW DELHI BY THIRD PARTY ORGANIZERS.

**India Trade Promotion Organisation
Pragati Maidan
New Delhi – 110001**

Tender No. 169-ITPO(8)/E-E/2022-23/108

Date: 01/12/2022

Online bids are invited through two bid system for **“Empanelment of agencies for providing services of installation, maintenance and operation of Silent/Sound proof DG sets and Compressed Air Connections in Pragati Maidan on hire/rentals basis during various fairs organized in Pragati Maidan, New Delhi by third party Organizer”** Manual bids shall not be accepted. The details of tender are as under.

Sr. No.	Name of Work	Period of contract	Earnest Money (INR)	Cost of tender (INR)
1.	Empanelment of agencies for providing services of installation, maintenance and operation of Silent/Sound proof DG sets and Compressed Air Connections in Pragati Maidan on hire/rentals basis during various fairs organized in Pragati Maidan, New Delhi by third party Organizer.	One year	Rs. 1,00,000/-	Rs. 1180/-

1. The tender documents are available on our website www.indiatradefair.com (for reference only) & www.eprocure.gov.in and same can be downloaded.
2. Tender documents may be downloaded from ITPO's website www.indiatradefair.com (for reference only) 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

Publish Date	19.12.2022
Bid Document Download Start Date	19.12.2022
Bid Submission Start Date	19.12.2022
Bid Submission End Date	26.12.2022 (3.00 P.M.)
Technical Bid Opening Date	27.12.2022 (3.00 P.M.)
Validity of Bid	75 days from the date of opening of bids.

For any query / clarifications, written submissions may be sent to Email Id: 'rajkumarsingh@itpo.gov.in'

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 web site** www.indiatradefair.com (for reference only) 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 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

Payment & Tender cost

1. Earnest Money Deposit & Cost of tender is to be deposited through NEFT/ RTGS/ online payment mode(s) in favour of "India Trade Promotion Organisation" payable at New Delhi before bid opening date/time as mentioned in critical date sheet.
2. The tender fee/ cost of tender shall be non-refundable.
3. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening and evaluation of technical bids, the results of their qualification as well Price-Bid opening will be intimated later.

Submission of Tender

1. The tender shall be submitted online in two parts, viz., 'Technical bid' and 'Financial bid'.
2. All the pages of bid being submitted must be sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
3. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

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>.

REGISTRATION

- 1) Bidders are required to enrol 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 Enrolment**" 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.
- 3) 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.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or „Other Important Documents"" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been

given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 4) 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.
- 5) 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.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) 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.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 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. The contact number for the helpdesk is 1800 3070 2232, 91-7878007972 and 91-7878007973.

REQUEST FOR PROPOSAL

1. OBJECTIVE

This RFP (Request for Proposal) is issued as a request for empanelment of agencies for providing services of installation, maintenance and operation of **Silent/Sound proof DG sets and Compressed Air Connections** on hire/rental basis during various fairs organized in Pragati Maidan, New Delhi by third party organizer.

India Trade Promotion Organisation (ITPO), a premier trade promotion organisation, manages India's premier trade fair complex, Pragati Maidan 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 is re-developing its landmark exhibition ground Pragati Maidan into a modern, state-of-the-art iconic International Exhibition-cum-Convention Centre ("IECC") in two phases, bringing it on par with best exhibition and convention centers across the world.

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 Pragati Maidan, 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.

2. DEFINITIONS

"Applicable Law" - means all relevant laws in force and effect as of date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

"Bid Document" - shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document. **"ITPO"**- ITPO means India Trade Promotion Organisation.

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 **Empanelment of agencies for providing services of installation, maintenance and operation of Silent/Sound proof DG sets and Compressed Air Connections in Pragati Maidan on hire/rentals basis during various fairs organized in Pragati Maidan, New Delhi by third party Organizer.**

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. The 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 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.

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 WORK

Description:-

ITPO organizes different fairs such India International Trade Fair (14-days event), Aahar-International Food & Hospitality Fair (5-days event), India International Footwear Fair, New Delhi (3-days event) etc. A tentative requirement of approximate of the **Silent/Sound proof DG sets and Compressed Air Connections** which may be hired by ITPO during the tenure of the contract has been indicated in the "Item Rate BoQ" format. Approximate quantity of the **silent DG sets and compressed air connections** which may be hired by ITPO during the tenure of the contract as indicated in the "Item Rate BoQ" format, may increase or decrease depending upon the requirements during particular fairs being organized by third party Organizer. However, there shall be no liability on ITPO to take any **Silent DG set and Compressed Air Connection** during the tenure of the contract or to make any payment for the minimum requirement as indicated in the "Item Rate BoQ" format, in case the **Silent DG set and Compressed Air Connection** are not hired.

The **Silent/Sound proof DG sets and Compressed Air Connections** need to be environmental friendly. They should be able to operate under all weather conditions, during the day as well as at night.

Service period: The said **Silent DG sets and Compressed Air Connections** will be required to be in operation during the currency of different fairs usually from 09.30 AM to 7.30 PM. Venue- Pragati Maidan, New Delhi-110001, **However services are to be provided as per requirement of ITPO/Third party organizer.**

- The installation of the **Silent DG sets and Compressed Air Connections**, maintenance, making it on running condition and its safety & security is the responsibility of the agency.
- Service provider/ vendor would also be required to set up a centralized control room with necessary equipments & arrangements for smooth operation of the **Silent DG sets and Compressed Air Connections**
- Service provider/ vendor shall be responsible for connecting all the **Silent DG sets and Compressed Air Connections** installed during a particular fair.
- Service provider/ vendor will be responsible for taking all necessary government approvals (If any) at its own cost, prior to installation of the **Silent DG sets and Compressed Air Connections** at various locations in Pragati Maidan during the various **third Party events**.
- Service provider/ vendor shall intimate the electricity load requirements to ITPO well in advance in conjunction with the work order issued to them for different fairs and as per the quantity of **Silent DG set and Compressed Air Connection** required to be installed as per the work order.
- Service provider/vendor would be required to depute knowledgeable official(s) for operation of **Silent DG sets and Compressed Air Connections** and control room for the entire service period.
- Electricity shall be provided by ITPO free of cost to the vendor for its own events. However, for Third-party fairs the applicable electricity connection and consumption charges will be borne by the fair organizer(s).
- The exact locations where the **Silent DG sets and Compressed Air Connections** are to be installed shall be communicated to the vendor by ITPO as per the requirement by third party organizer vide work order to be issued for each fair separately.
- All the **Silent DG sets and Compressed Air Connections** hired during a particular fair/ event by ITPO must be equipped with adequate good quality equipment.

8. ELIGIBILITY CRITERIA

S. No.	Criteria	Required Documents
1.	The bidder should be a company registered in India under the Indian Companies Act 1956/2013 or a partnership registered under the India Partnership Act 1932 or a society constituted under the Societies Registration Act 1860 with their registered office in India for the last ten years as on 31 st March, 2022.	Copy of valid Certificate of Registration attested by Company Secretary/ authorized signatory. Copy of PAN card attested by authorized signatory.
2.	The bidder should have valid GSTIN.	Copy of valid Certificate of Registration attested by authorized signatory.
3.	The bidder should have a office in operation in Delhi/NCR	Copy of address proof of office premises in Delhi/NCR attested by authorized signatory.
4.	The bidder should not be barred or black-listed by any central/ state govt. departments/ organizations/ PSUs for any reason on the date of bid submission.	A self-declaration certificate from the authorized signatory should be submitted by the bidder.
5.	The bidder should have a minimum average annual turnover of Rs. 50 lac in any three financial years out of last four financial years i.e. FY 21-22, FY 20-21, FY 19-20 and FY 18-19.	A certificate from a practicing Chartered Accountant on his letter head confirming annual turnover & average annual turnover during these financial years.
6.	The bidder should have secured atleast two (2) work orders from any central govt./ state govt./ semi- govt. Departments/ PSUs/ Chambers of Commerce etc. and total orders of minimum Rs. 25 Lakh during the last 5 financial years (2021-22, 2020-21, 2019-20, 2018-19, 2017-18). Out of the above orders, the bidder must have secured atleast two work orders of Rs. 10 Lakh or above.	Copies of purchase orders and satisfactory work completion certificate(s) issued by the purchaser.
7.	Cost of tender document: Rs.1180 /- (Rupees one thousand one Hundred eighty Only); incl. GST	Through NEFT/ RTGS/ Online Payment Mode /Demand Draft (DD) or Bank Pay Order in favor of India Trade Promotion Organisation " payable at New Delhi.
8.	Earnest Money Deposit (EMD): Rs. 1,00,000/- (Rupees one lakh only)	Through NEFT/ RTGS/ Online Payment Mode /Demand Draft (DD) or Bank Pay Order in favor of India Trade Promotion Organisation payable at New Delhi.

Note: Bid without a valid EMD/ Tender Fee will be rejected outright.

The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) are exempted from furnishing bid guarantee/EMD, cost of tender documents 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.

9. PROCESSING FEE/ TENDER COST

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

10. 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.

11. BID PRICES

- i. The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format. 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.

12. PERIOD OF VALIDITY OF BID

i) Validity Period:

Online Bids shall remain valid for 75 days after the date of price bid opening prescribed by ITPO; ITPO holds the right to reject a bid valid for a period shorter than 75 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 Item Rate BoQ.

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 RFP document and it will be notified.

13. MODIFICATIONS/ SUBSTITUTIONS/ WITHDRAWAL OF PROPOSALS

- i) The applicant may modify, substitute, or withdraw its proposal after submission prior to proposal due date. No proposal shall be modified, substituted, withdrawn by the applicant 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 the authority, shall be disregarded.

14. SPECIAL TERMS AND CONDITIONS

- i. ITPO shall reserve the right to verify the operation and performance of Items provided by the bidder and the bidder shall permit ITPO to do so. The ITPO will evaluate the information submitted by the bidder with regard to bidder's capacity. The bidder cannot subcontract the work at any stage without prior written approval from ITPO.

- ii. The quantities mentioned in the tender are indicative and not the actual quantities. The actual quantities may be more or less than the quantities mentioned in the tender.
- The three lowest bidders i.e. L1, L2 & L3 quoting the aggregate lowest rates as per item rate BoQ will be considered for empanelment of three agencies for providing **Silent DG sets and Compressed Air Connections** on rental basis for the **third party events happening at Pragati Maidan, New Delhi. The lowest (L1) bidder will be given exclusive rights to provide Silent DG sets and Compressed Air Connections** on rental basis during all events organized by **third party** at Pragati Maidan. Three lowest bidders will be empanelled by ITPO with exclusive rights to provide **Silent DG sets and Compressed Air Connections** on rental basis during any of the events / exhibitions happening at Pragati Maidan, New Delhi organized by **third party**. All the three lowest bidders i.e. L1, L2 & L3 bidders will be required to match the lowest rates in respect of each category mentioned in the item rate BoQ. If any of the bidders out the three lowest bidders refuses to match the lowest rates in respect of each category mentioned in the item rate BoQ, then ITPO reserves the right to offer opportunity to next lowest bidder(s) for empanelment on the lowest rates.
- iii. During third party fairs, the empanelled agencies will be awarded the work by ITPO as per the requirement indicted by the third party fair organizer and the preference of the agency indicated by them. All the revenue towards hiring of the **Silent DG sets and Compressed Air Connections** as per the empanelled rates will be collected by ITPO and minimum 10% of the revenue (excluding GST) will be retained by ITPO as Commission Charges and maximum 90% of the revenue (excluding GST) earned will be remitted by ITPO on utility basis to the empanelled agencies on receipt of bills along with all the supporting documents. All the bidders will be required to quote the revenue sharing percentage they intend to offer to ITPO. The highest quoted revenue sharing percentage will have to be matched and agreed to be shared with ITPO by three lowest bidders i.e. L1, L2 & L3 and accordingly the revenue will be shared between ITPO and empanelled agencies. If any of the bidders out the three lowest bidders refuses to match the highest revenue sharing percentage as quoted in the item rate BoQ, then ITPO reserves the right to offer opportunity to next lowest bidder(s) for empanelment on the highest fixed revenue percentage.
- iv. Rates quoted in the Item Rate BoQ should be valid for the complete initial contract period as no changes in the price bid would be considered at a later stage. Extended contract period shall have rates applicable with escalation as defined in RFP.
- v. E-tenders with incomplete information are liable for rejection.
- vi. E-tender not submitted in the format specified as per the tender document will be summarily rejected.
- vii. E-tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- viii. Response time: The response time of bidder to attend any complaint upon on receipt of the complaint/ information should not be more than 30 minutes.
- ix. Penalty: The **Silent/Sound proof DG sets and Compressed Air Connections** will be required to be in operation for at least 99% of the service period. In case the Silent Dg sets remain in operation for a period less than 99% of the service period, a proportionate penalty would be imposed on the bidder. The penalty would be calculated based on the total cost arrived at depending upon the approximate quantity of the **Silent/Sound proof DG sets and Compressed Air Connections** hired during a particular fair, the number of hours the **Silent/Sound proof DG sets and Compressed Air Connections** have remained in operation and the number of hours in the service period.

For example:

- x. Service provider/ vendor will not be allowed to sublet or sub-contract the job.
- xi. The bidder cannot make any amendment in the Technical Bid /Item Rate BoQ; neither can he impose any condition. All such bids will be rejected at the discretion of ITPO.
- xii. The user department will assign the job order with the time frame for completing the job.
- xiii. The rates quoted in the price bid will be inclusive of all taxes, (including GST), fees, levies, etc.
- xiv. The agency will submit the invoice supported by complete description of work and rate payable as per job order.
- xv. Further the invoice should also be supported with detail of documents serial/date wise, with hard/soft copies without duplication containing exact number of pages.
- xvi. The invoice should contain PAN No., GST No., Job Order no., bank details of the vendor and address of the vendor when the payment has to be made.
- xvii. ITPO shall hire any **Silent DG sets and Compressed Air Connections for third party fairs during** the tenure of the contract. The exact requirement shall depend upon the specific requirements during different fairs. However, there shall be no liability on ITPO to hire any **Silent DG sets and Air Compressors** during the tenure of the contract or to make any payment for the minimum requirement indicated in the "Item Rate BoQ" format, in case the **Silent DG sets and Compressed Air Connections** are not hired.
- xviii. The **Silent DG sets and Air Compressors** being installed should not be more than 8 years old. The vendor will be required to produce procurement proofs of the **Silent DG sets and Compressed Air Connection materials**, as & when demanded.
- xix. For observance of any defects on the installed **Silent DG sets and Compressed Air Connections**, penalty @10% of the Work Order value shall be applicable. The vendor is advised to install all equipment in perfectly working condition.

15. 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.

16. 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 offering lowest prices 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 not to accept lowest price, to reject any or all the tenders without assigning any reason. Tendering/Subsequent award of job shall not in any way entitle the vendor to have any exclusive rights and privileges.

17. 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 quotes rates received will be done. Non-responsive/Non-complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

18. PERFORMANCE SECURITY

Within seven (7) working days of the receipt of Notification of Award / Letter of Intent from ITPO, the successful Bidder shall furnish the Performance Security for an amount of 3% of the total contract value quoted in the BoQ in favour of "India Trade Promotion Organisation" payable at New Delhi. Performance Security shall be refunded preferably within 90 days after conclusion of the contractual period, including extended contract tenure, if any. EMD deposited by the bidder during the bid submission can be adjusted against the Performance Security deposit. Delay in submission of performance security may attract a penalty of Rs.1,000/- for the first week of delay & additional Rs.1,500/- for delay exceeding beyond one week limited to a maximum delay of two weeks. ITPO reserves the right to terminate the contract for a delay beyond 15 days. Performance Security shall be liable to be forfeited partially or in full for any breach/ default in contract terms and provisions.

19. PAYMENT TERMS & PERIOD OF CONTRACT

The payment shall be calculated and released after conclusion of a particular event based upon the usage of the **Silent DG sets and Air Compressors** taking into consideration the duration of the fair and capacity of Silent DG sets as per BoQ and numbers, hired by third party organizers during particular event/ exhibition. Penalty (If any) would be deducted accordingly. The sizes and quantity of the **Silent DG sets and Compressed Air Connections** hired during a particular fair shall be clearly defined in the work order issued to the vendor prior to start of the event. All the above payments shall be released subject to the satisfactory performance of the vendor and certification of the same by ITPO.

The contract will be initially for a period of one year which can be extended for one (1) more subsequent years at 10% escalated rates over the previous contractual year's approved rates and same terms & conditions, depending upon the satisfactory services being rendered by the vendor and at the sole discretion of ITPO.

20. NOTIFICATION OF AWARD & SIGNING OF CONTRACT

The Bidder whose bid has been accepted shall be notified of the award by ITPO, by registered letter or official mail. The bidder shall acknowledge in writing, the receipt of the Letter of Intent/ Notification of award of work and shall send his acceptance to enter into the Contract within 5 days (5) days from the receipt of the Letter of Intent/ notification of work award. Bidder shall also enter into the agreement with ITPO on non judicial stamp paper of Rs 100/- within 7 days of acceptance.

21. 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.

22. 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.

23. TERMINATION FOR DEFAULT

The company may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the contractor, terminate this contract in whole.

- a) If the contractor fails to deliver any or all of the goods and perform services within the time period(s) specified in the contract, or any extension thereof granted by the company.
- b) if the contractor fails to satisfactorily perform any obligation(s) under the contract .

24. GOVERNING LAW

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

25. 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.

26. RESOLUTION OF DISPUTES

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. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

- c) The "Arbitration Notice" shall accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d) The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the License Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e) 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.
- f) The contract shall be governed by and interpreted in accordance with Indian law.

Arbitration

In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process. 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. Pragati Maidan, New Delhi.

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.

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.

Indemnity

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.

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.

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.

Compliance with Statutory Laws

All applicable laws (Central/State/Municipal/Local Laws etc.) including labour laws must be complied with/followed by the contractor/agency.

Disclaimer

- a) The information contained in this Bid Document or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of ITPO, or by any 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.
- b) 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.

- c) ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or 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.
- d) ITPO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumptions 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.
- e) 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 reasons whatsoever.
- f) 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.

27. TAXES AND DUTIES

The prices (including all taxes, duties, etc.) quoted in the bid shall hold good and shall be binding on the bidder, notwithstanding any increase in the prices of materials and labour or in the freights or levy of other charges whatsoever and the bidder shall not be entitled to claim any increase over the rates quoted by him during the period of currency of the contract except taxes and duties as introduced / modified by Govt. from time to time if any within the period from last date of bid submission to the original completion date of the Contract. Reimbursement of any new tax or variation of existing tax, introduced during last date of bid submission to the original completion date of the Contract shall be paid in actual on submission of documentary evidence.

The extended period of Contract for the purpose shall only be considered on merit.

28. SUBMISSION OF BIDS

- Bid should be submitted only through online mode at CPPP website: <https://eprocure.gov.in/eprocure/app>. Manual bids shall not be accepted.
- Bidders 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>".
- The tender shall be submitted online in two parts, viz., technical bid and price bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.
- Technical Bid
 - Signed and scanned copies of the documents mentioned in the Eligibility Criteria are to be uploaded on the portal (point-9)
- Item Rate BoQ
 - Price bid undertaking
 - Schedule of price bid in the form of BOQ_XXXX .xls
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 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.

- Bidder who has downloaded the tender from the ITPO Website and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with ITPO.

Bidders are advised to visit again ITPO website and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter

29. AUTHENTICATION OF BID

The original 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. 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.

30. 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.

31. ANNOUNCEMENT OF BIDS

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the time of opening. No bid shall be rejected at bid opening, except for late bids.

32. BIDS NOT CONSIDERED FOR EVALUATION

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

33. OPENING OF ITEM RATE BOQ

Item Rate BoQ will be opened and compared at the specified date and time. The name of Bidder, bid prices, total amount of each bid, etc. shall be announced by the ITPO at the Item Rate BoQ opening. The date, time and venue of opening of Item Rate BoQ will be advised to the technically qualified bidders separately.

34. CLARIFICATION OF BIDS

To assist in the evaluation, comparison and an examination of bids, ITPO may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, ITPO reserves the right to make its own reasonable assumptions at the total risk and cost of the bidder.

35. COMPLETENESS OF BIDS

ITPO will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

36. RECTIFICATION OF ERRORS

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

forfeited.

37. REJECTION OF BID

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by ITPO and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the bidder.

38. FORCE MAJEURE

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

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

As regards Corona virus (Covid-19) and its variants or related strains, it is recognized by the Parties that the present Agreement is being made in the background of the prevailing restrictions/ prohibitions imposed by the governmental/ municipal/ local authorities in view of Covid-19. The Parties agree that the ongoing pandemic caused by Corona virus (Covid-19) and its variants or related strains are not covered in "force majeure" and will not be treated as a force majeure cause for the purposes of this Agreement or as cause for any other purpose affecting business during the license period.

CHECKLIST WITH PAGE NUMBERS**(To be filled properly and submitted alongwith technical bid)**

S.NO.	DOCUMENT(s)	YES/NO	Ref. Page No.
1.	As per requirement of Clause No. 8(1) of tender document		
2.	As per requirement of Clause No. 8(2) of tender document		
3.	As per requirement of Clause No. 8(3) of tender document		
4.	As per requirement of Clause No. 8(4) of tender document [Annexure VII]		
5.	As per requirement of Clause No. 8(5) of tender document [Annexure V]		
6.	As per requirement of Clause No. 8(6) of tender document		
7.	Annexure – I [TECHNICAL BID]		
8.	Annexure – II [FORMAT FOR APPLICATION & LETTER OF UNDERTAKING REGARDING ACCEPTANCE OF TERMS & CONDITIONS]		
9.	Annexure – III [FORMAT FOR POWER OF ATTORNEY FOR NOMINATING/ APPOINTING – AUTHORISED SIGNATORY]		
10.	Annexure – IV [FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY]		
11.	Annexure-V [FORMAT CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER]		
12.	Annexure – VI [PRICE BID UNDERTAKING]		
13.	Annexure-VII [FORMAT FOR UNDERTAKING APROPOS NOT BEING DEBARRED/BLACKLISTED]		
14.	Annexure – VIII [UNDERTAKING APROPOS INDEMINFYING ITPO]		
15.	Annexure – IX [PERFORMA OF AGREEMENT]		
16.	Copy of Cancelled Cheque		

ANNEXURE-I

India Trade Promotion Organisation

**Pragati Bhawan, Pragati Maidan
New Delhi – 110001**

Ref. Tender No. 169-ITPO(8)/E-E/2022-23/108 Dated 01/12/2022

Sub: EMPANELMENT OF AGENCIES FOR PROVIDING SERVICES OF INSTALLATION, MAINTENANCE AND OPERATION OF SILENT/SOUND PROOF DG SETS AND COMPRESSED AIR CONNECTION IN PRAGATI MAIDAN ON HIRE/RENTALS BASIS DURING VARIOUS FAIRS ORGANIZED AT PRAGATI MAIDAN, NEW DELHI BY THIRD PARTY ORGANIZERS.

TECHNICAL BID

Company Details

Name of the Company: _____ Mailing address: _____

Contact Executive _____ (Name & designation)

Tel: _____ Fax: _____ Mobile: _____ Email: _____

Website: _____

1. Registration Number of the company _____

2. GSTIN_PAN No. _____
TAN _____

3. Details of EMD:

Demand Draft No. _____ Date _____ Name of the bank _____ Amount _____

4. Details of Cost of Tender Document

Demand Draft No. _____ Date _____

Name of the bank _____ Amount _____

Date: _____

Seal of the company: (Authorized Signatory) Name and Title:

ANNEXURE-II

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

Ref. Tender No. 169-ITPO(8)/E-E/2022-23/108 Dated 01/12/2022

To,

The General Manager (Works)

Engineering Division
India Trade Promotion Organisation

Pragati Maidan New Delhi-110001

Sub: Empanelment of agencies for providing services of installation, maintenance and operation of Silent/Sound proof DG sets and Compressed Air Connections in Pragati Maidan on hire/rentals basis during various fairs organized in Pragati Maidan, New Delhi by third party Organizer.

Dear Sir,

With reference to **tender no. 169-ITPO(8)/E-E/2022-23/108 Dated 01/12/2022**, 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 faithfully,

()

Authorised Signatory

Name _____

Designation_____ Contact No_____

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

Know all men by these presents, we,.....(name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. /Ms..... son/daughter/wife ofand 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 **Empanelment of agencies for providing services of installation, maintenance and operation of Silent/Sound proof DG sets and Compressed Air Connections in Pragati Maidan on hire/rentals basis during various fairs organized in Pragati Maidan, New Delhi by third party Organizer** 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
....., 2022

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

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 notarised 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-IV

FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

Ref. Tender No. 169-ITPO(8)/E-E/2022-23/108 Dated 01/12/2022

To,

The General Manager (Works)

Engineering Division
India Trade Promotion Organisation

Pragati Maidan New Delhi-110001

Sub: Empanelment of agencies for providing services of installation, maintenance and operation of Silent/Sound proof DG sets and Compressed Air Connections in Pragati Maidan on hire/rentals basis during various fairs organized in Pragati Maidan, New Delhi by third party Organizer

Dear Sir,

With reference to **169-ITPO(8)/E-E/2022-23/108 Dated 01/12/2022**

To, _____ ,

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.

Name of Person _____ Designation__ Contact _____ No
(Mobile)_____

Thanking you,

Yoursfaithfully,

()

Name_____ Designation_____ Contact No____

ANNEXURE- V

CERTIFICATE IN SUPPORT OF FINANCIAL TURNOVER

Ref. Tender No. 169-ITPO(8)/E-E/2022-23/108 Dated 01/12/2022

To,

The General Manager (Works)

Engineering Division
India Trade Promotion Organisation

Pragati Maidan New Delhi-110001

Sub: Empanelment of agencies for providing services of installation, maintenance and operation of Silent/Sound proof DG sets and Compressed Air Connections in Pragati Maidan on hire/rentals basis during various fairs organized in Pragati Maidan, New Delhi by third party Organizer

Dear Sir,

In response to the **Tender No. 169-ITPO(8)/E-E/2022-23/108 Dated 01/12/2022**, we hereby declare that the details of total turnover during last three years (in Lakhs) as follows:

S.No.	Financial Year	Turnover (Rs. lakhs)
1		
2		
3		

Average Annual Turnover

Thanking You,

Yours faithfully,

()
Authorised Signatory

Name of the Chartered Accountant _____ Registration No. with Seal _____

Contact No

PRICE BID UNDERTAKING

Tender No. 169-ITPO(8)/E-E/2022-23/108 Dated 01/12/2022

From: (Full name and address of the bidder)

To,

Dear Sir/Madam,

- 1. I submit the Price Bid for _____ and related activities as envisaged in the Bid document.**
- 2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.**
- 3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes with GST @18%.**

Yours Faithfully,

(Signature of authorized Representative)

ANNEXURE-VII

UNDERTAKING APROPOS NOT BEING DEBARRED/BLACK LISTED

Ref. Tender No. 169-ITPO(8)/E-E/2022-23/108 Dated 01/12/2022

To,

The Manager (Electrical)
Engineering Division
India Trade Promotion Organisation
Pragati Maidan New Delhi-110001

Sub: Empanelment of agencies for providing services of installation, maintenance and operation of Silent/Sound proof DG sets and Compressed Air Connections in Pragati Maidan on hire/rentals basis during various fairs organized in Pragati Maidan, New Delhi by third party Organizer

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.

Yours faithfully,

() Authorized Signatory:

Name & Title of

Signatory:

Seal:

Name of Bidder:

ANNEXURE-VIII

UNDERTAKING APROPOS INDEMINFYING ITPO

Ref. Tender No. 169-ITPO(8)/E-E/2022-23/108 Dated 01/12/2022

To,

The Manager (Electrical)
Engineering Division
India Trade Promotion Organisation
Pragati Maidan New Delhi-110001

Tender No. 169-ITPO(8)/E-E/2022-23/108 Dated 01/12/2022

Sub: Empanelment of agencies for providing services of installation, maintenance and operation of Silent/Sound proof DG sets and Compressed Air Connections in Pragati Maidan on hire/rentals basis during various fairs organized in Pragati Maidan, New Delhi by third party Organizer

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

Yours faithfully,

() Authorized Signatory:

Name & Title of

Signatory:

Seal:

Name of Bidder:

PROFORMA OF AGREEMENT

This Agreement (which shall include its subsequent Amendment (s), if any), entered on DD/MM/YYYY into by and between M/s ITPO, a Government of India Company registered under the Companies Act, 1956 having its registered office at Pragati Bhawan, Pragati Maidan, New Delhi-110 001 (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 shall be effective from the DD/MM/YYYY for 03 (Three) years i.e. up to DD/MM/YYYY (Bidding Document; Ref. **Tender No. 169-ITPO(8)/E-E/2022-23/108 Dated 01/12/2022** and extended contract period, if any, as per work order issued by the company. 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:

India Trade Promotion Organisation
(Electrical Unit)
SCHEDULE OF WORK

NAME OF WORK: EMPANELMENT OF AGENCIES FOR PROVIDING SERVICES OF INSTALLATION, MAINTENANCE AND OPERATION OF SILENT/SOUND PROOF DG SETS AND COMPRESSED AIR CONNECTION IN PRAGATI MAIDAN ON HIRE/RENTALS BASIS DURING VARIOUS FAIRS ORGANIZED AT PRAGATI MAIDAN, NEW DELHI BY THIRD PARTY ORGANIZERS.

Sl. No.	Description of Item	Qty.	Rate (Rs.)	Unit	Amount(Rs.)
	SUB HEAD – I (HIRING OF DG SET)				
1.	Hire charges for providing and operation of silent Diesel Generating set of the following capacities of 3 phase 440 volts including suitable capacity including change over switch, watch and ward connections with a suitable size of armoured cable up to change over switch, transportation, etc. complete as required during various third party events (The silent DG sets will be provided as per the quantity approved by the requirement of the third party each fair).				
	i) 125 KVA	1 No.		Per day	
	ii) 250 KVA	1 No.		Per day	
	iii) 500 KVA	1 No.		Per day	
2.	Operation charges of the following capacity silent type DG sets complete with diesel oil, mobile oil, transportation operator complete as required.				
	i)125 KVA	1 No.		Per hour	
	i)250 KVA	1 No.		Per hour	
	iii)500 KVA	1 No.		Per hour	
	SUB HEAD – I - COMPRESSED AIR CONNECTION				

1.	Providing compressor Air connections from Utility box to required location with suitable size flexible pipe, clamp, nozzle etc. for connections on both ends and protection to the flexible pipe wherever required including maintenance during the event complete as required.	1 No.		Per event	
2.	Providing compressor and compressor Air connections to required location with suitable size flexible pipe, clamp, nozzle etc. for connections on both ends and protection to the flexible pipe wherever required including maintenance during the event complete as required.	1 No.		Per event	
	Total				

Note: The rate must be quoted with all applicable taxes inclusive of GST @18%.

DM(E)

M(E)