



India Trade Promotion Organization
Stores Division
Near Hall Number 12 & 12 A,
Pragati Maidan,
New Delhi – 110001

Short Tender Document

T e n d e r N o.: 255-ITPO (2)/ST/2019

TENDER

for

“Hiring of Vehicle with labour for shifting/lifting of official furniture and other miscellaneous materials for IITF-2019 within Pragati Maidan”



Short Tender Enquiry Notice

No. 255-ITPO (2)/ST/2019

Dated: 22/10/2019

Sub: "Hiring of Vehicle with labour for shifting / lifting of official furniture and other miscellaneous materials for IITF, 2019 within Pragati Maidan"- reg.

India Trade Promotion Organisation (ITPO), a Govt. of India Enterprises invites sealed quotations in one bid system (techno-commercial) from reputed registered firms/agencies within the National Capital Territory of Delhi (except those who have been specially blacklisted by the Ministries/Departments for non-performance), having experience and expertise in the field of "Hiring of Tempo with labour for shifting / lifting of official furniture and other miscellaneous materials, as per **Annexure-IV** attached herewith, for the purpose of award of work, for only IITF-2019.

2. This tender document consists of (i) Scope of work (ii) Eligibility Criteria (iii) Instructions to the Bidder (iv) General Terms and Conditions.

3. Bidders are requested to go through the instructions to the bidder and terms and conditions in the bid documents which may be downloaded from tender section of corporate website of ITPO, i.e. (<http://www.indiatradefair.com>).

4. Submission of Bid: Bidder should note that sealed quotation completed in all respect, super-scribed with "Hiring of vehicle with labour for shifting / lifting of official furniture and other miscellaneous materials for IITF, 2019 within Pragati Maidan" against tender reference number 255-ITPO (2)/ST/2019 dated 18/10/2019 will be dropped in tender box, kept in Stores Division, Hall Number-12,, Near Gate Number-10, Pragati Maidan, ITPO, New Delhi-110001 before due date and time indicated in Document Control Sheet.

Document Control Sheet:

1. Tender Enquiry No.: 255-ITPO (2)/ST/2019
2. Name of Organization: INDIA TRADE PROMOTION ORGANISATION
3. Last Date and Time for submission of tender document :
28th October, 2019 at 3.00 p.m.
4. Date & Time of opening of Bid: 28th October, 2019 at 3.30 p.m.
5. Address for Communication:
Deputy Manager, Stores Division
INDIA TRADE PROMOTION ORGANISATION,
Room Number-129,Near Hall Number-12
Pragati Maidan, New Delhi-110001

Place: New Delhi
Date: 22/10/2019

Deputy Manager (Stores)

- I. SCOPE OF WORK:** The work covers proving tempo with labour for lifting/shifting of office furniture and other miscellaneous materials etc. within Pragati Maidan either during the pre-preparatory of IITF or after completion of IITF. Further the contract shall also include providing labour and good vehicles etc.

II. ELIGIBILITY CRITERIA:

1. The Registered Office/Business Office of the bidder should be located either in Delhi/NCR. An attested copy of valid proof of their Office/Self-declaration in company's letter head in Delhi/NCR shall be enclosed. The business office located outside of Delhi/Delhi-NCR will under no circumstances be entertained for selection in bidding process.
3. A self attested copy of PAN Card must be attached.
4. A self certified copy of the GST registration must be attached with the quotation. Without GST registration, the bid will be summarily rejected.
5. An undertaking from the bidder firm stating that the firm has not been blacklisted by any Central Government Department/Ministry/PSU/Bank, or State Government etc. must be attached with the bid documents (Ref. to Annx.-II)
6. The bidder must have a minimum two years' experience in the similar field supplying trucks/vehicles to reputed organisations particularly Central/State Govt. Govt. Departments/PSUs. The bidder will required to submit award of work along with the bid document.
7. Original security instruments like, EMD of Rs. 6,000/- and tender cost of Rs. 590/- (Rs. 500 /-+ 18%) should be attached with bid application.
8. The agency/firm should have ESI/EPF regulation certificate.

Note: The applicant bidder should meet the above stipulated eligibility criteria, otherwise the candidature leads for rejection.

III. Instructions to Contractor:

- i. The vehicles to be deputed should be registered either in the name of the firm/owner of the firm or the vehicles should have provided on lease.
- ii. The vehicles should report at Store Division, ITPO, Pragati Maidan and carry the directions of Store Officers of ITPO. There will be no dead mileage. "Only extra hours after permissible office hours per day" shall be reckoned. No mileage will be allowed to drivers for lunch/breakfast or for drawl of fuel etc.
- iii. The duty point in respect of vehicles would be around Pragati Maidan or as per direction of Store Division, ITPO. A log book for each of the journey performed duly signed by the officer of Store Division, ITPO would be maintained and submitted by the firm along with the bills(s).
- iv. The vehicle shall be provided for the exclusive use of this office and shall not be used by the contracted agency for any other purpose.
- v. Vehicles should run on either Petrol/Diesel/CNG. In case of CNG vehicles, it should be factory fitted. The firm will ensure that the fuel tank of vehicle provided is fully filled before sending the vehicle for duty.
- vi. The firm should have adequate number of telephone/mobile to be available round the clock. Driver should also be provided with an activated mobile phone. No expense related to mobile phone and mobile connection shall be borne by ITPO.
- vii. Driver should be decent and well behaved and should not have any criminal cases against him and should not have any past history of accidents.

- viii. Drivers should not be addicted. The deployed drivers and labours are hail & healthy and not suffering from any communicable diseases.
- ix. The driver shall observe all the etiquette and protocol while performing duty & shall be neatly dressed in proper uniform.
- x. All kinds of repairs/maintenance cost, charges of CNG/Petrol/Disel, oil lubricant, fees towards license/ registration taxes such as road tax, permit fee, parking charges, toll taxes, entry taxes etc., challans, salary/overtime of the driver/substitute driver, if any, insurance premium, are the responsibility of the contractor and shall be borne by the contractor all along.
- xi. Once the hiring of trucks commences from a successful agency/firm, the vehicles and drivers should not be changed unless so requested for by the ITPO. The vehicles must be available at any time of day as desired by ITPO. Even in case of exigencies/emergencies required vehicles are to be provided on short notice also.
- xii. The Official timings will commence from 10 a.m. to 06 p.m.
- xiii. Rates once finalized will be fixed up to 31/12/2019 and used as base rate in the case of upward and downward change in rates in fuel prices.
- xiv. Any overtime arising due to breakdown of vehicle supplied by the agency shall be borne from its account and shall not be charged to ITPO.
- xv. In case of breakdown of any vehicle, the contractor shall replace the breakdown vehicle within two hour failing which the ITPO has the right to hire vehicle from any other sources at the expense of the contractor.
- xvi. Vehicles provided to ITPO, should bear commercial registration numbers and should have comprehensive insurance and Drivers so provided with the vehicles shall have commercial LMV Driving License and Badges.
- xvii. The vehicles should conform to the Pollution norms prescribed, by the Transport Department of Government of NCT of Delhi/directives of Government of India.
- xviii. The contractor shall ensure that all the necessary valid documents i.e. RC, Insurance papers, Pollution free control certificate, etc. are available with the drivers deployed for official duty in the premises of Pragati Maidan, and/or while on-duty outside of Pragati Maidan, but within Delhi/Delhi-NCR, for inspection by Government Authority.
- xix. Any person who is in Government service or an employee of this Organization should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
- xx. No advance payment should be made to drivers or other staff of contractor.
- xxi. The contractor will maintain separate log books for each vehicle movement which will also be verified/counter-signed by the concerned stores officer.
- xxii. All the workers shall wear the prescribed uniform.
- xxiii. The contractor shall be responsible for the conduct and behaviors of the employees. If any employee of the contractor/agency is found misbehaving with ITPO staff, the contractor/agency shall take necessary appropriate action as per direction of Competent Authority of ITPO and may including replacement and removal of workers concerned from ITPO premises.
- xxiv. All members of staff employed by the contractor will be subjected to security check by the security guard posted at entrance/exist of Pragati Maidan premises.
- xxv. ITPO also reserves the right to terminate the contract before the expiry of the contract period, if the party's services are not found satisfactory, or any other reason which may create doubtful integrity. The decision of ITPO regarding quality of services shall be full and final. No claims for compensation of loss of revenue due to such decision shall be entertained.

- xxvi. In case it is found that the selected firm is engaged in malpractices, the contract will be terminated and they will be banned from having business relation with this office.
- xxvii. The persons deputed shall not be below the age of 18 years.
- xxviii. The contractor shall ensure punctuality, cleanliness, obedience, promptness, proper conduct and integrity of the personnel in the office premises, and enforce prohibition of consumption of alcoholic, drinks, smoking, loitering without work. Failing to do so, the security deposit will be forfeited and contract will be cancelled forthwith by serving notice by the Competent Authority and will also be barred to participate in the future tender.

IV. General Terms and conditions:

1. SUBMISSION OF EMD and Cost of Tender Application:

The Earnest Money Deposit (EMD) of Rs.6,000 /- (Rupees Six Thousand only) and Tender Cost of Rs. 590 /- in the form of account Payee Demand Draft of any scheduled commercial bank must be deposited by bidders along with dully filled-up bid documents. The Demand Drafts shall be made in favour of "India Trade Promotion Organization, payable at New Delhi. The EMD should be valid for a period of forty-five days beyond the final bid validity Period. Earnest Money Deposit in any other form will not be accepted.

- a. The date of the demand draft will be after the publication of this tender, but on or before the last date of submission of tender.
- b. The cost of tender Application is non-refundable.

c. RETURN OF EMDs:

Bid Securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before 30th day after the award of the contract.

- d. EMD of Successful Bidder shall be rest with ITPO and will be returned, without bearing interest after 31/12/2019.
- e. No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by this Office in respect of any previous work shall be entertained.
- f. The bids without Earnest Money and cost of tender application shall be summarily rejected.
- g. No claim shall lie against the ITPO in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

2. How to quote Rate :

- It is mandatory to quote most reasonable and competitive rates in Annexure-IV in Indian Rupees only (in words and figures). In case, any discrepancy is found in account quoted rate in figure and word, the later will prevail. Quotations with rates quoted in any other terms shall not be considered at all. The unrealistic rates or impractical and non-serious rate, just for the sake of vitiating the whole tender process and for grabbing the contract viz. free of cost/complementary /fraction of rupee shall not be entertained.

- It may specially be noted that no changes/escalations in the approved rates, whatsoever even due to increase in cost of materials, components and labour cost shall be allowed during currency of the contract.
- Mere quoting abnormally lowest rates will not amount to qualify for the award of contract.
- Overwriting/corrections or incomplete quoting of rates would result in rejection of quotation and shall not be considered under any circumstances.
- The bidder should note that on the part of quoting **NIL** charges/considerations or leaving blank for all activities or any individual column shall not be eligible for further selection and therefore will be rejected. The bidder submitting price bid in any other form other than prescribed one shall not be considered.
- If GST and other statutory charges, if any, are to be paid extra, then this should be clearly specified in respective column of price bid separately. In the absence of any such stipulation, it will be assumed that the quotation is inclusive of these statutory taxes.

a) **Selection Process:** The selection of bidder will be effected based on the fulfillment of required eligibility criterion/pre-qualification and will lead for further engagement on short-term rate contract as of being L-1 Bidder (Successful Bidder). The bid evaluation would be upon the overall price which is exclusive of GST, as applicable from time to time, shall be paid extra.

b) Conditional Bids/Vague offers like “Duties as applicable” shall not be considered.

3. Terms of payment:

- a) The term ‘payment’ mentioned in this para includes all types of payment due to the service provider arising on account of this Contract excluding Earnest Money and Security Deposit governed by the separate clauses of the Contract.
- b) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- c) The payment will be made based on actual, as per the accepted rates based on the actual work carried out as per the Schedule of work (Bill of Quantity) after satisfactorily verified by the Stores Division.
- d) **Submission of bill:** The Contractor shall submit the bill in duplicate after the satisfactory completion of the works attended after completion of IITF-2019. The job description summary sheet in the prescribed form related to number of activities performed is to be enclosed along with bill.
- e) The invoice should generally contain PAN No., GST of Buyer (GST No. of ITPO-**07AAATI2955C1ZX**) and Seller, Award of Work number with Date and address of the Seller, state code and HSN Code when the payment has to be made.
- f) ITPO reserves the right to deduct any amount from the Bill/Invoice as may be considered, reasonable for unsatisfactory services or delay in providing of services. The decision of ITPO will be the final and binding in this regard.
- g) Payments will be made through RTGS / NEFT after deducting TDS, as per the rules of the Government and as applicable from time to time. The Successful firm should provide his/her bank details duly signed by authorized signatories (Bank Authority & the bidder) along with the copy of cancelled Cheque.
- h) ESI/EPF Compliance certificate in respect of man power deployed.

4. Tender Evaluation Committee:

- (i) ITPO will constitute the tender Evaluation Committee. The Committee shall evaluate the bid documents submitted by the bidder as per the Techno-Commercial bid document.
- (ii) The Technical Evaluation Committee may choose to conduct technical negotiation, if necessary or discussion with any or all the bidders. The decision of the Evaluation Committee in the evaluation of the Techno-commercial Bid shall be final and binding on all the parties/Bidders.
- (iii) ITPO shall reserve the right to verify the operation and performance of the service of work by the Bidder and the Bidder shall permit ITPO to do so. The ITPO will verify/evaluate the information submitted by the Bidder with regard to Bidder's capacity. The Bidder is for bidden to subcontract the work at any stage without prior written approval in working from ITPO.

3.

5. Award Criteria

- (i) Preliminary Scrutiny: ITPO will scrutinize the offers to determine that the offer is complete and to find 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) The quote received will be first evaluated for completeness and responsiveness. Only those bids which are found to be responsive will be considered for Technical Evaluation, those bids which are technically qualified will be considered for financial ranking. Non-responsive / Non- complete bids shall be summarily rejected and no revert or oral communication of the same will be obligatory on the part of ITPO.
- iii) Selection Process: The job would be assigned to lowest successful applicant which is the overall lowest bidding Business entity found technically fit for the job.
- iv) **Validity of rates:** The rates of successful bidder should be valid till 31/12/2019. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.
- v) **Subletting:** Under no circumstances, the successful firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.

6. 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 thereof without any reason whatsoever. There is no obligation on the part of ITPO to communicate with rejected Bidders. After acceptance of the tender by the ITPO, the Bidder shall have no right to withdraw his tender, or claim higher price.

7. Notification Award

The Bidder whose Bid has been accepted shall be notified of the award by the ITPO prior to the expiration of the period of validity of the proposal, by registered letter or by email. The Bidder shall acknowledge in writing, the receipt of Letter of Acceptance and shall send his acceptance to enter into the Contract within 3 days from the receipt of the letter of acceptance.

8. PENALTIES:

- For non-providing of vehicle in time: Rs.100/- per hour of delay;
- For not providing substitute vehicles: Rs.500/- per default or cost of hiring charges from other sources, whichever is higher.
- On misbehavior by the Driver: Rs.500/- per default;
- For violation/breach of any of the condition of the contract: Rs.1000/- per default and/or Termination of the contract/forfeiture of EMD.
- In case of breach of contract by the contractor, the EMD shall be forfeited by the Government and the firm shall be blacklisted in addition to termination of the contract in question. The right of action will rest with the authority entering into the agreement.

9. JURISDICTION OF COURT:

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

b) FORCE MAJEURE:

If either party hereto is prevented in the performance of any act required hereunder by reason of act of God, fire, flood or other natural disaster, malicious injury, strikes, lock-outs or other labour troubles, riots, insurrection, war or other reason of like nature not the fault of the party in performing under this contract agreement, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay except that if any delay exceeds 30 days, then the party entitled to such performance shall have the option to terminate this Agreement.

c) ARBITRATION:

In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the contract (except as to matters, the decision to which is specifically provided under this contract) remains unresolved; the same shall be referred to the CMD, ITPO, for appointment of Sole Arbitrator. The provisions of Indian Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply on both the parties.

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.

Deputy Manager (Stores)

Annexure-I

Bid Profile
(To be provided in firm's own letter head)

Tender No. 255-ITPO (2)/ST/2019

dated 22/10/2019

Sub: Hiring of Vehicle with labour for shifting/lifting of official furniture and other miscellaneous materials for IITF-2019 within Pragati Maidan.

Sl. No.	Particulars	Information/ documents to be provided/ attached
1.	Name of the firm/ Agency	
2.	Name of the Authorized persons, who may sign on the tender documents	
3.	Communication (Postal) Address	
4.	Telephone No./ Mobile No.	
5.	E-mail Id	
6	Details of EMD of Rs.6,000/- (Enclosed Demand Draft)	
	Draft No.	
	Date	
	Issuing Bank	
	Branch	
7	Details of Tender Cost of Rs.590/- (Enclosed Demand Draft)	
	Draft No.	
	Date	
	Issuing Bank	
	Branch	
	Amount	
8	GST No. (Certificate to be attached)	
9	Whether Agency and or its Directors/partners etc. are black listed by any Govt. Department/Organization as on date. Give details	
10	Whether Firm/Agency has business office in NCR region. Give full address (Attach documentary proof)	Attached or Not
11	Accepted the scope of work and terms and conditions of the said tender notice.	Yes/No
14	Details of minimum two years of past Experience of the Agency issued by any state or central government department. (self-signed Experience Certificate/supporting documents issued by various govt. Organizations).	Attached or Not
15	Legal Status: Please specify as to whether Agency is a sole proprietorship or partnership firm or company (Pvt. Or Public) or any other form etc	
16	Proper ESI & EPF Certificate should be attached with quotation.	Attached/not

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

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

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

Date:

Place:

Signature of Bidder

Name of Bidder

Name of the firm/agency

Seal of Bidder

ANNEXURE-II

U N D E R T A K I N G
(To be submitted in Firm's own letter)

It is certified that my firm/agency/company has never been black listed by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on date.

Place:

Date: __/__/2019

Signature of the Tenderer :

Name of the Signatory:

Name of the Firm/agency:

Seal of the Firm/Agency :

ANNEXURE-III

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

Tender No. 255-ITPO (2)/ST/2019

dated 22/10/2019

Sub: Hiring of Vehicle with labour for shifting/lifting of official furniture and other miscellaneous materials for IITF-2019 within Pragati Maidan.

- (i) I / We do hereby solemnly declare / undertake that I / We have completely read and understood the terms and conditions attached to the proving Vehicle for lifting/shifting of furniture and other misc. materials during IITF-2019, even after completion if said mega event within ITPO's premises in question, for which the all-inclusive rates as above have been submitted, and that they are acceptable to us in full;
- (ii) I / We do also hereby declare that the decisions of ITPO, on all the matters connected to the contract in question, and on the matter of disputes arising due to the provisions of this contract shall be final and binding on me / us / our firm.
- (iii) I/We, in full of mind and knowledge, hereby accept the terms and conditions of this tender guideline.
- (iv) I/We give the rights to the Competent Authority of ITPO to forfeit the EMD/Security Money deposited by me/us if any delay on my/agent's part or fail to render the services within the appointed time of desired quality/specification.
- v) I / We do hereby solemnly declare / undertake that we are not under any declaration of ineligibility by any authority.

Date:

(Signature in full): _____

Name of the firm: _____

Seal / Stamp of the firm: _____

Annexure-IV

Schedule of Price (Bill Of Quantities)
(To be submitted in Company's letter head)

Tender No. 255-ITPO (2)/ST/2019

dated 22/10/2019

Sub: Hiring of Vehicle with labour for shifting/lifting of official furniture and other miscellaneous materials for IITF-2019 within Pragati Maidan.

Sl. No.	Schedule of Work/Bill of Quantities	Quoted Rate + + Applicable GST
1.	Tata Tempo with only four labours for maximum 8 hours per day	
2.	Providing Tata ACC or Equivalent with only four labours for maximum 8 hours per day	
3.	Per hours basis rates for Tata Tempo with four labour	
4.	Per hours basis rates for Tata ACC or equivalent with four labour	
5.	Extra labour(s) on per day basis.	

Date:

Place:

(Authorized Signature)

Name and designation of the bidder along with company seal:

Communication Address: