

**India Trade Promotion Organisation
(Store Division)**

Tender Notice: 255-ITPO(2)/ST/2019-21 Part File

Dated : 4/10/2022

Subject: Empanelment of Agency/ Company for hiring of CNG operated TATA Tempo/TATA ACE etc. with labour for shifting/lifting of official furniture and other misc. materials during events to be held at Pragati Maidan.

ITPO invites online Tenders only from Delhi based agencies/company/operators for providing CNG operated **TATA Tempo/TATA ACE etc. with labour for shifting/lifting of official furniture and other misc. materials during** for events/fairs to be held at Pragati Maidan Fairs New Delhi. The work covers providing tempo with labour for lifting/shifting of office furniture and other misc. materials etc. within Pragati Maidan, either before or after completion of the fairs.

2. Indicative Critical Date Sheet

Bid document start date	4/10/2022
Bid submission start date	4/10/2022 - 3.00 p.m.
Last date for submission of bid	11/10/2022/ upto 2.30 p.m.
Date and time for opening of bid	12/10/2022 at 3.00 p.m.

3. The detail of the Tender is as under:

Sr. No.	Name of work	Quantity of vehicles required	Period of requirement	Cost of Tender
1	Lifting/shifting of office furniture and other misc. materials etc. within Pragati Maidan, either before or after completion of the fairs to be held within Pragati Maidan.	On Need basis.	One Year extendable for another two years.	Rs.500/- + GST (non-refundable.)

4. E M D and Tender Cost:

Earnest Money Deposit of Rs. 7,500/- (Rupees Seven Thousand Five hundred only) and Tender Cost of Rs. 590/- (Five Hundred and Ninty only) are to be deposited electronically by NEFT/RTGS in the account at the below mentioned details or DD in favour of India Trade Promotion Organisation payable at New Delhi. Bidders are required to submit the details of EMD & tender cost at the time of Bid Preparation.

Name of the Beneficiary	India Trade Promotion Organisation
Name of the Bank	Central Bank of India
Branch address	Pragati Maidan, New Delhi – 110 001
Account Number	1167404133
Type of Account	Saving
IFSC Code of the Bank	CBIN 0284078
MICR code	110016150

PAN Number of ITPO	AAAT12955C
GST Number of ITPO	07AAAT12955C1ZX

5. Validity of Bid

The validity period of the bids shall be 90 days, and no variation in approved rates would be considered in any circumstances.

The details of remittance in respect of Cost of Tender and EMD document, must be submitted on or before **11/10/2022 but before 2.30 p.m.** to the Manager, Store Division, India Trade Promotion Organisation, Pragati Maidan, New Delhi -110001.

6. Opening of Bid

The Technical Bids will be open on **12/10/2022 at 3.00 p.m.** After the online opening of the Technical Bid, the results thereof shall be intimated to the bidder..

7. Instructions/ Guidelines for submission of Bid- Annexure I

Tender Document is available for viewing on our official website: www.indiatradefair.com (only for reference). whereas the E-Tender is to be submitted on our official website : www.eprocure.gov.in

8. Before submission of Bid/Tender Document, the applicant must ensure that the following documents are readily available with the applicant:

1. PAN Number
2. GST No.
3. EPF Regn. Number
4. Profile of the Applicant **and Tender Document**, (Annexure –II)
5. ESI Registration No.
6. An Undertaking from the Selected Vendor to indemnify ITPO for any financial implication emerging out of non-compliance of statutory law provisions of Labour Acts/Enactments (including PF/ESI/Insurance), hitherto, in force.

9. The Bid shall be submitted only online and in two parts , namely :-

- (a) Technical Bid
- (b) Financial Bid

(a) Technical Bid

The following copies of scanned documents of the Applicant are required to be uploaded:

- (i) Signed and scanned copy of Registration Certificate
- (ii) Signed and scanned copy of PAN Number
- (iii) Signed and scanned copy of GST No. Number, if applicable
- (iv) Signed and scanned copy of ESI Number
- (v) Signed and scanned copy of EPF Registration Number
- (vi) Signed and scanned copy of Tender acceptance letter as per **Annexure-III**
- (vii) An Undertaking from the Selected Vendor to indemnify ITPO for any financial implication emerging out of non-compliance of statutory law provisions of Labour Acts/Enactments (including PF/ESI/Insurance), hitherto, in force.(The Service Provider shall be responsible for ensuring compliance with provisions of all applicable Labour Laws (Central/State/local) and specifically factory Act, Minimum Wages Act, PF Act, ESI Act, Payment of Bonus Act, Contract Labour Act, Workmen Compensation Act, etc., as amended/applicable from time to time. The service provider shall be solely responsible for any financial implication and consequences on account of any breach and or non-compliance of any breach of the provisions of the Labour Laws. The Service Provider shall indemnify ITPO against any of the provisions of the Labour Laws. The Service

Provider shall indemnify ITPO against any claims/costs/damages and Penalties etc. in respect of breach of the any of the provisions of the laws in force.

(b) Financial Bid

- (i) Schedule of Price Bid in the form of BOQ_XXXX.xls (**Annexure-V**).
- (ii) Scanned copy of Price Bid undertaking (**Annexure IV**)

10. SCOPE OF THE WORK

The work covers providing CNG tempo with labour for lifting/shifting of office furniture and other miscellaneous materials etc. within Pragati Maidan either during the pre -fair (preparatory days before fairs) or after completions of fairs. Further, the contract shall also include providing labour and good vehicles etc.. The vehicle can be hired on need basis from time to time in addition to requirement during events to be held in Pragati Maidan.

GENERAL TERMS & CONDITIONS

1. Eligibility criteria

- (i) The Bidder should be either a Proprietorship /Partnership/ Firm Public or Private Ltd Company or a Government approved contractor operator within Delhi NCR. Relevant papers, such as, copies of original Registrations documents defining constitution of the Applicant or legal status or Certificate of Incorporation/ Memorandum/ Articles of Association partnership deeds etc to be provided as a supporting document in case of Company.
- (ii) The bidder should be registered under GST and GST certificate may be provided as a supporting document.
- (iii) The bidder should have completed /undergoing (one year successfully completed in case of undergoing work) one similar work of volume not less than Rs.10 lakh in last 5 years from Govt./ Semi Govt./ PSU / other Govt.
- (iv) The Bidder shall provide the Registration Number (UAN) of each and every employee who will be deployed in ITPO.
- (v) The bidder must deposit interest free Performance Guarantee of Rs.9000/- in the form of demand draft favouring India Trade Promotion Organisation, payable at New Delhi or through NEFT/RTGS.
- (vi) The processing fee of Rs.500/- + GST once remitted, is non-refundable.
- (vii) Performance Guarantee shall be refunded upon successful completion of awarded work and/or after completion of period of service.
- (viii) As per Rule 170 of General Financial Rules (GFRs) 2017, Micro and Small Enterprises (MSEs) and the firms registered with concerned Ministries/Departments are exempted from submission of Bid Security.
- (ix) The Performance Guarantee will be forfeited, (a) If a bidder withdraws his Bid during the period of validity of contract (b) when its conduct is found unsatisfactory (c) Despite repeated requests, fails to sign the contract in accordance with the required terms & conditions specified for successful bidder.
- (x) The agency/vender must have valid ESI/EPF registration on the date of submission of bid.
- (xi) The bidder should have valid ESI, EPFO, registration of all deployed drivers and other staff/labours, if applicable, deployed in ITPO, if applicable.
- (xii) The deployed drivers/staff are hail & healthy and not suffering from any communicable diseases.
- (xiii) The operator shall be responsible for providing CNG operated Tempo with Driver and labours. The deployed driver should hold a valid driving license, police verification, in addition to Identity card provided by the Operator /Contractor. The deployed driver needs to be permanent employee with the CNG operated Tempo etc. . The driver shall also carry in original the valid, Pollution Under Control Certificate, Vehicle Insurance, Registration Certificate of the vehicle. The driver will have to be provided with a working mobile phone at the cost of the contractor. In case the driver reports for duty late by 15 minutes after the schedule time, a penalty of Rs.200/- shall be levied and for every hour of delay on each day, a penalty of Rs.300/- which will be levied and shall be deducted from the bills
- (xiv) In case the operator is not in a position to provide the required CNG operated Tempo etc. , on any day as per the schedule date and time, ITPO shall make alternate arrangement by hiring Tempo and excess amount if any paid by ITPO, same shall be recovered from the pending bills/Security Deposit.
- (xv) In case No CNG operated Tempo is provided by the operator, the earnest money will be forfeited and the Bid Applicant will be blacklisted by ITPO.
- (xvi) CNG operated Tempo along with the Driver, labour will report at the place of duty/ supervisory officials of Store Divisions , ITPO/ or to the officers concerned as the case may be, at the start of the duty on each day.
- (xvii) In case the deployment of the CNG operated TATA ACE/Tempo is extended beyond 08 hrs. as per requirement of ITPO, pro rata cost will be paid, as per Tender agreement.

2. 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 Technical bids.
- (ii) The Technical Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the bidders. The decision of the Evaluation Committee in the evaluation of the Technical Bid and Commercial Bid shall be final and binding on all the parties/Bidders.

3. Undertaking

- (i) 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 and as since no deviation will be acceptable to ITPO.

- (ii) The Bidder should give an undertaking that they are fully in compliance with the existing labour laws.
- (iii) **Prices quoted will be excluding GST.** GST as applicable will be paid separately. The tenderer shall submit documentary evidence of depositing the GST to the authority concerned
- (iv) **Only online tenders received as per NIT will be considered. Tenders received through any other modes like FAX, and email, shall not be considered. The tenders received after due time and date shall not be considered and shall not be opened.**

4. BID Prices

The price of Bid i.e. offer must be made by intending bidder covering all points mentioned in the bid format enclosed in this bid document. The financial offer may be submitted keeping in view the terms and conditions of this bid document.

- (i) 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 forbidden to subcontract the work at any stage without prior written approval in writing from ITPO.
- (ii) Response time: The response time of bidder to attend any complaint within two three hours upon/ on receipt of the complaint/ information from the ITPO.
- (iii) The job would be assigned to single applicant which is the overall lowest in bidding CNG operated Tempo i.e. Found technically fit for the job.
- (iv) The quoted rates in the Commercial Bid would be valid from the date of award of work for a period of one year and no change in the annual rates would be considered at a later stage.
- (v) Clarifications, if any, may be sought from the ITPO on or before **October 10, 2022** upto 6.00 pm.
- (vi) Tenders with incomplete information are liable for rejection.
- (vii) Tenders not submitted in the format specified as per the Tender Document will be summarily rejected.
- (viii) Tenders with the Technical Bid without containing Tender Fee amount in the prescribed format will be summarily rejected.
- (ix) Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- (x) The company should not be previously blacklisted by any Govt./ semi Govt. organization or PSU. (please furnish undertaking as per format). **Annexure-VII.**
- (xi) The Bidder cannot make any amendment in the Technical Bid/ Commercial Bid, neither can he impose any conditions. All such conditional /amended bids will be rejected at the discretion of ITPO.
- (xii) The bid evaluation would be upon the price which is exclusive of GST. GST as applicable from time to time shall be paid extra. The bidder shall submit documentary evidence of depositing the GST to concerned authority.
- (xiii) The agency should be in a position to cater to any additional requirement of ITPO at a short notice.
- (xiv) In case the requisite CNG operated Tempo etc. is not made available on any particular day, the ITPO will be at the liberty to hire vehicle from any other source at the expenses of the Contractor.
- (xv) The driver will always keep his registration certificate, valid pollution free certificate, insurance papers and other such documents ready as required by Govt. authority for inspection.
- (xvi) **ITPO shall not be responsible for damages of any kind for any mishap/ accident/ injury caused to the CNG operated Tempo etc. Driver/labour or any Third person while performing duty for ITPO. All liabilities legal or monetary shall be borne by the Bidder/Tempo entity exclusively.**
- (xvii) No parking charges/toll taxes/ entry taxes State Taxes will not be paid by ITPO and cost of such expenses will be borne by the contractor.

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 quotation 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.

6. Payment Terms

- (i) Payment shall be released after successful and satisfactory rendering of the services and submitting the bills. ITPO will process the payment on receipt of the bills as per the procedure and terms & conditions in vogue. The penalties if any would also be deducted due to any unsatisfactory work found after submitting the bill. The bills should have following enclosures:
 - (a) Proof & payment of ESI & EPF for each driver/labour deployed in ITPO
 - (b) GST No. 07AAAT12955C1ZX of ITPO while submitting the bill.
 - (c) In case the document stated para 6(a) & 6(b) are not enclosed the bills will not be entertained.
 - (d) The bills submitted by the agency should also have the requisition slips issued by ITPO for hiring of vehicles with proper supporting documents.
- (ii) The rates will be inclusive of all taxes (except GST), fees, levies, etc. and any revision in the statutory taxes, fees, etc will be the responsibility of the Bidder.
- (iii) The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.
- (iv) The maximum amount of penalty will be limited to 5% of the Total contract value.

7. PERIOD OF CONTRACT

The period of contract will be for a period of one year from the date of award letter which will be extendable for another two years subject to satisfactory services at the sole discretion of ITPO.

8. Indemnity

- (i) The successful Bidder shall, subject to the provisions of the Agreement indemnify the ITPO for any direct loss or damage that is caused due to any deficiency in services.
- (ii) Notwithstanding anything contained in the agreement, the contractor undertakes all liabilities including third party liability and deposit of EPF and ESI contribution of the deployed Tempo/TATA ACE etc. drivers, cleaner, supervisors etc. and indemnify ITPO against such claims made by Labour Deptt. OR any Statutory Authorities and keep ITPO indemnify against such liabilities.
- (iii) The contractor shall indemnify ITPO against any act and omission by the drivers and ITPO shall not be principal employer for the deployed staff.
- (iv) An Undertaking from the Selected Vendor to indemnify ITPO for any financial implication emerging out of non-compliance of statutory law provisions of Labour Acts/Enactments (including PF/ESI/Insurance), hitherto, in force.

9. 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.

10. Signing of Agreement

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and the ITPO shall promptly and in no event later than 10 days from the date of acknowledgement of the Letter of Acceptance, sign the contract. ITPO shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of Contract shall amount to award of contract and the Bidder shall initiate the execution of work as specified in the Contract(Annexure-VI)

11. 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.

12. 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.

13. 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.

14. Termination of Contract

Termination for default,

ITPO may, without prejudice, to any other rights and remedy for breach of Contract, by prior written notice of default sent to the Bidder, terminate the Contract in whole without assigning any reason if:-

- The qualified Bidder fails to perform any obligation(s) under the Contract.
- The bidder is in material breach of the representations and warranties contained in this Contract.

15. Resolution of Disputes

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 differences 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 & 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.

16. 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.

17. Force Majeure.

If at any time, during the continuance of this tender/agreement, the performance in whole or in part, by either party, of any obligation under this Tender/Agreement is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Government Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts (as are not limited to the establishment 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 Events, 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 Agreement, nor shall either party have any such claims for damages/compensation/cost/expenses against the other, in respect of such non-performance or delay in performance provided the Agreement 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 Tender/Agreement is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option terminate the Agreement.

CONDITIONS OF CONTRACT

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD, ITPO, New Delhi and the Operator, together with the documents referred to therein including the conditions, the instructions issued from time to time by the concerned Manager and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2 The Operator shall mean the individual, firm or Govt approved contractor/company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

3. Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority.

4. The Operator shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the CNG operated Tempo etc. and of the rates and prices quoted, which rates and prices shall, except as otherwise provided, cover all the obligations under the Contract and all matters and things necessary for the proper providing of Tempo etc. , as the case may be (Sufficiency of Tender).

Note: If an amendment is issued after the pre Bid, ITPO reserves the right to extend the last date for submission of the bids, and subsequently the opening dates for Technical and Financial Bids.

For any query: Please contact Manager, Store Division, Hall No. 12-A, India Trade Promotion Organisation, Pragati Maidan, New Delhi – 110 001, Tel.No.011-23378645.

Manager, Store Division
India Trade Promotion Organisation
Pragati Maidan, New Delhi -110 001

Annexure: I

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 enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 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 CNG operated Tempo 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) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white 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.
- 6) 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.
- 7) 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) 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.

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 No-0120-4200462, 0120-4001002 , 91-88262465

Annexure-II

Technical bid

Subject: Empanelment of Agency for Hiring of CNG operated TATA Tempo/TATA ACE etc. with labour for shifting/lifting of official furniture and other misc. materials during events to be held at Pragati Maidan

I/WE intend to submit the quotation on the subject captioned above and hereby consent to agree /accept all the terms and conditions stipulated in ITPO's letter No._____. The information regarding Technical bid as desired, is as per the following details:

1. Name of the Tendering Company/Firm:
2. Full Address of the Regd. Office of Company/Firm :
 - (a) Phone (Landline) :
 - (b) Fax Number :
 - (c) Email address :
 - (d) Mobile Number :
 - (e) Key Contact person :
3. PAN Number of the company/firm
4. GST No. :
5. EPF No.
6. ESI No.
7. Details of work experience during last 5 years :
8. Number of CNG operated Tempos:
9. Details of Annual turn over during last 2 years. :
 - (i)2018-19
 - (iii)2019-20
10. Details of CNG operated Tempo owned by the Company/Firm :
11. Bank Details of the Applicant :
 - (a)Account Number :
 - (b)Nature of Account
 - © Name of the Bank :
 - (d)Address of the Bank
 - (f) IFSC Code :
 - (g) MICR Code
12. Details of Cost of Tender remitted:
13. Detail of EMD Cost : Rs.
14. Details of Bank remittance-
 - (a) Mode & date of remittance:
 - (b) Transaction Number provided by the Bank.
 - (c) If the amount is remitted online.

Or

DD Number (a)_____ dated_____ issued by (Name of Bank_____)

(c) DD Number_____ dated_____ issued by_____.
15. I/ We confirm that the Company/Firm is not blacklisted / debarred by any Govt. Dept./PSU.

(Signature of Authorised Signatory)
With Rubber stamp of the company/Firm

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To, _____

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - **hiring of CNG operated TATA Tempo/TATA ACE etc. with labour for shifting/lifting of official furniture and other misc. materials during events to be held at Pragati Maidan**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: _____

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall hereby abide by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found corroborating, violated, then your department/ organisation shall without giving any notice or reason therefore summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FINANCIAL BID UNDERTAKING

From: (Full name and address of the Bidder)

To,

Dear Sir/Madam,

1. I submit the Price Bid for **“hiring of CNG operated TATA Tempo/TATA ACE etc. with labour for shifting/lifting of official furniture and other misc. materials during events to be held at Pragati Maidan**
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.

Authorized Signatory

(Signature of the Authorized Person)

Annexure-V

Financial Bid

Tender Inviting Authority: Manager, Store Division, ITPO.		
Name of work: hiring of CNG operated TATA Tempo/TATA ACE etc. with labour for shifting/lifting of official furniture and other misc. materials during events to be held at Pragati Maidan		
Contract Number: 255-ITPO(2)/ST/2019-21		
Bidder Name		
PRICE SCHEDULE (This BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and values only)		
Sl.No.	Description of the works	Quoted Rates + GST (taxes)
1.	Providing TATA Tempo with four labour for 8 hrs. 10 am to 6.00 pm	
2.	Providing TATA ACE, or equivalent with four labour for 8 hrs.	
3.	Per hour basis rates for TATA Tempo with four labour	
4.	Per Hour rates for Tata ACC with four labour	
5.	Extra Labour per day basis for 8 hrs	

AGREEMENT

The Agreement is made on this _____ day of _____, 2022 at New Delhi BY and BETWEEN the India Trade Promotion Organisation, a Government of India Enterprises having its registered office at Pragati Bhawan, Pragati Maidan New Delhi-110001, through its authorized representative, hereinafter referred to as "ITPO" (which expression shall include, unless repugnant to or excluded by the context, its successors and assignees) as party of the First Part;

AND _____ having its registered office at _____, through its authorized signatory _____ hereinafter referred to as the "Contractor" (which expression shall include, unless repugnant to or excluded by the context, its employees, administrators, successors and assignees) as party of the Second Part;

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 Authority 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.

WHEREAS the Authority has, under Notification No.

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WHEREAS the contractor has submitted tender for hiring of CNG operated TATA Tempo/TATA ACE etc. with labour for shifting/lifting of official furniture and other misc. materials during events to be held at Pragati Maidan as per approved rates and requirements of ITPO, as per the tender document page to and has represented that in conformity with his/its obligation contained in the tender as modified by the correction slips and corrigendum contained he/it shall carryout the same truly, faithfully and honestly.

THE same has been accepted by both the parties on the terms and conditions, corrections, corrigendum contained in the tender as modified as well as the letter of acceptance Issued party No. 1 annexed here to as.

The same shall be binding on both the parties.

IN WITNESS WHEREOF, the parties have signed the deed of agreement on the date, month and year referred to above.

At New Delhi.

WITNESS

1.	_____	Party No. 1
2.	_____	Party No. 2

UNDERTAKING

(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.

Signature of the Tenderer

Place:

Name of the Signatory

Date: / /

Name of the Firm/agency

Seal of the Firm/Agency