

INDIA TRADE PROMOTION ORGANISATION
(A Government of India Enterprise)

File No.130-ITPO(Ptg.)/Empan./2023-24

Date : 5th October, 2023

E-Tender Invitation for
Empanelment of General Printers for Various Printing Jobs of ITPO for a period of 2
years

India Trade Promotion Organisation (ITPO), a Government of India Enterprise, invites applications from reputed printers who are experienced in conceptualizing, designing, printing etc. with sound financial and technical capabilities for the empanelment with ITPO for two years to undertake the jobs with effect from the date of issuing award letters, however, these can be extended by further one year at the discretion of ITPO for the following categories: -

S.No	Name of the Work	Time of Completion	Estimated Cost	Earnest Money Deposit	Cost of Tender Fee
1	Offset multicolor printing jobs /digital printing jobs.	Running Contract for 2 years + extendable by one year	Rs. 50 lakhs per annum	Rs. 1,25,000/-	Rs. 1,180/- (inclusive 18% GST)

The printers under this head may apply who are capable to deal with high quality multi-colour jobs which are prestigious for ITPO such as printing of corporate folders, annual report, calendar of events, booklets, posters, fair guides, fair promotion folders for international exhibitions including printing of Invitation cards (1 colour + leaf printing), letter-heads, application forms (special colour / UV spot coating), entry passes, badges, parking labels, handbills, visitor registration forms, stickers, etc. all offset printing jobs.

The agencies/printers, who are interested, may apply through e-tendering in the prescribed application form.

Interested printers may apply online (E-Tender) for empanelment in the prescribed application form on CPPP (Govt. website) with tender document fee of ₹1000/- (Rupees six thousand only) plus GST @ 18% through RTGS/NEFT as per details below.

The tender document is also available at ITPO's corporate website: www.indiatradefair.com for information.

Payment of Tender Document Fee through RTGS/NEFT	India Trade Promotion Organsiation Bank: Central Bank of India Branch: Pragati Maidan Saving Account No.: 1167404133 IFSC Code: CBIN0284078
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1. The Application Form comprising of Technical Bid and the Financial bid duly completed in all respects and signed by the authorized person should be uploaded at CPP Portal on or before **18th October, 2023 by 3.00 PM.**
2. The Technical bid shall be opened in ITPO office, Pragati Bhawan, Pragati Maidan, New Delhi in the presence of Screening/Inspection Committee at **3.00 pm on 19th October, 2023** Those applicants who wish to be present at the time of opening of Technical bids may do so at the time and date mentioned above.
3. The Financial bids shall be opened of those entities only who are technically qualified by the Screening/Inspection Committee. The date, time and venue shall be intimated to them in advance, accordingly.
4. **Clause for Performance Guarantee Money**

“The contractor, whose tender is accepted, will be required to furnish Performance Guarantee of 5% of the tendered amount or Rs. 2.5 Lakh, whichever is more from the date of issue of letter of acceptance. This guarantee shall be in the form of Demand Draft/Pay Order of any scheduled bank or Government Securities or Fixed Deposit Receipts in accordance with the prescribed form.
5. ITPO reserves the right to accept or reject the applications received for empanelment without assigning any reason thereof.
6. ITPO officers (members of Screening/Inspection Committee may visit premises of printers (applicants).
7. The tender rates will be valid for two years from the date of issuing award letters, however, these can be extended by further one year at the discretion of ITPO.

CHECK LIST**(The Tenderers / Bidder should ensure the following before submission of the Technical Bids)**

Sl. No	Particular(s)	Yes	No.
1	Tender document is properly indexed with page numbers		
2	Name of the Contractor/Party is mentioned & Nature of concern		
3	Present Address & Permanent Address		
4	Tender Fee in the form of Demand Draft/ NEFT/ RTGS with proof of transaction. of Rs. 1,180/-		
5	Earnest Money Deposit (EMD) of Rs. 1,25,000/- in the form of Demand Draft / NEFT/ RTGS with proof of transaction.		
6	Each page of Tender document and its appendix are signed and stamped, with duly filled, signed and scanned copies of Annexure I, II, III, IV, V, VI, VII		
7	Self-attested copy of PAN Card		
8	Attested Copy of valid Trade license/registration from authorities concerned/ Govt. regulatory bodies. (Documentary proof to be enclosed)		
9	Certified copies of authenticated Balance Sheet and Profit & Loss Account for any three financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-22& 2022-23.		
10	Bidder should have handled average turnover of minimum Rs.1.5 crores in any three financial years i.e., 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22. A certificate from CA (chartered accountant) required to submit in this regard.		
11	Self-attested copy of the Income Tax Return for last 03 financial years 2020-21, 2021-22& 2022-23		
12	Self-attested copy of MOA/AOA/Deed/ Bye Laws.		
13	Attested copy of GST Registration & Copies of GST Return for the Financial Year 2021-22		
14	Specimen. Signature, Name, Address, Contact No., designation/capacity of the person signing the Tender document on letterhead of the Firm.		
15	The firm must declare the status such as partnership/ proprietorship/ company etc.		
16	<p>The Firm should have at least 3 years' experience of working with Central/State Government or Public Sector Undertaking or Autonomous bodies of Central/State Government or National Level Professional Bodies in India of providing similar services. The duration of service shall be furnished.</p> <p style="text-align: center;">OR</p> <p>At least 3 years' experience in a similar field in reputed Private firms may also apply for the Tender. (Documentary proof to be enclosed). An undertaking on Firm/Company letterhead regarding details of Work Experiences to be submitted.</p>		

17	<p>During the last seven years of Digital Offset Printing work of similar nature should be done either of following for each year:</p> <p style="text-align: center;">Two completed works costing not less than Rs.10 Lakh for each year Or One completed work costing not less than Rs.20 Lakh in a year (Work Order & completion certificate to this effect should be enclosed)</p>		
18	A Notarized Affidavit on Rs.100/- Stamp Paper to the effect that the Firm/Company has not been blacklisted/ debarred by any Government Department nor has it any civil or criminal case pending against any court of law in the country. (Affidavit to be submitted physically in original)		
19	Acceptance letter for Tender terms and conditions (To be given on Firm/Company Letter Head).		

NOTE: - The Tenderers/Bidders, who are not fulfilling and submitting the above documents will not be considered for technical evaluation and liable for rejection of their bids.

TERMS AND CONDITIONS

Documentation Eligibility Criteria:

The Bidders/Applicants should submit the following Essential Technical Documents:

- 1. Tender Fee in the form of Demand Draft / NEFT/ RTGS with proof of transaction. of Rs. 1,180/-**
- 2. Earnest Money Deposit (EMD) of Rs.1,25,0,000/- (Rupees One lakh and twenty-five thousand only)** in the form of Demand Draft / NEFT/ RTGS with proof of transaction in favour of **INDIA TRADE PROMOTION ORGANISATION'** payable at New Delhi.
3. Self-attested copy of PAN Card
4. Attested copy of GST Registration & Copies of GST Return for the Financial Year 2022-23
5. Copy of valid trade license/registration from authorities concerned/ Govt. regulatory bodies (Documentary proof to be enclosed)
6. Certified copies of authenticated Balance Sheet and Profit & Loss Account for any three financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 & 2022-23.
7. Certified copies of Income Tax Return for the last three financial years: 2020-21, 2021-22 & 2022-23
8. Bidder should have handled average turnover of minimum Rs. 1.5 crores in any three financial years i.e., 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22. A certificate from CA (chartered accountant) required to submit in this regard.
9. Self-attested copy of MOA/AOA/Deed/ Bye Laws.
10. The firm must declare the status such as partnership/ proprietorship/ company etc.

11. Specimen Signature, Name, Address, Contact No., designation/capacity of the person signing the Tender document on letterhead of the Firm.
12. The Firm should have at least 3 years' experience of working with Central/State Government or Public Sector Undertaking or Autonomous bodies of Central/State Government or National Level Professional Bodies in India of providing similar services. Duration of service shall be furnished. (Documentary proof to be enclosed).
- OR
13. At least 3 years' experience in similar field in reputed Private firms may also apply for the Tender. (Certificate/ Documentary proof to be enclosed).
14. During the last three years of Digital Offset Printing work of similar nature should be done either of following for each year:

Two completed works costing not less than Rs.10 Lakh for each year,

Or

One completed work costing not less than Rs.20 Lakh in a year (Work Order & completion certificate to this effect should be enclosed). An undertaking on Firm/Company letterhead regarding details of Work Experiences to be submitted.

15. A Notarized Affidavit on Rs.100/- Stamp Paper to the effect that the Firm/Company has not been blacklisted/ debarred by any Government Department nor has it any civil or criminal case pending against any court of law in the country. (Affidavit to be submitted physically in original)
16. Acceptance letter for Tender terms and conditions (To be given on Firm/Company Letter Head).
17. Technical capability as per Annexure-I, II & III

Note:

If the Bidders not meeting the above minimum mandatory qualification & criteria in all categories, the bids shall be treated as rejected and not be considered for any further evaluation. The eligibility based on which the bidder initially qualifies, is required to be maintained by the firm throughout the contract period, failing which the contract can be terminated. Technical bid of only those bidders will be evaluated whose Eligibility Criteria Documents are found in order. Detailed technical evaluation will be carried out based on the Technical Bid along with all documents in the form of evidence as mentioned above. Documentary evidence needs to be submitted duly self-attested by the bidder for each of the eligibility criteria.

18. Self-declaration needs to be signed by authorized signatory(s).
19. In case of foreign currency transaction to Indian Firms, proof of remittances shall also be required.
20. Bidder / Contractor should have fully operational branch / Head Office in Delhi / NCR
21. The Bidder / Contractor / Company has not been blacklisted /debarred / suspended / banned by any Ministry / Department of any State or Central Govt. / PSU.
22. The applicant shall indemnify ITPO against any misuse of ITPO's name and logo. For any misuse of ITPO's name and logo, the applicant themselves shall be held responsible. ITPO will take legal and other remedial actions for such cases.

Submission of Tender

The tender shall be submitted online in two parts, viz., technical bid and financial bid. All the pages of bid being submitted must be signed wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

TENDER PROCESS:

All interested bidders may contact ITPO (Printing Unit) to understand ITPO's requirements regarding Digital Printing / Offset Printing work at ITPO office, Pragati Maidan.

2.1) Technical Bid (Cover - 1)

Bidders should submit Technical Bids duly signed. The Technical Bid should be complete in all respects and contain all the required information except rates. The Technical Bid should include all the components asked for in Annexure I.

Maximum Marks weightage allotted for Technical Documentation Criteria are 40 Marks.

Sl. No	Eligibility Criteria Documents to be submitted	Minimum Marks	Maximum Marks	Marking Process
(i)	The Firm should be at least three-year-old and should have valid trade license/registration from authorities concerned/ Govt. regulatory bodies (Documentary proof to be enclosed)	5	10	For each additional older year, 01 (One) additional mark will be awarded subject to maximum of 10 Marks.
(ii)	Bidder should have handled average turnover of minimum Rs.1.5 crores in any three financial years i.e., 2016-17, 2017-18, 2018- 19, 2019-20, 2020-21 & 2021-22. A certificate from CA (Chartered accountant) required to submit in this regard.	5	10	For each additional Rs. 10 (Ten) Lakh Turnover, 01 (One) additional mark will be awarded subject to maximum of 10 Marks.
(iii)	Infrastructural Capability: As per Annexure – I & III	5	10	For each additional machine one extra mark will be awarded to a maximum of 10 marks
(iv)	The Firm should have at least 3 years' experience of working with Central/State Government or Public Sector Undertaking or Autonomous bodies of Central/State Government or National Level Professional Bodies in India of providing similar services. The duration of service shall be furnished. (Documentary proof to be enclosed). OR At least 3 years' experience in a similar field in reputable Private firms may also apply for the Tender. (Certificate/ Documentary proof to be enclosed). An undertaking on Firm/Company Letterhead regarding details of Work Experiences to be submitted.	10	20	For each additional work experience year, 01 (One) additional mark will be awarded subject to a maximum of 10 marks.

(v)	During the last three years Digital / Offset Printing Work of similar nature should be done either of following for each year: Two completed works costing not less than Rs.10 Lakh for each year Or One completed work costing not less than Rs.20 Lakh for each year (Work Order & completion certificate to this effect should be enclosed)	35	50	For each additional completed work costing not less than Rs.10 Lakh, 01 (One) additional mark will be awarded subject to maximum of 10 marks.
	Total - Technical Documentation	60	100	

Notes:

The eligibility based on which the firm/agency initially qualify is required to be maintained by the firm throughout the contract period, failing which the contract can be terminated. The bidder scoring at least 60 marks in Technical Evaluation will be selected for Financial Bid opening.

In case, any firm fails to obtain minimum marks in any of the field of eligibility criteria, shall be rejected and will not be considered for further process.

2.2) BOQ/Financial Bid (Cover - 2):

Bidders shall prepare BOQ for Design as their Financial Bid (quoted with reasonable rates) and submit in the form of BOQ_XXXX.xls. through CPP portal only.

The BOQ should include the rates of services or other additional items, if any, should be inclusive of all taxes and statutory levies.

Maximum Marks weightage allotted for BOQ/Financial Bid are 60 Marks.

NOTES:

BOQ for Design as their Financial Bid (with quoted in reasonable rates) and submit in the form of BOQ_XXXX.xls. through CPP portal only.

The BOQ/Financial Bids of the technically qualified bidder shall be opened on a specified date and time which will be intimated to the Technically Qualified bidders.

Selection Criteria

The final selection of the successful bidder from the technically qualified bidders be done by considering the Technical criteria, and BOQ/Financial bid by using the following criteria and weightage: -

Criteria	Maximum Marks (weightage)	Method of allotting marks for Combined Score Financial
BOQ Financial Bid	60	The bidder with the L1 quote will be awarded 60 Marks and other bidders will be awarded proportionately less marks. For example, if the lowest quote is Rs.80/-, the bidder quoting this price will get 60 marks. A bidder quoting Rs.100/- will get $(60/100) \times 80 = 48$ marks
Technical Bid	40	The Bidder with the maximum technical score will be Awarded 40 marks and other bidders will be awarded proportionately less marks. For example, if, the highest technical score is 90, bidder having this will get 40 marks. Bidder having technical score of 80 will get $[40/100] \times 90 = 36$ marks.
Total	100	

NOTES:-

1. All the technically qualified Firms/Agencies/Offset Printers will be empanelled on the overall L1 rate.
2. All marks will be rounded off up to 2 decimal places. In case of a tie, preference will be given to the bidder with higher financial score i.e., having quoted the lower fee. In case of a tie in financial as well as technical score, ITPO can award the contract fully or partially to any one or all the technically qualified bidders at its sole discretion.
3. The Financial bid will be opened only for technically qualified Firms. The Financial shall be and inclusive of all applicable taxes & duties except GST as applicable.
4. If L1 party denies accepting the work order after completion of the Tender process then L2 rate will be treated as L1, subsequently L3 will be treated as L2 and the same process will be followed till finalization of the empanelment.

INDIA TRADE PROMOTION ORGANISATION
APPLICATION FORM FOR EMPANELMENT OF PRINTERS
(Printers from Delhi Region only)

Annexure – (I)
TECHNICAL DETAILS

Name of the Agency:

(i) Postal address of the Registered Office:

(ii) Postal Address of Press Premises:

(iii) Postal Address of Branch Office, if any:

Nature of incorporation: Proprietorship/Partnership/Pvt. Ltd
(please tick mark ✓) Public Ltd./other.

(Please enclose copy of Memorandum/Articles of Association/Partnership deed etc. as applicable)..

Year of establishment :

Work Experience in years :

Registration No. :

TIN No. :

GST No.

Contact person with Designation:

PAN No.

Mobile No.

Telephone Nos.

E-Mail.

Fax No.

Number of Employees:

Regular :

Temporary :

Daily wages :

Designers :

Artists :

Printing technologists

11. If Member of any Printers' Association, please state the name of the association and Membership No. & Date.

a)

b)

12.. Please state whether your agency has received any 'Award for Excellence' in printing during the last three years (Please enclose copy of Certificates).

13. Is the press insured against fire, theft, burglary etc.? If so, please state the amount for which it is insured, the name of the insurance company and policy No. etc.

14. The agencies should have the following facilities for various job:

Stages of jobs to be performed	Facilities for Offset multicolor printing jobs /digital printing jobs
Pre-Press (Composing, designing & plate making, etc.)	Availability of facilities for designing & composing in both Hindi and English languages. At least three PCs Scanner, Proofer, Colour Printers Computer to Plate (CTP)/ Image Setter, Complete Plate making machines
Printing	At least two four-colour Computerized Plate Control (CPC) off-set machines At least one double colour off-set machine. At least one single colour offset machine
Post Printing (Binding/ Finishing)	At least one Perfect Binding machine At least two Programme cutting machines, At least one Section sewing machine, At least one Stitching machine, At least one folding machine, At least one lamination machine.

15. Please enclose the latest specimen of multi-colour posters, folders, booklets, brochures etc duly certified, stamped and signed by the authorized person that these have been printed by your agency during the last one year. The specimen should not be older than one year. (Approximately 10-15 different specimens are required to be attached. **This should be sent as a physical copy in an sealed envelope before the closing to last date of submission of bids.**

Signature of the authorized person
(with designation & Rubber
Stamp indicating complete.
address of the Office.)

Note : Please attach separate sheet, if the space under any column is insufficient.

Annexure – (II)**Company's financial/business details**

(On the letterhead of the Company to be submitted in a separate sealed cover)

Average turnover of minimum Rs.1.5 crores in any three financial years i.e., 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22. A certificate from CA (chartered accountant) required to submit in this regard.

Financial Year	Turnover in Lakhs
2016-17	
2017-18	
2018-19	
2019-20	
2020-21	
2021-22	

2. Please indicate name of the client(s), address and contact details thereof, for whom any single job of minimum following value executed by the agency during the last three years, with supporting documents – work order and completion certificate for considering in the relevant category.

Two completed works costing not less than Rs.10 Lakh for each year

Or

One completed work costing not less than Rs.20 Lakh for each year

(Work Order & completion certificate to this effect should be enclosed)

- (a) Good track record with clients. Please indicate the same with complete details and attach supporting documents, if any.
- (b) Has your agency been placed in defaulter category by any Govt. Department?
- (c) Details of payment made to ITPO for the Application Form:

Demand Draft No. & date/or RTGs/NEFT :

Drawn on (name of the Bank) :

I/We hereby certify that all the particulars given above are correct to the best of our knowledge. I/We shall also abide by the terms & conditions of ITPO for empanelment.

**Signature of the authorized press person of
with designation & Rubber stamp indicating complete address of the Office**

Annexure – (III)

**DETAILS OF MACHINES & EQUIPMENT WHICH ARE UNDER WORKING CONDITION
AND OWNED BY THE APPLICANT)**

Items	Name and make of Machines/ Equipment with year of their manufacture	Year of Installation	Number of Machine(s)
Pre-press Composing Graphic designing/ system work/ facilities			
Processing, Plate making/Computer to Plate (CTP) machinery/image setter.			
Press Digital Printing Machineries			
Printing machineries			
Post Press Binding - Finishing includes cutting, stitching, sewing, Varnishing, UV coating, lamination, etc.			

Annexure – (IV)**CLIENTELE LIST OF THE APPLICANT**

Sl. No.	Detail of the Clients with their names and Addresses	Type of printing jobs	Approximate value in Rupees per annum in the last two years
1.	Public Sector undertakings/ Government Departments		
2.	Companies under Private Sectors.		

Annexure - (V)**GENERAL TERMS & CONDITIONS**

The terms & conditions mentioned in this letter shall be prevalent.

1. The printing job is time bound. The agency which is assigned the job would be required to complete the same within the timeframe set up by ITPO, failing which the agency will be liable to pay the penalty as decided by ITPO.
2. The agency would keep the ITPO informed about the status of the assigned job at every stage. In the event of detection of any error or defect made by the agency at any time after the delivery of the copies ordered, the agency shall be bound, if called upon to do so to rectify such error or defect at its cost to the satisfaction of and within the time fixed by ITPO.
3. In case of poor quality or using paper other than specified, ITPO reserves the right to impose suitable penalty and/or reject the entire lot as per ITPO's approved norms.
4. In the event of the delivery of any defective work which owing to urgency or for any other reasons cannot be wholly rejected, the ITPO shall have the power to deduct the amount towards penalty, as it may deem expedient from the payment due to the agency.
5. A schedule for the work and the delivery of printed copies will be drawn up by ITPO, which will be intimated to the agency while placing the order for the job. The agency should accept the job only if it is in a position to complete the same according to the schedule.
6. In case of any claim by the agency found incorrect regarding the empanelment, the concerned authority will be informed for review of its registration and suitable action as deemed fit will be initiated against the concerned.
7. For assignment of job, ITPO shall issue a work order(s), specifying therein the size, quantity, specifications of paper, colors and security features. Printer should strictly adhere to the work order, special instructions, if any and the serial numbering provided by ITPO. To accommodate design, if required, sizes of the items to be printed may differ.
8. Printer should do pre-packing inspection while packing to check the quantity, category etc. and ensure that the declared items are contained in the packet.
9. Once the job is executed the printer shall deliver the same progressively to ITPO Stores.
10. Printer shall ensure obtaining signature of recipient Officer of ITPO Stores with his name, designation, and date with seal of ITPO, for each delivery note/challan.
11. The Printer should have the required infrastructure/technical skills to undertake the work and whatever supplement is required, should be done before undertaking the job and the job should be executed within the specified time under one premises.
12. The Printer will install necessary quality control checks and obtain required Electronic/Mechanical Equipment for testing an on-going work. A mechanism/process will be instituted for selecting pieces out of every batch produced to verify the quality and a record of such testing will be kept which will be made available for inspection if called for.
13. The entire production process will be subject to vigorous checking by ITPO. The Printer shall provide inspection facilities to check that the infrastructural, security and quality control checks are fully met before start of production runs; further these could also be inspected by ITPO or its authorized representative at any time during the Printing Process.

14. ITPO will not compensate for any losses suffered by the printer such as cost of re-runs, excess printing etc. The printer should compensate ITPO for any losses on account of rejection due to bad printing quality.
15. The printer will print all the items in the work order as per the design approved by ITPO.
16. The printer shall submit a Proforma Invoice enclosing therewith the sample, copy of work-order, copy of delivery Challans in quadruplicate. Thereafter, ITPO shall issue a pay order for the material supplied.
17. Based on pay order, printer is required to submit bill duly pre receipted (first copy) in triplicate (3 copies) along with voucher copy of samples, copy of work order, copy of pay order, 3 copies of Delivery Challan for settlement of bill.
18. ITPO envisages that all the jobs should be executed under one roof by the single printer. Therefore, the bidders must quote all the items as given in the proforma. However, ITPO reserves its right to allocate the job to more than one printer or any other printer.
19. ITPO reserves its right to terminate/cancel/suspend the contract any time without assigning any reasons.
20. The Printer must return the duplicate of this bid-invitation letter duly signed along with his quotation in the prescribed form duly signed by an authorized signatory in acceptance of the terms & conditions.
21. The Application Form comprising of Technical Bid and the Financial bid duly completed in all respects should be uploaded at CPP Portal category wise on or before 18th October, 2023 by 3.00 PM. The quotations will be opened at 03.00 p.m. on the next day, i.e 19th October 2023 in the presence of the bidders who wish to be present.
22. The successful bidder would undertake & enter into an agreement on the stamp paper of ₹ 100/- duly attested by the appropriate authorities, that they will not disclose ITPO's 'designing display work' to others in any manner and also would not sublet the material to be printed to the other printers for safety reasons. In case, it comes to notice of ITPO at any stage, the party (Printer) will be responsible for that and liable for necessary action.
23. The successful party (i.e. empaneled party) will have to inform ITPO at least three months before it has planned to quit/withdraw the name from the empanelment of ITPO.
24. ITPO may require small/bigger quantities of the above item(s) for its other big/smaller/much-smaller fair(s) and printer/supplier shall be bound to print/supply these at the quoted rates (valid for two years) without protest or demur.
25. **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 selection of the successful bidder would be on the basis of the number of quantities in which a party is L-1 and not by the aggregate amount created by computer. Empanelment does not guarantee any fixed quantum of work allotted to one or all empaneled vendors. The successful bidder will have to work on the overall lowest rates i.e. on the item-wise lowest quoted rates in various quantities of items in tender. In case any party refuses or disagrees, ITPO has full right to take work from the party and get it done from another empaneled printer on L1 rates. ITPO reserved the full right to panel any number of vendors on the panel and award the whole or a part of tender to one or a group of vendors at its own discretion.**

26. **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.
27. The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties.
28. 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. The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.
29. The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Pragati Maidan, New Delhi.
30. **JURISDICTION:** All disputes arising out of and in relation to the Tender Contract between the parties herein shall be governed by Indian Law, subject to the jurisdiction of the Courts of Delhi only.

31. Clause for Performance Guarantee Money

“The contractor, whose tender is accepted, will be required to furnish Performance Guarantee of 3% of the tendered amount or Rs. 2.5 Lakh, whichever is more from the date of issue of letter of acceptance. This guarantee shall be in the form of Demand Draft/Pay Order of any scheduled bank or Government Securities or Fixed Deposit Receipts in accordance with the prescribed form.

32. Validity of Bids

1.	Published Date	05.10.2023
2.	Bid Document download start date	05.10.2023
3.	Bid Submission start date	05.10.2023
4.	Bid Submission end date	18.10.2023
5.	Bid opening date	19.10.2023
6.	Bid Validity	6 months from the date of opening of tender

33. **FORCE MAJEURE :** In 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 provided or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option terminate the Contract.

34. **INDEMNITY:** 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 Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.
35. **CONFIDENTIALITY:** 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. Agency shall treat as confidential 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.
36. **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 Agency and /or their sub-agents/sub-contractors/employees etc., the 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. Agency shall indemnify ITPO against any misuse /misrepresentation/unauthorized use of ITPO's name/logo/IPRs and /or any claims(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.
37. **SUPPLY OF MANPOWER:** The printer shall provide one DTP operator with Laptop/Desktop at ITPO office, who shall compose pages/design of Fair guides & others job for all events of ITPO like IITF, AAHAR, IIFF, Delhi Book & Stationary Fair etc. on per day hire basis.

(Narayan Prasad Yadav)
Manager (Printing)

Annexure – (VI)

FINANCIAL BID UNDERTAKING

From: (Full name and address of the Bidder)_____

To, _____

Dear Sir/Madam,

1. I submit the Price Bid for “**Empanelment of General Printer for Various Printing Jobs of ITPO.**” 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 indicated in the price Bid.

Authorized Signatory
(Signature of the Authorized Person)

Annexure – (VII)**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: - **Empanelment of General Printer for Various Printing Jobs of ITPO**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(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 abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization 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 our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or 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)