



**INDIA TRADE PROMOTION ORGANISATION**  
**(A Government of India Enterprise)**  
**Pragati Maidan, New Delhi-110 001**

**Subject: Empanelment of Custom House Agents (CHAs)  
for Handling/Clearing of Exhibition Cargo in Pragati Maidan.**

- i. India Trade Promotion Organisation manages India's premier trade fair complex, Pragati Maidan in New Delhi. A large number of trade fairs/exhibitions mostly specialized events are held annually in Pragati Maidan. ITPO operates through a panel of CHAs for handling exhibition cargo of all fairs in Pragati Maidan (both for its own events & events organized by other organizers).
- ii. ITPO invites online single bids from experienced agencies for Cargo Handling and Clearing Work in Pragati Maidan, New Delhi for empanelment for the **period of two years i.e. January 31, 2023, to January 30, 2025 (subject to satisfactory performance in 1<sup>st</sup> year)**. Only those CHAs having (i) regular & valid CHAs licenses, (ii) minimum 5 years experience in handling exhibition cargo (iii) Proven financial capability and turnover.
- iii. Interested and qualified agents may apply in the prescribed tender form, along with supporting documents & affidavit accompanied by two separate Demand Drafts as below:
  - a. EMD - Rs.1,60,000/- ( Rupees One lakh sixty thousand only) plus 18% GST (Refundable)
  - b. Cost of Tender - Rs.590/- (Including 18% GST) (Non-refundable)
- iv. DDs/RTGS should be in favour of India Trade Promotion Organisation, and payable at New Delhi. DD should reach the Deputy Manager (BDD), India Trade Promotion Organisation, Pragati Maidan, New Delhi-110 001 by 12/01/2023 at 3.00 pm.
- v. Exemption to MSME will be given as per rules.

**Bid for Empanelment of Custom House Agents (CHAs)**

1. Online bids are invited single bid system for "Empanelment of Custom House Agents (CHAs) for Handling/Clearing of Exhibition Cargo". **Manual bid shall not be accepted.**
2. Tender documents may be downloaded from ITPO's web site [www.indiatradefair.com](http://www.indiatradefair.com) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

**INDICATIVE CRITICAL DATE SHEET**

Published Date	28/12/2022 (03.00PM)
Bid Document Download Start Date	28/12/2022 (03.00PM)
Bid Submission Start Date	28/12/2022 (03.00PM)
Bid Submission End Date	12/01/2023 (03.00PM)
Bid Opening Date	13/01/2023 (03.00PM)

3. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderers for the e-submission of the bids online through the CPPP for e-procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4. Not more than one tender shall be submitted by one tenderer or tenderers having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Tenderers who have downloaded the tender from the ITPO's web site [www.indiatradefair.com](http://www.indiatradefair.com) and/or Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, **should not modify the tender form in any manner**. In case, if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ITPO. EMD would also be forfeited if the bidder withdraws the bid during the period of validity and in a case where a successful bidder fails to furnish empanelment fee/security deposit.
6. Intending tenderers are advised to visit again ITPO website [www.indiatradefair.com](http://www.indiatradefair.com) and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
7. EMD Payment - Earnest Money Deposit & Cost of tender is to be deposited electronically by NEFT/RTGS in the account of ITPO at the below mentioned details or DD in favour of ITPO payable at New Delhi. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.
8. Earnest Money of the unsuccessful bidders will be refunded within one month of award of the allotment letter. However, the EMD of the successful bidder will be adjusted against the security deposit and/or towards the license fee payable by the successful bidder.

**BANK Details for EMD Payment through NEFT/RTGS:**

Name of the Beneficiary	:	India Trade Promotion Organisation
Name of the Bank	:	Central Bank of India
Branch Address	:	Pragati Maidan, New Delhi
Account No.	:	1167404133
Type of Account	:	Saving
RTGs Code	:	CBIN 0284078
MICR CODE	:	110016150
PAN NO.	:	AAATI2955C

9. The Hard Copy of original instruments **in respect of cost of tender document, Empanelment Fee , original copy of affidavits must be delivered to the Mr. Manish Yadav, Deputy Manager, Business Development,**

near Hall no. 7 ( Upper Floor), India Trade Promotion Organisation, Pragati Maidan, New Delhi - 110001 on or before bid opening date/time as mentioned in critical date sheet. **Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non-refundable.**

10. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**.

#### **Submission of Tender**

The tender shall be submitted online in One Part, viz., Technical Bid.

All the pages of bid being submitted must be signed, wherever required, and sequentially numbered by the bidder irrespective of the nature of the 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.

#### **Technical Bid**

The following documents are to be furnished by the Bidders along with **Technical Bid** as per the tender document (As applicable):

1. Signed and scanned copies of the documents mentioned in Annexures -1, A & D are to be uploaded on the portal.
2. Signed and Scanned copies of the documents like tender fees and Empanelment Fees may also be uploaded.
3. Signed, filled, and scanned copies of Annexure-B & C.

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

### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) 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) 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.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) 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.
- 10) The Bid should remain valid for 180 days mentioned vide tender document from the last date of submission of bids.

### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

### **Terms and Conditions**

1. No column in the application should be left blank. Incomplete tender/bid may be rejected summarily. Use additional sheets, wherever necessary to provide complete information. Each additional sheet has to be signed and numbered.
2. Selection of Agencies for empanelment will be done by ITPO and its decision would be treated as final & binding. ITPO reserves the right to accept or reject any or all the applications without assigning any reason whatsoever.
3. **Seven (7)** CHAs will be empanelled.

#### **4. ELIGIBILITY CRITERIA:**

ITPO reserves its right to decide the eligibility criteria for selection of Agencies for empanelment. The criteria included, but are not limited to the following:

Sr. No.	Eligibility Criteria	Documents required
1.	Valid (CHA) License and company registration under companies act 2013.	Self Certified copy of valid CHA Licence and Company's registration certificate.
2.	Minimum of five years experience in site handling of exhibition cargo.	Self declaration of the bidder for working as CHA for last 5 years and self certified copies of 5 work orders and their completion certificates from (or certified by) the customer. At least one work order should be issued in each FY i.e. 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22.
3.	i.) Minimum annual turnover of Rs.5 crores for the last five years -in F/Y 2017-18 to F/Y 2021-22. ii.) The parties applying for bidding should be having Sound Financial Background.	Certificate from registered chartered accountant certifying turnover for last 5 years along with copy of balance sheets.

Empanelment of 7 CHAs will be based on the descending order of the highest average turnover in the last 5 years, i.e. FY 2017-18 to FY 2021-22, subject to the fulfilment of the Eligibility Criteria mentioned in the above table.

#### **OTHER TERMS AND CONDITIONS:**

1. Membership of Important Trade Associations is desirable.
2. The annual non-refundable empanelment Membership of fee for each CHA is Rs. 50,00,000/- (Rupees Fifty lakhs only) plus applicable GST for the first year. Empanelment Fee for the second year will be enhanced by a minimum of 10%.
3. The empanelment period of CHAs would be valid for a period of 2 years from the date of empanelment subject to satisfactory performance in the 1<sup>st</sup> year. This is further extendable by one year, on mutually agreed terms & conditions at the discretion of ITPO.
4. Before undertaking any work in Pragati Maidan, the empanelled CHAs are required to:
  - a. Pay interest free Security Deposit of **Rs.10,00,000/-** (Rupees Ten lakhs only ) for 2 years.

- b. **Pay the Empanelment Fee of Rs. 25,00,000/- (Rupees Twenty five lakh only) plus GST @ 18% at the time of selection and the second installment of Rs. 25,00,000/- on or before July 1, 2023. For the second year in two installments on six monthly basis i.e. on or before January 01, 2024, and on or before July 01, 2024.**
- c. Sign an acceptance to the selection offer (acceptance letter).
5. The Agency shall not assign or sub-contract to any third person or party including its subsidiary and / or sister concern or any related persons (blood relation).
  6. In case the bids are received from subsidiary/sister concern / related person of a company and in the event of both being considered suitable, ITPO will give an option to empanel any one of them. Under no circumstances two companies of the same Group or sister companies or related person will be empanelled.
  7. Empanelment does not in any way entitle the Agency to have any exclusive rights and privileges.
  8. The empanelment of CHAs is applicable only for handling/custom clearance/facilitation of goods for fairs held in Pragati Maidan, New Delhi and no custom clearance/warehousing of goods will be done at Pragati Maidan premises for fairs/exhibitions/events which are not being organised in Pragati Maidan, New Delhi. ITPO, however, can direct CHAs for custom clearance/warehousing/handling cargo for exhibitions including overseas outside Pragati Maidan also, in exceptional cases, if required.
  9. ITPO reserves its right to cancel the empanelment in the event of agency not honouring terms & conditions or not providing satisfactory services to the Exhibition Organizers or found to be in breach of terms and conditions of the agreement violating the local Government laws. Under such circumstances, no refund of registration fee for the balance period shall be considered, besides ITPO reserves the right to forfeit the entire amount of Security Deposit.
  10. All Bidders must own the following equipment - Forklifts, Cranes, Trucks, Pallet Trucks and Containers etc., adequate for handling large exhibitions. The agency shall specify the registration number and quantity of these equipment owned by them and provide neat and legible photocopies of the ownership / registration documents(duly certified). Equipment/Commercial Utility Vehicles with valid registrations only will be permitted for use in Pragati Maidan.
  11. ITPO may consider providing 100 sq.mtr. of area at Warehouse on complimentary basis in Pragati Maidan if so requested by successful bidders. In case of re-development of Pragati Maidan, the CHAs may be adjusted in a re-located area in the other place of Pragati Maidan which could even be a reduced area.
  12. The Agent may request ITPO to surrender the empanelment and terminate this agreement after giving prior notice, in such a case, ITPO reserves the right to accept or reject the request without assigning any reason to the agent, and whose decision would be final. In case of acceptance, the Agent shall not be entitled to refund of the paid Empanelment Fee, and the Security Deposit and other charges, and would be required to clear their outstanding dues before their request is accepted.
  13. Additional space for warehousing / storage will be allowed to empanelled CHA only in designated areas, on payment of additional license fee as per details below:

S. No.	Particulars	Rate per sq mtr/per week (Rs)
1	1-2 weeks	500/-
2.	3 -4 weeks	700/-
3.	5 weeks & more	1000/-

A minimum of 50 sq meters of additional space and in multiples thereof could be considered for allotment on need basis/availability and subject to prior approval of ITPO. A penalty at 3 times of the normal rates will be charged in case of unauthorised occupancy of space in Pragati Maidan by CHA's for the period of unauthorised occupation.

13. Rates quoted in Annexure – **B & C** will be displayed on ITPO's website indicative prices for those empanelled CHA's.
14. The space permitted to be used by the empanelled CHAs for warehousing / site office in Pragati Maidan, shall be used only for the purposes of events / shows in Pragati Maidan.
15. Upon termination / expiry terms of empanelment, the CHAs should forthwith, remove all their belongings, including containers, cargo, material handling equipment, etc.
16. The ingress and egress of companies / or cargo / vehicles/ any other material of CHAs shall be subject to the rules and regulations of ITPO.
17. Empanelled CHAs will not be permitted to set up facilitation counter/site office in any area inside Pragati Maidan except in their allotted area.
18. Mandatory advance intimation will be given by empanelled CHAs, in the format prescribed to Security Division of ITPO for obtaining permission before entry of goods meant for fairs to be held in Pragati Maidan.
19. All equipment of empanelled CHAs including cranes, fork-lifts, trucks, containers etc. are to be stationed in the allotted area. Any additional area occupied beyond allotted area will be considered as unauthorised occupation.
20. Empanelled CHAs need to clear the outstanding dues, if any, to ITPO before signing the acceptance letter and getting into this arrangement.
21. During the currency of all fairs in Pragati Maidan, CHAs will provide services of uniformed porters at gates/parking area as per requirement of the fair organisers depending upon the size of the fairs. The rates will be different where the transport is provided by ITPO/third party fair organisers or where porters/vehicles both are provided by CHAs.
22. ITPO/third party organiser will provide a booth as per requirements near parking/gates which will have the following facilities/services.
  - Weighing scale
  - Booking Receipt Book
  - Identity stickers to facilitate delivery
  - Porters
  - Rate Chart

Each CHA will have a booklet containing minimum three copies of each receipt. One copy to be pasted on the packet of articles, second copy will be given to the exhibitor and third copy will be retained by the CHA. They will collect the copy of the exhibitor at the time of delivery of goods at respective stands as token of having received the goods.



23. It will be responsibility of each CHA to verify the antecedents of their workers and shall be fully responsible for security and safety of exhibitor's goods and indemnify ITPO against any loss.
24. In case of violation of terms and conditions, the CHAs shall be penalized by way of penalties, forfeiture of security money, the balance empanelment fees, and / or dis-empanelment and termination and / or debarment from participation in the empanelment process of ITPO in future for a period to be specified by ITPO.
25. For security reasons, the CHAs will accept goods only from bonafide exhibitors with photo badges. No stores shall be accepted from any unknown persons who are not the exhibitors.

**LEGAL COMPLIANCE:**

1. Through this tender ITPO does not intend to hire any kind of manpower therefore does not take any responsibility for any type of financial implication, wage/salary , damage , accident, injury or any other social or legal compliance.
2. **Removal from the empanelled list:** The name of the empanelled agency may be removed from the approved list of ITPO, if empanelled CHA:
  - A. has one or more than one occasion failed to execute a job or executed it unsatisfactorily; or
  - B. has proved to be responsible for delays; or
  - C. fails to abide by the conditions of empanelment; or
  - D. is found to have given false particulars at the time of empanelment; or
  - E. has indulged in any type of forgery or falsification of records; or
  - F. changes constitution of the firm or individual or the name of the firm without prior approval of the ITPO; or
  - G. changes permanent address/business address without intimation to ITPO; or
  - H. has declared or is in the process of being declared bankrupt, insolvent, wound up, dissolved or partitioned; or
  - I. persistently violates the labour regulations and rules; or
  - J. has involved in complaints of serious nature received from other departments which, prima-facie, appear to be true; or
  - K. defaults in settlement of tax dues like income tax, Contract tax, sales tax, octroi duties etc., or
  - L. has already been notified for other reason(s) by Govt. Deptt.; or
  - M. ceases to fulfill eligibility criteria based on which /revalidation was done, or
  - N. is/are considered not required to be in list of ITPO for any other reason considered fit by ITPO.
3. **Revalidation Procedure**-The revalidation after one year shall be done on the basis of Review of *performance of the Agency during the period of empanelment. This shall be based on evaluation of performance reports* as decided by the ITPO.
4. **Obligation during the empanelment period**- The CHAs should fulfill all their obligations under these rules in time and manner as specified, failing which they shall be liable for the action. Some of the obligations are summarised below:

- a) Prior approval shall be obtained from the ITPO before changing the name of constitution of the firm/company.
- b) Intimation of change of address should be given in advance or within one month alongwith acknowledgement from Banker, Income Tax and Sales Tax authorities.
- c) Agency shall continue to possess, throughout the period of enlistment/revalidation a valid CHA licence appropriate level/volume issued by appropriate authority.
- d) Agency should have secured works of specified magnitude during the period of enlistment/revalidations.
- e) Agency shall abide by these rules.
- f) Agency should not indulge in unethical practices and maintain good conduct.
- g) Agency shall execute the job awarded to them strictly as per the terms and conditions of the contract and specifications from the empanelment & other organisations.

#### **5. Arbitration & Conciliation proceedings:**

In case of any dispute, both the parties shall make all efforts to resolve by way of the conciliation process. In the event, any doubt, dispute, or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996.

The provisions of the 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.

#### **6. Jurisdiction of Courts**

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.

#### **SUBMISSION OF BIDS**

- a) On-line Bid shall be submitted by the bidder with supporting documents in the following manner:
- b) All the documents submitted in the bid, should be in English only, so that evaluation committee can understand easily.

#### **Technical Bid**

1. **Proof of payment of** interest free Earnest Money Deposit (EMD) amount of Rs. 1,60,000/- plus 18% GST **through RTGS/NEFT or Demand Draft / Bankers Cheque in favour of India Trade Promotion Organisation** payable at New Delhi. **Without EMD, the Technical bid will not be opened and summarily rejected.** Application cost is Rs.590/-(non refundable). ***Two separate instruments.***
2. In case the bidders require any clarifications or further information, they may contact ITPO, Mr. Manish Yadav, Deputy Manager Tel. 011-23371540 Ext. 460, Mobile No. +91-9654393044 E-mail: manishyadav@itpo.gov.in during office hours- 10.30 am to 5.30 pm
3. No conditional bids shall be considered. This is very important.

4. The demand draft of Earnest Money Deposit (EMD) may be physical/electronically transferred and encashable instrument. **No guarantees or other bank authority letter shall be accepted. The Empanelment Fee is interest free.**
5. Bids received through email/fax shall not be considered, only online bids will be accepted.
6. No modification or substitution of the submitted application/bid shall be allowed. An applicant/bidder may withdraw his application after submission, provided that written notice of the withdrawal is received by ITPO before the due date. In case an applicant/bidder wants to resubmit his application/bid, he shall submit a fresh application/bid following all the applicable terms & conditions by the stipulated date online only.
7. Any document received after the closing date and time shall not be accepted.
8. Bidders are requested to refrain from any communication after submission of bid till the finalization of evaluation of the technical bid by the ITPO committee.

#### **INDEMNIFICATION**

- i.) The Tenderer/Service Provider shall indemnify ITPO against any claims, damages, loss or penalty including costs thereof in case of liability arising out of any accident/incident involving manpower deployed by him/it.
- ii.) ITPO will not be responsible for any injury sustained by Tenderers/ Service Provider's personnel during the performance of its/their duties and also any damage or compensation due to any dispute between them and it's personnel. Any expenditure incurred by ITPO to handle the situation arising out of the conduct of personnel deployed by the bidder /Service Provider will be made good from Security Deposit/Bills of the bidder /Service Provider.
- iii.) In case of injury or loss of ITPO staff due to any act or deed of successful bidder's employee or due to an accident, the successful bidder shall arrange to pay ITPO employee or his legal heirs as per existing Govt. rules and regulations. The insurance claim settlement shall be the sole responsibility of the successful bidder. The legal costs will also be borne and paid by the successful bidder.
- iv.) The bidder shall indemnify ITPO against payment of penalty /third Party claims/damages /loss of property of ITPO / penalty due to mishandling on the part of personnel provided by the ITPO. In case, any such amount is not deposited / paid to ITPO, the same shall be deducted from his Bills/ Security Deposit / Future payments due to the bidder. In such cases the party shall make the security deposit amount equal to original within 10 days of such deductions / adjustment.
- v.) The bidder shall also indemnify to ITPO for making good any claim/penalty /loss or damages including costs thereof in respect of any breach or violation of any of the provisions of any law including labour laws governing the employee of the tenderer. In case of failure to make good above losses / expenses to ITPO, the same shall be deducted from the monthly bills / security deposited / future payments due to the tenderer.
- vi.) The service provider shall indemnify ITPO against third Party claims arising out of equipment malfunctioning/mishandling on the part of personnel provided by the Service Provider. The Service Provider shall also indemnify to reimburse any theft, loss or damage by his personnel to ITPO personnel or property including machinery, equipment or buildings. In case, any such amount is not deposited/paid to ITPO, the same shall be deducted from Security Deposit/Bills/Future payments due to the Service Provider.
- vii.) Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs, and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer, or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of

Contract, arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

#### **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-contractor/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-contractor/employees etc. ITPO shall take necessary legal and other remedial action, as deemed fit, for such violations.

#### **FORCE MAJEURE**

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic pandemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

#### **COMPLIANCE WITH STATUTORY OBLIGATIONS (Applicable as per law of the land in India)**

- i.) The Service provider shall be responsible for ensuring compliance with provisions of related Labour Laws (Central/State) and specifically factory Act, Minimum Wages Act, Payment of wages Act, PF Act ,ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act, Workmen Compensation Act etc. as applicable from time to time. The service provider shall be solely responsible for any cost and consequences on account of any breach and or non-compliance of any of the provisions of the Labour laws. The service provider shall indemnify ITPO against any claims/costs/damages and Penalties in respect of breach of the any of the provisions of the laws in force.
- ii.) It shall be the responsibility of successful Tenderer to comply with all liabilities arising out of any provisions of Labour Acts/Enactments (including PF/ESI/INSURANCE) hitherto in force or enacted from time to time during the term of the contract. In case of any breach, the successful Tenderer shall immediately notify ITPO in this regard.
- iii.) The successful bidder will maintain attendance register & wage register of its employees.
- iv.) The successful bidder shall take out a Workmen Compensation Policy & covering all his employees for the contract period & submit a copy of the same to ITPO.
- v.) The service provider has to ensure that the prescribed minimum wages as applicable from time to time to the respective category of personnel deployed.

- vi.) All records, documents under various statutory provisions including ESI/PF/Disbursement of monthly Wages shall be maintained by the successful bidder and shall be open for inspection by an authorized representative of ITPO/third party authorized by ITPO and Government Agencies.
- vii.) All applicable laws/local laws must be complied with/followed by the contractors/agency

**Annexure-I**

INDIA TRADE PROMOTION ORGANISATION  
PRAGATI MAIDAN, NEW DELHI

Bid for EMPANELMENT of Cargo House Agents (CHAs) for Clearing and Handling of Cargo of Exhibition at  
Pragati Maidan

	Number	Date	Drawn on
DD No. 1/UTR Details : Rs.590.00			
DD No. 2/UTR Details : Rs.1,60,000/-			
1.	Name & Address  (Registered Office)		
2.	Telephone		
3.	Fax		
4.	E-mail		
5.	(a) PAN No.  (b) GST  (C)TIN No.  (Attach self certified copies)		
6.	Date of Establishment		
7.	Constitution, whether proprietorship / partnership or a limited company. Please indicate particulars of Partners/Directors		
8.	Branches in India with special reference to Delhi Branch Office. Please indicate complete address of the branches with telephone, fax and e-mail etc.(Affidavit to be given)		
9.	Issued/paid up capital		

10.	Whether member of any Business Association/ Federation/Conference or registered with Government Department or Organisation. (Membership number and date of Registration to be indicated. Copy of Registration Certificate to be attached). (Affidavit to be given)	
11	Exhibition Industry experience (Whether India and abroad). Please indicate particulars of exhibitions and fairs handled during the last five years. (As per Annexure-A).	
12	International arrangements - please give full particulars of business counterparts abroad.	
13	Details of important assignments handled during last five financial years. ( Attach separate sheet, if required)	<ol style="list-style-type: none"> <li>1. 2017-18,</li> <li>2. 2018-19,</li> <li>3. 2019-20,</li> <li>4. 2020-21,</li> <li>5. 2021-22.</li> </ol>
14	Packing and unpacking facilities available including skilled labour force :  <ul style="list-style-type: none"> <li>· NCR Delhi</li> <li>· Outside Location</li> </ul>	
15	Capacity and details of material handling equipment/ transport owned & located in :  <ul style="list-style-type: none"> <li>· NCR Delhi</li> <li>· Outside Location</li> </ul> (Vehicles with only valid registration to be used in Pragati Maidan).	
16.	(a) Annual Business turnover - last 5 years. (Please attach certified copy of Audited Annual Report for last	<ol style="list-style-type: none"> <li>1. 2017-18,</li> <li>2. 2018-19,</li> <li>3. 2019-20,</li> </ol>

	<p>5 financial years along with CA certificate audited/unaudited for FY 2017-18). (Affidavit to be given)</p> <p>(Rs. in crore)</p>	<p>4. 2020-21</p> <p>5. 2021-22.</p>
	<p>(b) Annual Turnover/Billing (Rs. in Lakh) for CHA work for the last five financial years.</p> <p>(Rs. in crore )</p>	<p>1. 2017-18,</p> <p>2. 2018-19,</p> <p>3. 2019-20,</p> <p>4. 2020-21</p> <p>5. 2021-22.</p>
17.	Important regular customers( List, if needed, to be annexed separately)	
18.	<p>Customs duty paid over the last five years.</p> <p>(Rs.in lakh)</p>	<p>1. 2017-18,</p> <p>2. 2018-19,</p> <p>3. 2019-20,</p> <p>4. 2020-21</p> <p>5. 2021-22.</p>
19.	Bank Reference (s)	
20.	Income-Tax payment made during last five financial years. Please attach last income tax clearance certificate and copy of return filed (certified true copy).	
21.	I.A.T.A. Code No. (Please attach certified true copy).	
22.	Custom House Agent No. Mumbai, Delhi, etc. (Certified True Photocopy of Valid Certificate (s) also to be attached).	
23.	<p>Warehouse address, and area in sq. mtrs. (in NCR Delhi).</p> <p>(Affidavit to be given)</p>	



24.	Please attach item-wise rates for various items of work – Annexure – B	
25.	Please indicate the name and designation & contact details of Authorized Signatory (the person signing the Affidavit). If it is the limited company, it should be supported by a resolution of the Board of Directors. Affidavit is to be signed by the Proprietor/Partner/Promoter/Director	
26.	Details of warehouse with documents	
27.	Please attach item-wise rates for various items of work – Annexure – C	

I/We hereby agree to the terms and conditions for empanelment of the handling and clearing of cargo for the ITPO and third party fairs to be held at Pragati Maidan, New Delhi. I/We also undertake to abide by any instruction(s) of the India Trade Promotion Organisation as given from time to time.

I/We also certify that we have not been blacklisted or debarred by any Government Department/Organization from undertaking any work.

(Signature of the Authorized Signatory)

Name \_\_\_\_\_ Designation \_\_\_\_\_

Date \_\_\_\_\_ Seal \_\_\_\_\_

**Annexure-A**

**Experience in Site Handling of Exhibition Cargo in India**

(Financial Year 2017-2018 to 2021-2022)

S. No.	Year	Volume of Exhibition Cargo Handled	Weight of Exhibition Cargo Handled (Tons)	Billing Amount for the Event	Remarks (along with name of event etc.)
1.	2017-2018				
2.	2018-2019				
3.	2019-2020				
4.	2020-2021				
5.	2021-2022				

(To be certified by a Chartered Accountant)

(An affidavit is also to be given)

**Annexure-B****ON SITE HANDLING RATES**

ITEM OF WORK	INDIAN EXHIBITS (Rs.)	FOREIGN EXHIBITS (US\$)
Offloading from vehicle, shifting to booth (one lift only)  upto 3000 kgs. (Min. 500 kgs / 1 CBM or part thereof)		
Unpacking & Placement of exhibits upto 3000 kgs. (Min. 500 kgs / 1 CBM or part thereof - including depalletisation)		
Repacking upto 3000 kgs. (Min. 500 kgs / 1CBM or part thereof - including re-palletisation)		
Shifting from booth & loading on the vehicle (one lift only) upto 3000 kgs. (Min. 500 kgs / 1 CBM or part thereof )		
Shifting of empties from booth to storage area & return – per CBM (Minimum 2 CBM)  L x W x H = CBM (Cubic Meters)		
<b>HEAVY LIFT SURCHARGE - ADDITIONAL</b>	<b>PERCENTAGE OF ABOVE RATES</b>	
Single piece weighing between 3000 kgs to 5000 kgs		
Single piece weighing between 5000 kgs to 8000 kgs		
Single piece weighing between 8000 kgs to 12000 kg		
Single piece weighing more than 12000 kgs		
<b>HIRING CHARGES FOR EQUIPMENT OF ASSEMBLY AND ERECTION ONLY</b>	<b>INDIAN EXHIBITS (Rs. per Hour)</b>	<b>FOREIGN EXHIBITS (US\$ per hour)</b>

Hydraulic Pallette - 2 Ton Capacity (Minimum for one hour)		
Fork Lift - 3 Ton Capacity (Minimum for one hour)		
Fork Lift - 5 Ton Capacity (Minimum for one hour)		
Fork Lift - 10 Ton Capacity (Minimum for one hour)		
Crane - 10 Ton Capacity (Minimum for one hour)		
Crane - 20 Ton Capacity (Minimum for one hour)		
Crane - 25 Ton Capacity (Minimum for one hour)		
Labour (Minimum – 2 hrs.)		

Actual Weight or Volume Weight, whichever is higher will apply.

Govt. Taxes Payable Extra

Name\_\_\_\_\_

(Authorised Signatory)

With Stamp

**ANNEXURE - C**

**Rates of Porter Charge to be Charged from Exhibitors in Pragati Maidan**

**(A) WHEN CHAs PROVIDE THEIR VEHICLES**

	Particulars	Quoted rates per trip inclusive taxes(Rs)
1	Aggregate weight up to 25 kgs.	
2.	Aggregate Weight 26 kgs. to 50 kgs.	
3.	Aggregate Weight 51 kgs. to 100 kgs.	
4.	Single packet 50 kgs. to 100 kgs.	
5.	Single packet more than 100 kgs.	

**(B) WHEN VEHICLE PROVIDED BY ITPO/THIRD PARTY FAIR ORGANISER**

S.No.	Particulars	Quoted rates per trip inclusive taxes(Rs)
1	Aggregate weight up to 25 kgs.	
2.	Aggregate Weight 26 kgs. to 50 kgs.	
3.	Aggregate Weight 51 kgs. to 100 kgs.	
4.	Single packet 50 kgs. to 100 kgs.	
5.	Single packet more than 100 kgs.	

**Name\_\_\_\_\_**

**(Authorised Signatory)**

**With Stamp**

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Work: - Empanelment of CHAs in Pragati Maidan

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/ organisation 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)

**Annexure: II**

To

Date-

General Manager  
BDD  
India Trade Promotion Organisation  
New Delhi-110001

**Subject: - Empanelment of Custom House Agents (CHAs) in Pragati Maidan 2023-25, Certificate in support of financial turnover.**

Dear Sir,

In response to the Tender as above dated \_\_\_\_\_ for **Empanelment of Custom House Agents (CHAs) in Pragati Maidan 2023-25**. We hereby declare that the details of Annual turnover during last five years (in Lakhs) as follows :

No.	Financial Year	Turnover (Rs. lakhs)
1	2017-18	
2	2018-19	
3	2019-20	
4	2020-21	
5	2021-22	

Thanking You,

Yours faithfully

Authorised Signatory

Name of the Chartered Accountant \_\_\_\_\_

Registration No. with Seal \_\_\_\_\_

Contact No \_\_\_\_\_

**Annexure: III**

To

Date -

General Manager

BDD

India Trade Promotion Organisation

New Delhi-110001

**Subject: - Empanelment of Custom House Agents (CHAs) in Pragati Maidan 2023-25- Declaration regarding the non black-listing.**

Dear Sir,

With reference to Tender No. \_\_\_\_\_ dated....., we hereby declare that we are not black listed/ debarred from doing business to/by any Govt. organisation.

Thanking You,

Yours faithfully.

( )

Authorized Signatory

Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No \_\_\_\_\_