



**India Trade Promotion Organization
Store Division
Prantik Building, Near Gate No.1,
Pragati Maidan,
New Delhi – 110001
Telephone No. 011-23378645, Fax No. 23371492**

Tender Document

T e n d e r N o.: 255-ITPO (1)/ST/2022

TENDER

for

**Supply of office furniture and misc. items on hire/rental basis
during ITPO's
own various fairs/events at Pragati Maidan, New Delhi.**



India Trade Promotion Organization
Stores Division
New Building, Near Gate No.12,
Pragati Maidan,
New Delhi – 110001

E-Tender Notice

No. 255-ITPO (1)/ST/2022

Dated: 4/10/2022

Sub: Supply of office furniture items on hire/rental basis during ITPO's own various fairs/events at Pragati Maidan, New Delhi.

India Trade Promotion Organization (ITPO), a Govt. of India Enterprises, invites online bids through two bid system (Technical and Commercial) from reputed financial sound registered agencies/firms within the National Capital Territory of Delhi (except those who have been specially blacklisted by the Ministries/Departments for non-performance) having the requisite competence / capacity to do /handle and undertake the jobs relating in the field of supply of furniture and other miscellaneous items on rent basis during ITPO's own fairs/events/activities. Manual bids shall not be accepted.

- a. The tender documents are available on our website www.indiatradefair.com (for reference only) & www.eprocure.gov.in and the same can be downloaded. However, the documents required, such as two DDs towards Cost of Tender and Earnest Money Deposit (Demand Draft should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited in Store Division, Near Hall No.12, ITPO, Pragati Maidan, before the close of time for submitting the e-tender.
- b. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATA SHEET as under.

INDICATIVE CRITICAL DATA SHEET:

Tender Notice No.	255-ITPO (1)/ST/2022
Published Date	4/10/2022
Bid Document Download/Start Date and Time	4/10/2022 5.00 p.m.
Bid Submission Start Date	4/10/2022
Bid Submission End Date and Time	11/10/2022 at 2.30 p.m.
Opening of Technical Bids and Time	12/10/2022 at 3.00 p.m.
Clarification, if any	Upto 10/10/22 from 5/10/22 to 10/10/22 from 10.00 am to 6.00 p.. on all working days.
Communication Address	Manager, Stores Division, Room No.—129, First Floor Near Hall No. 12, Pragati Maidan New Delhi-110001

Feel free to Contact regarding query, if any	Desk No.: 011-2337 1783/8645
To get the copy of tender documents	kindly visit the <u>tender section</u> of corporate website (http://www.indiatradefair.com)

- c. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/ Tenders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance 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) will 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.
- e. Tenderers, who have downloaded the tender from the **ITPO's** web site www.indiatradefair.com and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD will be forfeited and tenderer is liable to be banned from doing business in future with ITPO.
- f. Intending Tenderers are advised to visit once again website www.indiatradefair.com and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- g. **E M D and Tender Cost:**
Earnest Money Deposit of Rs. 12,500/- (Rupees ten thousand only) and Tender Cost of Rs. 1180 /- (One thousand one hundred eighty only) incl. GST are to be deposited electronically by NEFT/RTGS in the account of 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.
- h. **Bank Details for payment related to E M D and tender cost through NEFT/RTGS:**

Sr. No.	Name of the Beneficiary	:	India Trade Promotion Organisation (ITPO)
01	Name of the Bank	:	Central Bank of India
02	Branch Address	:	Pragati Maidan, New Delhi-110001
03	Account No.	:	1167404133
04	Type of Account	:	Saving
05	RTGs Code	:	CBIN 0284078
06	MICR Code	:	110016150
07	PAN No.	:	AAATI2955C

h. The Hard Copy of original instruments in respect of earnest money & tender cost, must be delivered to the

i. Manager, Stores Division, Room Number-129, First Floor, Near Hall Number-12, India Trade Promotion Organisation, Pragati Maidan, New Delhi — 110001 (India) on or before bid opening date & time as mentioned in critical date sheet. Tenderers shall likely to be liable for legal action for non-submission of original payment instruments, like DD/RTGS etc., against the submitted bid.

j. Bids will be opened as per date/time as mentioned in the **Tender Critical Data Sheet**. After online opening of Technical-Bid, the results of their qualification as well price-bid opening will be intimated latter.

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, sealed wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/E-mail shall not be considered. No correspondence will be entertained in this matter.

Technical Bid (Check list):

The following scanned and self-attested documents are furnished by the Agency along with Technical Bid (Annexure-I), in CPPP:

- i) Copy of PAN Card
- ii) Copy of bank instruments like Earnest Money Deposit of R.12,500/- & Tender Cost of 1180/- incl. GST
- iii) Copy of previous last three years Income-tax return,
- iv) Latest copy GST registration Certificate.
- v) Copy at least three years experience certificate like award of work order issued from any Central Govt. and/or State Govt.
- vi) Copy of Balance sheet plus profit and loss account of last three years audited by certified CA.
- vii) Copy of Tender Acceptance Letter (Annexure-II)
- viii) Copy of blacklisting certificate in this regard (Annexure--III)
- ix) Copy of unqualified undertaking for accepting the terms and conditions and scope of works, (Annexure-IV).

Price Bid/Financial Bid:

- (a) Price bid undertaking(Annexure-V)
- (b) Schedule of price bid in the form of pdf. Format.(Annexure-VI)

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bid electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders on registering into the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids through online on the CPP Portal. More information useful for submitting through 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 e-mail 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 / n-Code / e-Mudhra 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 into the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token. **Clarification timings of all working days upto 10/10/2022 from 5/10/2022 to 10/10/2022 from 10.00 a.m. to 6.00 p.m.**

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 date & 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 "off-line" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD of Rs.12,500/- & tender cost of Rs. 1180/- 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 Demand Draft/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 opener's 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 opening the tender by the authorized bid openers.

9) 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.

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.

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. Clarification, if any from 5/10/22 to 10/10/22 on all working days from 10.00 a.m. to 6.00 p.m.

Date: 4/10/2022
Place: New Delhi

Manager(Stores)

I. SCOPE OF WORK:

This tender means for the purpose of hiring a nominated agency, who will intend to supply of office furniture for various fairs/events to be held at Pragati Maidan, ITPO, New Delhi. Scope of Contract includes providing good standard branded furniture at the prescribed rate in Advance during the pre-preparatory of IITF or any other fairs/activities. Further the contract shall also include providing all skilled man power, transportation of furniture items, labour charges etc.

II) ELIGIBILITY CRITERIA:

Please upload scanned and self- attested documents as per details given below:

1. The bidder should attach and upload Tender Cost of Rs. 1180/- (Rs. One Thousand One hundred and Eighty only incl. GST) and EMD of Rs. 12,500/- (Rs. Twelve Thousand Five hundred only) in the form of account payee demand draft drawn on any nationalized or scheduled commercial bank in the name of “ India Trade Promotion Organization”, payable at New Delhi. Tender received without prescribed EMD and tender cost will be summarily rejected.
2. The bidders should have business office as well as workmanship in Delhi and NCR area. Under no circumstances, the Agency, outside of Delhi-NCR could be considered.
3. The bidder must submit/upload self-attested copy (copies) of at least three years work order/work experience, being awarded from any PSU, Central /State Government Organization or subsidiary / joint venture / Regulated Company thereof, or a reputed private company etc.
4. To attach/upload scanned copy the followings submitted along with e-tender document through on-line :
 - Last three years Income Tax Certificate,
 - PAN Card Certificate,
 - Latest copy GST Registration Certificate.
 - Profit-loss statement+ balance sheet for last three years certified by authorized CA)
 - Scanned copy of Tender Acceptance Letter (Annexure-II)
 - Scanned Copy of non-blacklisting certificate in this regard (Annexure--III)
 - Scanned copy of un-qualified undertaking for accepting the terms and conditions, (Annexure-IV).
5. The Bidder should have turnover or sales volume at least one lakhs (Rupees one lakh only) or more per annum according which the average turn-over or sales volume for last three years should be 03 lakhs (three lakhs) or more.

II. General Terms and Conditions:

1. Objective-This notification is issued with the purpose of selection of an Agency for supply of office furniture items on hire/rental basis during ITPO's various fairs/events at Pragati Maidan, New Delhi.

2. “Bid Document” - shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

3. **COST OF BIDDING:**

The Bidder shall bear all costs associated with the preparation and submission of its bid and ITPO shall under no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. **DGS&D, MSME, SC/ST ENTREPRENEUR:**

Suppliers registered under DGS&D, Micro Small Medium Enterprise (MSME) and SC/ST Entrepreneurs are encouraged to apply for the tender. If the bidder is a Micro, Small, Medium Enterprise (MSME) or a SC/ST Entrepreneur, Start-up India Entrepreneur, than this should be declared while filling the company details in the online bidding process. Supporting documents should also be submitted along with other documents for relaxation of tender cost and EMD etc.

5. **Earnest Money Deposit (EMD) and Tender Costs:**

The Earnest Money Deposit (EMD) of Rs. 12,500/- (Rupees Twelve Thousand Five Hundred only) as well as Tender Cost of Rs. 1180/- should necessarily accompany with the e-Bid in the form of /RTGS/NEFT/Demand Draft drawn in favour of „**INDIA TRADE PROMOTION ORGANISATION**’ payable at New Delhi. Bid received without EMD or EMD for lesser amount will be summarily rejected. EMD in any other form, i.e., in Cash, or cheque etc., shall not be accepted.

6. PROCESSING FEE/ TENDER COST and EMD:

- i. The processing fee/tender cost is non-refundable.
- ii. The EMD is non-interest bearing.
- iii. Processing fee and EMD should be part of Envelope -1.
- iv. The date of the demand draft will be after the publication of this tender, but on or before the last date of submission of technical bid.
- v. No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by this Office in respect of any previous work shall be entertained.

vi. **RETURN OF EMDs:**

The EMD in respect of the unsuccessful bidders shall be returned within 45 days, without bearing any interest, after placing the award of work. However, EMD in respect of successful Bidder will be released after receipt of prescribed Performance Security Deposit.

vii. **The EMD will be forfeited:**

If a bidder withdraws or amends the quotation / tender, or impairs or derogates from the tender in any respect during the period of bid validity **Or** in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions **Or** In case the appointed party fails to deposit the Performance Guarantee in fixed time or The EMD shall be forfeited in case the firm does not fulfil/ produce the documents / promises made before this office or any committee constituted by this Organization for this purpose / in the event of premature withdrawal of the tender / quotation by any of the tenderers.

7. TENDER EVALUATION COMMITTEE:

ITPO will constitute the Tender Evaluation Committee. This committee will evaluate the Bid Documents submitted by the Bidders through on-line.

- i. The Tender Evaluation Committee may choose to conduct negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
- ii. Any effort by a Bidder to influence the Tender Evaluation Committee's processing of tender will lead for rejection.

8. BID PRICES:

- i. The price i.e. offer must be made by the intending bidder covering all important 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 and site conditions.
- ii. The bidder shall include payment of all dues, excluding applicable GST, which is essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document, extra charges if any shall be paid by the nominated bidder only.
- iii. Price quoted should be for inclusive of freight, packing, forwarding and insurance. If GST and other statutory charges are to be paid extra this should be clearly specified in tender. In the absence of any such stipulation, it will be assumed that the quoted rate is inclusive of these taxes.
- iv. Bidders should mandatorily quote their un-conditional and competitive rates in the list of all items mentioned in the Annexure-IX. In case the rate offered by bidder is found NIL charges/considerations, the application concerned will summarily be rejected. After scrutiny/evaluation of parties, ITPO deserves to issue award of work order to the successful bidder, who ever be.
- v. Applicable GST, if any, must be quoted, failing which no amount would be paid towards GST. Further applicable taxes, as per prevailing rates, will be deducted by before making the payment to the successful bidder.
- vi. The rates of successful bidder should be valid for at most two years from the date of signing of the rate contract agreement. Consequence upon the renewal of contract for subsequent period (say third year), the same rate with same terms and conditions of this tender documents will be remain unchanged. Tender rates valid for a shorter period shall be rejected as non- responsive. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained.
- vii. The rates must be quoted in whole Indian rupees. It may specifically be noted that the questions having unrealistic, impractical and non-serious prices, i.e. "free or complementary" just for the sake of vitiating the whole tender process and for grabbing the contract are liable to be ignored/rejected.
- viii. The actual quantities may be confirmed at the time of requirement during contract period. The selection of the successful bidder (L-1 party) would be on the basis of the overall total amount created by computer in BoQ form or uploaded in .pdf form. Without taking into account of applicable GST. The successful bidder will have to work on the overall lowest rates.

9. PERIOD OF CONTRACT

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

10. PERIOD OF VALIDITY OF BID:

- i. Validity Period: Bids shall remain valid for 120 days after the date of financial bid opening prescribed by ITPO; ITPO holds the right to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence.

- ii. Extension of Period of Validity :

For another six months, in exceptional circumstances, ITPO may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be un-conditional. The EMD provided shall also be suitably extended. If a Bidder may refuse the request without forfeiting the EMD. A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

10. ACCEPTANCE & WITHDRAWALS:

The right of final acceptance of the tender is entirely vested with ITPO who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. There is no obligation on the part of ITPO to communicate with rejected bidders. After acceptance of the tender by ITPO, the Bidder shall have no right to withdraw his tender, or claim higher price.

11. Performance Deposit Guarantee:

The successful bidder shall have to furnish Performance Guarantee or Performance Security Deposit of Rs. 15,000 /- (Fifteen thousand only) in the form of Bank Guarantee (BG) or account payee demand draft, drawn on any nationalized or scheduled commercial bank, in favour of the India Trade Promotion Organization, payable at New Delhi immediately after placing award of work. This receipt is only for successful performance during the period of contract. The performance guarantee will be returned after successful completion of the contract period and after adjusting dues, if any. Also No further interest will be paid by ITPO to the successful bidder on the part of the performance guarantee. The Security Deposit in any other form such as cheque or by cash will not be accepted under any circumstances.

12. Forfeiture of Performance Deposit Guarantee:

In case of any breach or lapse on the part of the Agency, ITPO will be entitled to invoke the Performance Security without any objection from the Agency in any manner. The Performance Security shall stand forfeited, if a bidder withdraws or amends the bid /tender or fails to sign the agreement or accept the contract within the stipulated period.

13. ITPO 'S DECISION TO BE FINAL:

- Canvassing in any form is strictly prohibited and tender of the tenderer who resort to such activities will be summarily rejected.
- ITPO reserves the right to relax/withdraw/amend/modify any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.

- It will be the sole discretion of India Trade Promotion Organization to accept or reject any tender in full or in part without assigning any reason thereof. Also ITPO deserves its rights to cancel or postpone the award of work without assigning any reasons what so ever, for which the quotations are invited. The discretion of ITPO shall be final and binding in this regard.
- This tender is non- transferable.
- It will not be obligatory for ITPO to accept the lowest quotation and no explanation shall be given for the cause of rejection of quotation of any tenderer. No such obligation on the part of ITPO is also to inform the unsuccessful bidders of the outcome of the tender process.
- The successful contractor"s staffs, so deputed, shall not divulge/disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters.
- The contractor shall ensure proper conduct and integrity of the personnel in the office premises, and enforce prohibition of consumption of alcoholic, drinks, smoking, loitering without work.
- Under no circumstances, the successful firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and performance security will be forfeited.
- Only good, transparent and quality furniture and other misc items with good quality painting/finishing a n d identification mark or logo of the firm for return should be provided.
- ITPO also reserves the right to terminate the contract before the expiry of the contract period, if the party"s services are not found satisfactory, or any other reason which may create doubtful integrity. The decision of ITPO regarding quality of services shall be full and final.
- The list of items required during IITF will be provided 15 days before starting of the mega exhibition. Work will be exercised as per our schedules of fair/events and is to be carried out in the premises of ITPO.

14. PAYMENT TERMS:

- a) The selected firm shall submit the pre-receipted bill (duplicate), to the Store Division, after the completion of works attended.
- b) If the work seems unsatisfactory, no payment shall be made unless until it will be redone.
- c) Advance payments will not be made against work order.
- d) Payment will be made within sixty days after rendering complete satisfactory services and receipt of Bill/Invoice with making all necessary deductions of dues & penalties, if any, as contemplated under the contract.
- e) Payments will be made through RTGS / NEFT. Successful Bidder should provide his/her bank details duly signed by authorized signatories (Bank Authority & the bidder) along with the copy of cancelled Cheque.

f) Bidder should note that that the GST Number of ITPO, along with GST Number of vendor, state code and HSN Code etc. should be mentioned in the printed bill/invoice, otherwise payment will not be possible. GST number of ITPO will be facilitated to the successful vendor later on at the time of issue award of work.

g) The penalties, if any, @ 0.5 % of billing value per day would also be deducted due to unsatisfactory work or unsuccessful supply of good quality items or any unlawful reason found after submitting the bill. The maximum amount of penalty will be limited to 5% of the total contract value or as per the value of the items.

15. NOTIFICATION OF AWARD:

The Bidder, whose Bid has been accepted shall be notified of the award by the ITPO, by registered letter, fax or by official mail. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within 3 days from the receipt of the **Letter of Acceptance (LoA)**.

16. RESOLUTION OF DISPUTES:

The dispute resolution mechanism shall be as follows:

- In case of dispute between ITPO and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act, 1996.
- If such dispute arises then either party may forthwith give to the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator/ conciliator in accordance with Indian Arbitration and Conciliation Act 1996.
- The CMD of ITPO will be the competent authority to nominate person/ official who will act as arbitrator/ conciliator.
- The decision of the arbitrator/ conciliator shall be final and binding upon both the parties, i.e. ITPO and the successful bidder.
- All unresolved disputed matters will have the jurisdiction of Delhi, so far as legal and court matters are concerned.
- The quoted rate of the contracting Bidder shall be deemed to have taken into account after fulfilling all the conditions mentioned above. The Bidder shall visit the Pragati Maidan, premises and properly assess the scope of work. It shall be presumed the Bidder has inspected the premises and made proper assessment and requirements. Once the rate is quoted and accepted and then the Bidder shall not raise any dispute that the rate quoted was less without considering the actual requirements.

17. LATE BIDS:

Any bid received by ITPO after the deadline for submission of bids prescribed by ITPO, will be summarily rejected. No further correspondence on this subject will be entertained.

18. OPENING OF COMMERCIAL BIDS:

Commercial Bids will be opened and compared at the specified date and time. The name of Bidder, bid prices, total amount of each bid, etc. shall be announced by the ITPO at the Commercial Bid opening. ITPO will prepare reports of the Commercial Bid Opening. The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately.

19. CLARIFICATION OF BIDS:

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

20. PERIOD OF CONTRACT:

The Contract will be initially for a period of two years from the date of award which is further extendable up to another one year with solely discretion of ITPO subject to continuous & satisfactory performance of the Contractor. However, in case of failure or breach of any/ all terms and conditions of the Contract by the Agency/Party, ITPO shall have the right to terminate the Contract forthwith in addition to forfeiting the security amount deposited by the Contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of ITPO. However, in case of extension of Contract to any subsequent periods (or for such period(s) less than that as it may deem necessary or only for third year) to be decided by ITPO, a written mutual consent will be necessary in the line of accepting the same rate and terms and conditions of the said tender.

21 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/Agreement/Tender Document remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996.

The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties.

The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

The venue of the arbitration proceeding shall be the Office of ITPO, i.e. Pragati Maidan, New Delhi.

22. COMPLIANCE WITH LAWS

It shall be the sole responsibility of the Bidder(s) to comply with/observe all applicable laws, rules, regulations, orders, directives and guidelines of any Government/Statutory Authority/Regulatory body of India including all the labour laws, as amended from time to time, and also obtain/hold license/permissions/clearances required for the purpose of this Tender Document/Contract/Agreement.

23. Jurisdiction

All dispute arising out of and in relation to the Tender Document/Contract/Agreement between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

24. Force Majeure

If at any time, during the continuance of this tender Document/Contract/Agreement, 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, act 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 part of any obligation under this Tender Document/Contract/Agreement is prevented or delayed by reason of any such events for a period exceeding 30 days, either party may, at its option, terminate the Tender Documents/Contract/Agreement..

25. Indemnity

Bidder (s) 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 Tender Document/Contract/Agreement and subsequent thereto arising out of a breach by the Bidder(s). its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

26. Confidentiality

The Bidder(s) 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. Bidder(s)

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 of Tender Document/Contract/Agreement. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

27. 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 Bidder(s) and/or their sub-agents/sub-contractors/employees etc., the Bidder(s) 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. Bidder(s) 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 the, their sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

28. AGREEMENT/ CONTRACT:

The parties to the Agreement i.e. ITPO and successful bidder shall have to enter to a contract by formal signing of agreement on Rs.100/- non-judicial stamp paper within one month of the receipt of notification of award. While submitting, the successful bidder shall have the correct amount to stamp duly adjudicated by Superintendent of Stamp and this will be effective from the date of signing.

29. TERMINATION OF AGREEMENT:

In case of excessive errors and if ITPO is of the view that the work has not been performed satisfactorily and cannot be performed by the Agency, ITPO at its discretion may terminate the agreement without any prior notice and in that case ITPO would not be liable to pay any amount on any account to the Agency.

If the work of the agency is not found satisfactory or any breach is noticed or any manipulation is reported to or noticed by this office, ITPO reserves the right to cancel the contract and/ or forfeit performance guarantee submitted by the agency and/ or to take legal action including black listing the agency, at any point of time during the period of contract.

The agency shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms and conditions, the agreement shall be liable to be cancelled immediately and the performance guarantee shall also be forfeited and the agency will not be entitled to any amount payable to them under this contract.

30. RECOVERY:

ITPO reserves the right to recover amount paid in excess during the contract from any other work or source after the contract, if found, paid excess.

DISCLAIMER

- a) The information contained in this Document or subsequently provided to Bidder(s), whether verbally or in documentary form or otherwise by or on behalf of ITPO, or by any of its employees, is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.
- b) This document is neither an agreement nor an offer by ITPO to the prospective Bidder(s) or any other person.
- c) ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any Bidder(s), under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the document and any assessment, assumption or information contained therein or deemed to form part of this document.
- d) ITPO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumptions contained in this document. Such changes shall be intimated to all the Bidder(s).
- e) The issue of this document does not imply that ITPO is bound to select nay Bidder(s) for the purpose and it reserves the right to reject all or any of the Bidder(s) without assigning any reasons whatsoever.
- f) ITPO reserves the right not to proceed with the Bidding process at any time or stage, without notice or liability, and to reject any or all applicants without assigning any reasons whatsoever.

ANNEXURE-I

PRE-QUALIFICATION / TECHNICAL BID
(To be submitted in firm's own letter head)

Sub: To hire an agency on rate contract for Supply of office furniture and misc. items on hire/rental basis during ITPO's own various fairs/events at Pragati Maidan, New Delhi.

Sr. No.	Description of Facts	Documents to be enclosed/ Information to be shared (Facts sheet)
01	Name of Agency:	
02	Name of the authorized persons, who may sign on the tender documents.	
03	Whether business office or workmanship of agency resides in Delhi-NCR.	Yes/No
04	Full Communication (Postal) Address of the Agency/Firm	
05	Telephone No. any of Office	
06	Mobile No.	
07	e-mail id	
08	Legal Status: Please specify as to whether Agency is a sole proprietorship or partnership firm or company (Pvt. Or Public) or any other form etc.	
09	Name of the Business Partner's name/Proprietor's name of the Agency	
10	GSTIN No. (Certificate to be Uploaded)	
12	Whether Agency or any other entity with which any of its Director / Partner or proprietor etc. are/have been associated or any Director/Partner etc had ever been convicted for any offence by any court of Law at any point of time. Give details, if any.	Yes/No
13	Registration Certificate in support of Permanent Account Number (PAN). (Certificates to be uploaded)	
14	Whether Agency and or its Directors/partners etc. are black listed by any Government Department/ Organization as on date.	Yes / No
15	Details of Earnest Money Deposit of Rs. 10, 000/- (six thousand) (Hard copy of Demand Draft is to be submitted	Draft No.

	before due date and time)	Date
		Issuing Bank
		Branch Name
		Amount in Rs.
16	Details of minimum three years of past Experience of the Agency. (Upload Experience Certificate/supporting documents issued by various Organizations etc.).	Attached or not
17	The Annual Turnover/Sales Volume at minimum Rs. 01 lakh or more per annum for the last 3 years, average turn- over should 03 lakhs or more. (Please upload the proof of audited profit & loss account as well as balance sheet of each year)	Yes / No
18	Accepted terms and conditions of the said tender notice plus scope of works stipulated in tender guidelines.	Yes / No
19	Details of tender cost of Rs. 1180.00 (Hard copy of Demand Draft is to be submitted before due date and time)	Draft No.
		Date
		Issuing Bank
		Branch Name
		Amount in Rs.
20		
21		
22	ITR Return for last three years (Scanned copy of certificate is uploaded)	Attached or Not

Notes:

- This is to certify that I/We before signing this bid have carefully read the contents of the Bid Document and fully understood all the terms and conditions contained therein and undertake myself/ourselves to abide by the same.
- I/We hereby declare that the information/facts provided is true, correct and to best of my/our knowledge and belief.
- In case any information/facts found to be incorrect, misleading or factually wrong, ITPO is empowered to take any decision/action, as deemed fit.
- Note: Please strike out Not Applicable (N/A) against the column which does not relate, while filling up the above column.

Date:

Place:

(Signature of Bidder along with seal)

Name of Bidder:

Name of the Firm / Agency:

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

To,

The Manager, Store Division,
India Trade Promotion Organisation
Room Number-129, First Floor, Near Hall No.12,
Pragati Maidan, New Delhi-110001

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 255-ITPO (1)/ST/2022 dated: 4/10/2022

Name of Tender / Work: To hire an agency on rate contract for supply of office furniture and misc. items on hire/rental basis during ITPO's own various fairs/events at Pragati Maidan, New Delhi

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned „Tender/Work“ from the web site(s) namely: [www. radefair.com](http://www.radefair.com) or www.eprocure.gov.in as per 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. 1 to 22 (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 to 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 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,

Date:

Place:

(Signature of the Bidder, with
Official Seal)

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.

Place:	Signature of the Tenderer _____
Date: <u> </u> / <u> </u> / <u> </u>	Name of the Signatory _____
Seal of the Firm/Agency _____	Name of the Firm/agency _____

ANNEXURE-IV

UNDERTAKING

(To be submitted in Firm's own letter head)

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted and the lowest quoted for any other department in India.
3. I/We give the rights to the Competent Authority of ITPO to forfeit the EMD/Security Money deposited by me/us if any delay on my/agent's part or fail to render the service.
4. I hereby undertake to render the services, as per directions given in the tender notice/supply order within stipulated period.
5. I hereby declare that my business office are residing within Delhi or Delhi-NCR.

(Signature of the Tenderer)

Place:

Name of the Signatory: _____

Date:

Name of the Firm/agency:

Seal of the Firm/Agency:

Annexure- V

PRICE BID UNDERTAKING
(To be submitted in Firm"s own letter head)

Tender No.: 255/ITPO (1)/ST/2022

Dated: 4/10/2022

Sub: To hire an agency on rate contract for supply of office furniture and misc. items on hire/rental basis during ITPO"s own various fairs/events at Pragati Maidan, New Delhi.

From: (Full Name and Address of the bidder)

.....
.....
.....

To

The Manager
Store Division
India Trade Promotion Organisation
Room Number-129, First Floor
Near Hall No.12, Pragati Maidan,
New Delhi-110001

Dear Sir,

1. I submit the Price Bid for in its .pdf form 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 at the rates as indicated in the Price bid in .pdf form, Annexure-VI exclusive of all applicable taxes.

Yours faithfully

(Signature of the Authorized Representative with firm"s seal)

Place:
Date: __/__/

Name of the Signatory _____
Name of the Firm/agency _____

Annexure-VI**PRICE BID****(To be submitted in firms own letter head)**

Tender No.: 255-ITPO (1)/ST/2022

Dated: 4/10/2022

Sub: To hire an agency on rate contract for supply of office furniture and misc. items on hire/rental basis during ITPO"s own various fairs/events at Pragati Maidan, New Delhi.

Schedule of Goods

Sl. No.	Schedule of office furniture items	Quoted Rates per item in Rs.	Total Amount in Rs. incl.taxes	Remarks If any
Col (1)	Col(2)	Col(3)	Col (4)	Col (5)
1	Table Assistant (Steel/ Wooden)			
2	Table Computer attached with keyboard drawer(Wooden)			
3	Center Table with top glass (Wooden)			
4	Side Table (Wooden)			
5	Steel Side Rack			
6	Wooden Side Rack			
7	Big Rack Steel/Wooden			
8	Table Officer Steel/Wooden			
9	Leatherette Sofa (Three Seated)			
10	Leatherette Sofa (Two Seated)			
11	Leatherette Sofa (Single Seated)			
12	Chair office Cushion (without arm)			
13	Chair office Cushion (with arm) (Wooden)			
14	Chair Office, (Arm cane chair)			
15	Chair Garden			
16	Chair Counter			
17	Almirah Steel (Small)			

18	Almirah Steel (Big)			
19	Cotton Daries (8"x12")			
20	Cotton Daries (10"x 14")			
21	Cotton Daries (10"x16")			
22	Cotton Daries (12"x20")			
23	Woolen Carpets (8"x8")			
24	Woolen Carpets (8"x10")			
25	Woolen Carpets (9"x12")			
26	Woolen Carpets (10"x13")			
27	High Back Revolving Cushion Chair (Director Chair)			
28	Revolving Cane Chair			
29	Revolving Cushion Chair			
30	High Counter Chair			

Note:

- 1) The applicable GST will be paid extra. Also the rates so quoted will be exclusive of taxes.
2. It is mandatory for all intending bidder(s) to quote all the rates per unit and rate of applicable taxes completely in Col (4), otherwise their on-line applications will clearly be rejected

Date:

Place:

(Signature with stamp)

Address of the Party with Phone Number

Name of Owner/Proprietor/Director:

