

**India Trade Promotion Organisation
Kolkata Regional Office**

Tender Notice : ITPO/KOL/ADMN/Car/2023

Dated :8/9/2023

Subject: Empanelment of Agency/Company for providing Commercial WB AC Cars on hiring basis

ITPO invites Tenders from reputed companies for supply of **Commercial WB AC Cars** on daily rental basis and monthly rental basis for day to day requirement of official use/during the various exhibitions/for VVIPs etc. The period of contract will be for two years initially from the date of award of work, which is extendable for subsequent year upon satisfactory services at the sole discretion of ITPO.

2. Indicative Critical Date Sheet

Date of publication of offer	8/9/2023
Bid document start date	8/9/2023
Bid clarification, in any	11/9//2023 upto 11.00 am
Last date for submission of bid	18/9/2023 latest by 3 pm
Date and time for opening of bid	18/9/2023at 4 p.m.

3. The detail of the Tender is as under:

Sr. No.	Name of work	Number of Cars required	Period of requirement	Cost of Tender
1	Hiring of AC Cars	5 to 7 (approx) at a time or requirement will be depends as per need basis.	The period of contract will be for two years initially from the date of award of work, which is extendable for subsequent year upon satisfactory services at the sole discretion of ITPO.	Rs.1000 + GST (non-refundable.)

4. The Tender cost can be remitted by way of Demand Draft issued by any Nationalized Bank favouring India Trade Promotion Organisation, payable at Kolkata or remitted through NEFT/RTGS by the Bank:. For online remittance, the details of our A/c are as under:

Name of the Beneficiary	India Trade Promotion Organisagtion
Name of the Bank	State Bank of India
Branch address	State Bank of India, La Martiniere Branch, 11 Loudon Street,

	Kolkata – 700 017
Account Number	33228012232
Type of Account	Saving
IFSC Code of the Bank	SBIN0003681
MICR code	700002058
PAN Number of ITPO	AAATI2955C
GST Number of ITPO	19AAAT12955C1ZS

5. Validity of Bid: The bid shall be valid for 120 days, no variation in approved rates would be considered in any circumstances.

The details of remittance in respect of Cost of Tender document, must be submitted on or before as per details to the Regional Manager, India Trade Promotion Organisation, Vanijya Bhawan, 1/1 Wood Street, Kolkata - 700016

6. Opening of Bid : The Bids will be opened on the above mentioned date.

7. Instructions/ Guidelines for submission of Bid- (AnnexureII)

Tender Document is available for viewing on our official website:
www.indiatradefair.com

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

1. PAN Number
2. GST No.
3. EPF Registration Number
4. Profile of the Applicant and Tender Document, (Annexure-I)
5. ESI Registration Number

9.a) Technical Bid

The following copies of scanned documents of the Applicant Business entity, are required to be submitted:

- (i) Signed and scanned copy of Registration Certificate
- (ii) Signed and scanned copy of PAN Number
- (iii) Signed and scanned copy of GST Number
- (iv) Signed and scanned copy of ESI Registration Number
- (v) Signed and scanned copy of EPF Registration Number
- (vi) Signed and scanned copy of Tender acceptance letter as per Annexure-II

b) Financial Bid

- (i) Schedule of Price Bid in the form of BOQ_XXXX.xls

10. Scope of the Work

- (i) ITPO needs Commercial AC Cars to be engaged various fairs and officials purposes if the need arises and monthly rental basis also and for 2 years from the date of work order.

11. Technical Eligibility criteria

- (i) The registered business office of bidding firm/agency (i.e. the bidder) should be located in Kolkata and surrounding region.
- (ii) “Legal Status” - The Bidder should be either a Proprietorship /Partnership/ Firm Public or Private Ltd Company or a Government approved contractor operator within India. Relevant papers, such as, copies of original Registrations documents defining constitution of the Applicant or legal status or Certificate of Incorporation/ Memorandum/ Articles of Association partnership deeds etc to be provided as a supporting document in case of Co.
- (iii) The bidder should be registered under GST and may be provided as a supporting document.
- (iv) **The bidder should have ownership of at least 25 West Bengal Registration Cars and the ownership should have in the name of bidding company/firm/agency etc. In this regard, the copy of registration certificate will be required.**
- (v) The tender fee of Rs.1000/-GST, once remitted, is non-refundable and non-adjustable.
- (vi) The bidder should have valid registration under EPF & MP Act, 1952 and ESI Act, 1948. Copies of valid registration ESI and EPF Certificates are duly certified by authorized signatory.
- (vii) The deployed drivers/staff are hail & healthy and not suffering from any communicable diseases.
- (viii) The mileage will be counted from garage to garage on actual basis from garage to place of reporting and back to garage but should not be more than 20 km. in any case and no extra time from garage to ITPO and back from ITPO to garage will be considered.
- (ix) The operator shall be responsible for providing Car and Drivers. The deployed driver should hold a valid driving license, police verification, in addition to Identity card provided by the Operator /Contractor. The deployed driver needs to be permanent employee with the Car operator with a minimum of two years experience of driving Cars. The driver shall also carry in original Pollution Control Certificate, Vehicle Insurance, and Registration Certificate of the vehicle. The driver will have to be provided with a working mobile phone at the cost of the contractor. In case the driver reports for duty later than 15 minutes before the schedule time, a penalty of Rs.200/-

- shall be levied and for every hour on each day of delay, a penalty of Rs.300/- which will be levied and shall be deducted from the bills
- (x) In case the operator is not in a position to provide the required cars, on any day as per the schedule date and time, ITPO shall make alternate arrangement by hiring Car(s) and excess amount if any paid by ITPO, same shall be recovered from the pending bills.
 - (xi) Cars along with the Drivers will report at the place of duty/ supervisory officials of ITPO/ or to the officers concerned as the case may be, at the start of the duty on each day.
 - (xii) In case the deployment of the Car is extended beyond 8 hrs. as per requirement of ITPO, pro rata cost will be paid, as per Tender agreement.

GENERAL TERMS & CONDITIONS

1. “Applicable Law” – means all relevant laws in force and effect as of date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.
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. The contracting party whether it will be a Proprietor/Individual, Partnership Firm, company/Corporation, Society, they shall be, for the purpose of this contract, be known as “the Bidder” and the India Trade Promotion Organisation shall be known as “ITPO”.
4. “ITPO” – means India Trade Promotion Organisation, ITPO requires the services of reputed, well established and financially sound firm/agency providing commercial AC Cars, mentioned at Price Bid (Schedule of Price/Activities). The tenderer should have sufficient pool of men/machine to cater to the needs.
5. Address: For all purpose of the contract, including arbitration there under the address of the firm mentioned in the tender shall be final unless the contractor notifies a change of address by as separate letter sent by registered post with acknowledge due to the ITPO. The firm shall be solely responsible for the consequence of any omission or error to notify change of address in the aforesaid manner.
6. No Parking charges/Toll Taxes/Entry Taxes/State Taxes in connection with the contracted official duty will be paid by ITPO.
7. **The agency will ensure to supply of Cars that vehicles should not be older 3 to 4 years maximum.**

12. Tender Evaluation Committee

- (i) ITPO will constitute the Tender Evaluation Committee. The Committee shall evaluate the bid documents submitted by the bidder as per the Technical bid
- (ii) The Technical Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the bidders. The decision of the Evaluation Committee in the evaluation of the Technical Bid and Commercial Bid shall be final and binding on all the parties/Bidders.

13. Undertaking

- (i) An Undertaking from the Bidder stating compliance with all the conditions of the Contract and Technical specifications of the Bidding document will be required and in this regard, no deviation will be acceptable to ITPO.
- (ii) Prices quoted will be excluding GST. GST as applicable will be paid separately. The tenderer shall submit documentary evidence of depositing the GST to the authority concerned

14. BID Prices

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

- (i) ITPO shall reserve the right to verify the operation and performance of the service of work by the Bidder and the Bidder shall permit ITPO to do so. The ITPO will verify/evaluate the information submitted by the Bidder with regard to Bidder's capacity. The Bidder is forbidden to subcontract the work at any stage without prior written approval in writing from ITPO.
- (ii) Response time: The response time of bidder to attend any complaint within two three hours upon/on receipt of the complaint/ information from the ITPO.
- (iii) The job would be assigned to single applicant, which is the overall lowest bidding Business entity found technically fit for the job.
- (iv) The quoted rates in the Commercial Bid would be valid for two years from the date of letter of award as no change would be considered at a later stage.
- (v) Clarifications, if any, may be sought from the ITPO on or before as mentioned above.
- (vi) Tenders with incomplete information are liable for rejection.
- (vii) **Tenders not submitted in the format specified as per the Tender Document will be summarily rejected.**

- (viii) Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- (ix) The company should not be previously blacklisted by any Govt/ semi Govt. organization or PSU. (please furnish undertaking as per format).
- (x) The bid evaluation would be upon the price which is exclusive of GST. GST as applicable from time to time shall be paid extra. The bidder shall submit documentary evidence of depositing the GST to concerned authority.
- (xi) The agency should be in a position to cater to any additional requirement of ITPO at a short notice.
- (xii) In case the requisite Car is not made available on any particular day, the ITPO will be at the liberty to hire vehicle from any other source at the expenses of the Contractor.
- (xiii) The driver will always keep his registration certificate, valid pollution free certificate, insurance papers and other such documents ready as required by Govt. authority for inspection.
- (xiv) ITPO shall not be responsible for damages of any kind for any mishap/ accident/ injury caused to the Car Driver or any Third person while performing duty for ITPO. All liabilities legal or monetary shall be borne by the Bidder/Business entity exclusively.
- (xv) No parking charges/toll taxes/ entry taxes State Taxes in connection with the contracted official duty will be paid by ITPO.
- (xvi) The Car and Driver/staff will not be changed except with the prior consent of supervisory official of ITPO.

15. Award Criteria

- (i) Preliminary Scrutiny: ITPO will scrutinize the offers to determine that the offer is complete and to find whether required technical documentation has been furnished, whether the documents have been properly signed and whether items are quoted as per the schedule. ITPO may, at its discretion, waive any minor nonconformity or any minor irregularity in an offer. This shall be binding on all Bidders and ITPO reserves the right for such waivers

16. Payment Terms

- (i) Payment shall be released after successful and satisfactory rendering of the services and submitting the bills. ITPO will process the payment on receipt of the bills as per the procedure and terms & conditions in vogue. The penalties if any, would also be deducted due to any unsatisfactory work found after submitting the bill. The bills should have following enclosures:

- a) Log Book (Starting time & Mileage as per Kilometer and closing mileage & time) with name & signature of officer/official with whom the vehicle is deployed.

17. Period of contract

The period of contract is for two years, which is extendable for subsequent year upon satisfactory services at the sole discretion of ITPO.

18. Indemnity

The Agency/Contractor 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 item during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Agency/Contractor and/or, his subcontractor, /sub-agents, employees, etc. of any of its obligations under the contract /agreement.

19. Notification Award

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

20. Acceptance & withdrawals

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

21. Termination of Contract

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

The qualified Bidder fails to perform any obligation(s) under the Contract.

- The bidder is in material breach of the representations and warranties contained in this Contract.

22. 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 Tender document/Agreement/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 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.

Jurisdiction

All disputes between the parties herein, arising out of and in relation to the Tender Document/Agreement shall be governed by Indian Laws, subject to the jurisdiction of the courts of Kolkata only.

23. Force Majeure

If at any time, during the continuance of this 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, 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 effected 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.

24. Intellectual Property Rights (IPR):

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's

name/logo/IPRs by the Agency/Contractor/sub-contractors/Agents/sub-agents/employees etc., the Agency/Contractor 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/Agents 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 and/or their sub-agents/subcontractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

25. DISCLAIMER

- (a) The information contained in this Bid Document or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of ITPO, or by any of its employees, is provided to Bidders on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.
- (b) This Bid document is neither an agreement nor an offer by ITPO to the prospective Bidders or any other person. The purpose of this Bid document is to provide interested parties with information to assist in the formulation of their proposals for selection pursuant to this Bid. The assumptions, assessments, statements and information contained in this Bid document may not be complete, accurate, adequate or correct and each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.
- (c) ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any Bidder, 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 Bid or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid and any assessment, assumption or information contained therein or deemed to form part of this Bid document.

- (d) 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 Bid(s) without assigning any reasons whatsoever.

CONDITIONS OF CONTRACT

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

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

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

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

For any query: Please contact Regional Manager, India Trade Promotion Organisation, Vanijya Bhawan, 1/1 Wood Street, 5th Floor, Kolkata – 700 016 or itporok@itpo.gov.in Tel.No. 033-22825829 Mob: 9874649720.

Regional Manager
India Trade Promotion Organisation
Vanijya Bhawan, 1/1 Wood Street
5th Floor, Kolkata – 700 016

Annexure-I

The Regional Manager
India Trade Promotion Organisation
Vanijaya Bhawan
1/1 Wood Street, 5th Floor
Kolkata – 700 016

Subject: Empanelment of Agency for Hiring of Commercial DLY AC Cars on daily rental basis and monthly rental basis for day to day requirement of official use/during the various exhibitions/for VVIPs etc. The period of contract will be for two years initially from the date of award of work, which is extendable for subsequent year upon satisfactory services at the sole discretion of ITPO.

Sir,

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

1. Name of the Tendering Company/Firm:
2. Full Address of the Regd. Office of
Company/Firm :
(a) Phone (Landline) :
(b) Fax Number :
(c) Email address :
(d) Mobile Number :
(e) Key Contact person :
3. PAN Number of the company/firm
4. GST No. :
5. Details of work experience during last 5 years :
6. Number of Cars supplied to
one or more Govt. Dept./ PSUs(yearwise):
with Name of the Govt. Dept/PSU
7. Details of Cars owned by the Company/Firm:

8. Bank Details of the Applicant

- (a) Account Number :
- (b) Nature of Account
- © Date of opening of Account :
- © Name of the Bank :
- (f) Address of the Bank :
- (g) IFSC Code :
- (h) MICR Code :

9. Detail of Cost of Tender remitted : Rs.1000/-+GST

10. Details of Bank remittance-

- (a) Mode & date of remittance:
- (b) Transaction Number provided by the Bank.
- (c) If the amount is remitted online.

Or

DD Number (a)_____ dated_____issued by (Name of Bank_____)

DD Number (b)_____ dated_____issued by (Name of Bank_____)

11. I/We confirm that the Company/Firm is not blacklisted / debarred by any Govt. Dept./PSU.

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

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

Date: _____

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - **Hiring of Commercial West Bengal Registration AC Cars on daily rental basis and monthly rental basis for day to day requirement of official use/during the various exhibitions/for VVIPs etc. The period of contract will be for two years initially from the date of award of work, which is extendable for subsequent year upon satisfactory services at the sole discretion of ITPO.**

Dear Sir,

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

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal

Financial Bid

Tender Inviting Authority: Sr.Manager, ITPO.				
Name of work: Hiring of AC Cars/Innova				
Contract Number:: ITPO/KOL/ADMN/CAR/2023				
Bidder Name				
(A) Hired on daily rental basis				
	Particulars	Honda Amaze, Maruti Suzuki Desire, Ford Aspire, Hyundai Aura)	Hyundai Verna, Maruti Ciaz, Honda City	Seven Seaters, SUV (Toyota Innova/Crysta, Mahindra Scorpio/ SUV500/SUV700)
1.	08 hrs/80 kms			
2.	Rate for each addl. Kms.			
3.	Rate for each addl.hr.			
4.	Night charges, if any, after 11.00 p.m.			
(B) Hired on Monthly rental basis				
	Particulars	Honda Amaze, Maruti Suzuki Desire, Ford Aspire, Hyundai Aura)	Hyundai Verna, Maruti DESIRE , Honda City)	Seven Seaters, SUV (Toyota Innova/Crysta, Mahindra Scorpio/ SUV500/SUV700)
1.	2600 kms, 26 days, 300 hrs in			

	one month i.e. cars required on monthly basis			
2.	Rate for each addl.km. i.e. beyond 2600 kms.			
3.	Rates for each addl. Hrs. i.e. beyond 300 hours			

NOTE: No Parking charges/Toll Taxes/Entry Taxes/State Taxes in connection with the contracted official duty will be paid by ITPO.

Authorized Signatory
(Signature of the Authorized Person)