



No. 20(69)/ITPO/SU/2023

INDIA TRADE PROMOTION ORGANISATION
E-TENDER NOTICE

Introduction & Scope

Online tenders are invited for empanelment of security agencies with India Trade Promotion Organisation, New Delhi, to provide the services of skilled security guards (unarmed and armed) and security supervisors to ITPO as and when required for ITPO Fairs/events and other day to day requirement **for the period of 03 years from 01st March 2024 to 28th February 2027**. The price bid / negotiation will be done with them by respective organizers of 3rd party fairs as and when manpower required by them. The present option for financial bid is for quoting the rates for providing the services of security staff only to ITPO for day to day requirement and also during ITPO fair/events to be organized by ITPO in Pragati Maidan Exhibition ground.

1. The tender documents are available on ITPO's website www.indiatradefair.com (for reference only). Tender document can be downloaded from www.eprocure.gov.in. However, the documents required such as one DD/ Bankers cheque towards Cost of Tender (Demand Draft/ Bankers cheque should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited in Room of Sr. Manager (Security) before the closing time and date fixed for opening the e- tender. The bidder should have PAN Number, GST Number, TIN Number, ESI, EPF Registration certificate and GST return/clearance certificate up to previous quarter.
2. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for not uploading of bid) 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	09/01/2024 at 1.00 PM
Bid Document Download Start Date	09/01/2024 at 1.00 PM
Bid Submission Start Date	09/01/2024 at 2.00 PM
Bid Submission End Date	29/01/2024 at 1.00 PM
Prequalification Bid Opening Date	30/01/2024 at 1.00 PM
Communication Address	Sr. Manager, Security Division, ITPO, Gate No. 9, Pragati Maidan New Delhi-110001
Feel free to Contact regarding query, if any	Desk No.: 7065182792

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

4. Tenderers / Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors / Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app> documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. No Manual bids shall be accepted.

5. **NON RESPONSIVE BIDS** – Means a **bid** or proposal that does not substantially complies with the invitation to **bid** or request for proposals and all prescribed procurement procedures and requirements.

6. Not more than one tender shall be submitted by one bidder or bidders having business relationship/ vested interest. 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.

7. Tenderer who has downloaded the tender from the **ITPO's website** www.indiatradefair.com and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, **shall not modify the tender form in any manner**. In case if the same is found to be tampered/ modified in any manner, tender will be summarily rejected and tenderer is liable to be blacklisted from doing business with ITPO.

8. The prospective bidder is advised to visit ITPO's website www.indiatradefair.com and Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app> for any Corrigendum/Addendum/Amendment/Clarifications, if any, before uploading its bid and if the bid has been uploaded, same could be detached/withdrawn and resubmitted taking into account Corrigendum/Addendum/Amendment/Clarifications. Notwithstanding, anything contained in this bid document, it is unequivocally clarified that if any Corrigendum/ Addendum/ Amendment/ Clarifications issued after submission of the bid and before closing of the bid date and time, such bid would be treated as nonresponsive.

9. Cost of tender : The tenderer, who upload the tender are required to pay Rs. 590/- in total (Rupees five hundred ninety only, i.e. Rs. 500/ + 18 % GST) towards the cost of tender in the form of demand draft, drawn on any scheduled commercial bank in favor of India Trade Promotion Organisation, payable at New Delhi. The Demand Draft attached/ submitted for tender fee shall be non refundable. Non submission of cost of tender document etc. on or before closing date and time of bid would result into summarily rejection of bid

10. Earnest Money Deposit (EMD) : The Earnest Money Deposit (EMD) of **Rs. 8,00,000/-** (Rupees Eight Lakh only) should necessarily accompany the bid in the form of demand draft drawn on any scheduled commercial bank, 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.

TENDER COST AND EMD: Cost of tender and EMD may also be deposited electronically by NEFT/RTGS in the account of ITPO at the below mentioned accounts. Details of DD/ Bankers cheque in favour of ITPO payable at New Delhi or the Hard Copy of original instruments in respect of cost of tender document & EMD must be delivered to Sr. Manager (Security) India Trade Promotion Organisation, Pragati Maidan, New Delhi - 110001 on or before the technical bid opening date/time as mentioned in critical date sheet.

BANK Details for NEFT/RTGS:

Name of the Beneficiary	:	India Trade Promotion Organisation
Name of the Bank	:	Central Bank of India
Branch Address	:	Pragati Maidan, New Delhi-110001
Account No.	:	1167404133
Type of Account	:	Saving
RTGs Code	:	CBIN 0284078
MICR CODE	:	110016150
PAN NO.	:	AAATI 2955C
GSTIN	:	07AAATI2955C1ZX

- i. The Tender cost is non-refundable.
- ii. The EMD is non-interest bearing.
- iii. The tender cost & EMD may also be paid through DD in favour of ITPO.
- iv. The date of the demand draft will be after the publication of this tender, but on or before the last date & time of submission of bid.
- v. No request for transfer of any previous deposit of earnest money or bid security or adjustment against any pending bill held by this organisation in respect of any previous work shall be entertained.
- vi. **RETURN OF EMD:**
The EMD in respect of un-successful bidder(s) 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 from the date of opening of bid 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 in case the firm does not fulfill/ produce the documents as per promises made before this office or any committee constituted by this Organisation for this purpose or in the event of premature withdrawal of the tender / quotation by any of the renderers Or the tenderer submits forged/tempered documents while participating In the tender. Further, action as deemed fit by ITPO may also be initiated against such tenderers as per prevailing law.

11. **Financial Bids:** Technical bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. The agencies will be selected for empanelment on the basis of the meeting out the parameters. The price bid / negotiation will be done with them by respective organizers of 3rd party fairs as and when manpower required by them. The present option for financial bid is for quoting the rates for getting the L1 agency for providing the services of security staff only to ITPO for day to day requirement and during ITPO fair/events to be organized by ITPO in Pragati Maidan Exhibition ground.

The present Performa placed as Annexure-VII, is **only a sample proforma** for quoting the rates for providing the services of security staff to ITPO only. **The rates to be quoted only online in a prescribed format of financial Bids.** The Financial bids will be opened only of the agencies qualified in technical evaluation and completed the agreement and payment formalities for empanelment. An additional list of Terms and condition for submitting the financial bids is at Annexure-IX, the agency may

go through before quoting the rates for ITPO. Agency also have to submit the Financial Bid Undertaking as per the format placed at Annexure-VI.

12. Submission of Tender

The tender shall be submitted online. All the pages of bid being submitted online must be signed wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be entertained and bid would be summarily rejected. No correspondence will be entertained in this matter. The Security agencies will be empanelled on the basis of the technical bids only. The financial bids may be obtained by ITPO or the third party organizers while hiring the security **staff** from the selected security agencies.

(Eligibility Criterion for Qualification Bid)

1. To qualify in the Pre Qualification Bid, the bidders must fulfill the following Technical parameters /conditions:-
 - a. The Private Security agency may be a company registered in India under the companies Act 2013 or any other previous companies act or a Limited Liability Partnership registered the LLP Act 2008.
 - b. The Agency should be having valid ESI, EPF No, PAN & GST Nos.
 - c. The agency should have an annual turnover of minimum Rs. 50 crores, (Rs Fifty Crores) at least for the last 03 financial years i.e 2020-21, 2021-22 & 2022-23. The Agency should be able to submit CTC of IT Clearance in respect of his/her agency for the above last 3financial years.
 - d. The Agency should possess adequate continuous experience of at least 05 years of Guarding and handling Electronic/Non-electronic gadgets, viz CCTV, Access Control, X-ray baggage scanners and Basic Crowd Management Devices duly certified by the clients.
 - e. Minimum strength of **500** Security Guards should be on the Pay Roll of the Agency.

Currently be providing at least 75 trained security guards per shift at one location in a Govt Dept or PSU in NCR. and the Agency should be able to provide at least 15% Ex-Servicemen and 5% Female Security Guards.
 - f. Agency must be **licensed under Private Security Agency Regulations Act (PSARA), 2005**, for at least 5 years prior to selection, for the State where services are to be rendered, copy of valid license to be uploaded at time of bidding.
 - g. The agency should be in possession of a valid labour license issued by the competent authority in the name of the Agency/ firm under the Contract Labour (R & A) Act 1970 and the Agency will have to procure Contract Labour Licence from Labour Department , Govt of NCT after being awarded the contract within 02 months for the site.
 - h. The Agency should be an ISO certified company.
 - i. The Agency should also have its own training School for training of their personnel deployed duly approved under PSARA 2005.
 - j. The Agency should be capable of providing Armed Guards and should have a centralized 24 hrs manned control room backed up with wireless communication, transport fleet & Quick Reaction Team (QRT).
 - (k) The Agency besides providing Security Services should be capable of monitoring Traffic

Safety, Parking & Trespassing.

- (l) The Agency should be able to provide a Bank Guarantee of Rs 24 lakhs (Rs Twenty Four Lakhs only) during the currency of the contract which will be renewed from time to time as per further renewals of the contract if any.
- (m) The Agency should have an Insurance policy for making good the losses if any.

AGENCIES NOT MEETING ABOVE ELIGIBILITY CONDITIONS NEED NOT APPLY.

If the agency failed to fulfill the eligibility criteria parameters the bid will be rejected summarily.

Non-responsive/incomplete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

The bidder is required to attach/upload signed and scanned copy of the followings document through on-line, failing to provide the mentioned documents the bids may be rejected summarily.

- I. Scanned copy of valid registration with Registrar of Companies or with any other Government body.
 - II. Scanned copy of PAN No, GST number, EPF & ESI registration number.
 - III. Scanned Copy of GST, return/clearance certificate up to date of last quarter.
 - IV. Scanned Copy of Tender acceptance letter (Annexure - III).
 - V. Scanned Copy of Work experience issued by other organisations.
 - VI. Scanned Copy of Work experience with PSU/ Government agency.
 - VII. Scanned copy of documents like payment of Tender cost .
 - VIII. Scanned copy of documents like payment of Earnest Money Deposit.
 - IX. Scanned copy of ISO certificate of the company if held.
 - X. Scanned copy of Balance sheet for the last three years certified (copy) by the Chartered Accountant.
 - XI. Scanned copy of Number of Employees (at least 500) should be certified by a Practicing Chartered accountant.
 - XII. Scanned copy of Non blacklisting certificate in this regard (Annexure -V).
 - XIII. Scanned copy of undertaking for accepting the terms & conditions & scope of work.(Annexure - II).
 - XIV. Scanned copy of the authorization in favour of the person signing the tender document.
 - XV. Scanned copy of valid labour license issued by the competent authority in the name of the Agency/ firm under the Contract Labour (R & A) Act 1970.
 - XVI. Scanned copy of licence under PASARA - 2005
2. The bidders should have business office as well as workmanship in Delhi and NCR area. Under no circumstances, the company, having office only outside of Delhi-NCR would be considered.
 3. In case at later date, if it is noticed/found that the information provided/incorporated in the quotation form is incorrect or false, contractor empanelment would be cancelled.
 4. **The tentative man-power requirement of ITPO is as under:**
 - (i) **Non-Event Days**

Security Guard for Physical security (Un- armed)	115	
Security Guard for Physical security (Armed)	9	
Security Guard for X-ray baggage scanners	24	
Security Guard for operating and monitoring CCTV system	06	
Security Guard for operating spl equipment as UVSS, Boom barrier, Bollards, HHMD, DFMD, DSMD etc.	12	

Security Supervisor experienced in manning of control room	03	
Security Supervisor	03	
Deputy Security Officer	03	
Security Officer	01	
2. Vehicle		
Per day 12 hrs for SUV for patrolling including CNG and driver expenses	02	
Per day motor cycle for patrolling	04	

- The abovementioned tentative manpower number are provided for the purpose of obtaining per head per day rates. However the actual number of manpower may be subjected to adjustment, either increase or decrease, at the sole discretion and requirement of ITPO. The per head per day rates as quoted by the agency, shall be applicable to the actual manpower requirement of ITPO.
- Agency should not quote the rate below minimum wages in any category else entire bid will be rejected.
- In future the rates will be increased in the ratio of percentage increase in minimum wages.
- (ii) **For event Days**
- Security agency should provide manpower for events like IITF, AAHAR etc. required manpower will be deployed as per area and budget. This deployment will be for short period varying from 3 to 15 Days

1.	During IITF	300 – 600 Security guards per day
2.	During other fairs/events of ITPO other than IITF	30 – 350 per day as per size of the fair/event

- The requirement will be raised by organiser of party fairs / events.
 - The security staff of the Private Security agency will work in shifts as per the requirement of ITPO / fair organiser of 3rd party fairs.
5. The incomplete Technical Bid/Empanelment offer received without the supporting documents, the bid would be treated as nonresponsive and thus be summarily rejected.
 6. ITPO reserves the right to reject any/all bid without assigning any reason.
 7. All the pages of terms and conditions of tender form are to be duly signed by authorized signatory of the bidder as a mark of acceptance of the stipulated Terms & Conditions.
 8. The empanelment of Private Security agency's man-power with ITPO shall be subject to Police verification/clearance of its manpower including the proprietor of agency.
 9. Any Change in the format is strictly forbidden and if noticed the bid would summarily be rejected.
 10. The participating agencies would be required to quote their agencies service charge in their bid and which should not be less than 3% of minimum wages of NCT of Delhi as mentioned in Column No. 1 of the Financial Bid otherwise Tender will be rejected.
 11. In the event of the quoted rates of the first two or more agencies in the sequence remains the same, in such a situation the order of preference for the empanelment is vested with ITPO and shall be final & binding.
 12. The successful bidders have to show the original copies and the required documents when called.
 13. **SITE VISIT:** The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid

and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

- 14. CLARIFICATION OF BIDDING DOCUMENTS:** A prospective bidder requiring any clarification of the Bidding Documents may notify ITPO in writing or email at ITPO's mailing address indicated in the Invitation for Bids. ITPO will respond in writing to any request for clarification of the Bidding documents which it receives not later than 05 working days prior to the deadline for the submission of bids prescribed by ITPO. Written copies of ITPO's response (including an explanation of the query but without identifying the source of the query) will be uploaded on e-tendering website. Any clarification or information required by the bidder but same not received by ITPO, five days prior to the bid due date, the same is liable to be considered as no clarification/information required.

15. 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 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 Bid document. Such changes shall be intimated to all the Bidders. In case additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the Bidders.
- e) The issue of this Bid document does not imply that ITPO is bound to select or to appoint any Bidder for the contract and it reserves the right to reject all or any of the Bidders 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 Bid(s) without assigning any reasons whatsoever.

16. Interpretation :

In this Tender Document, unless the context otherwise requires :

- (a) For the purpose of this Tender Document, where the context so admits:
 - (i) The singular shall be deemed to include the plural and vice versa and
 - (ii) Masculine gender shall be deemed to include the feminine gender and vice-versa.
- (b) References to a “**person**” if any shall, where the context so admits, include references to natural persons, partnership firms, companies, bodies, corporate and associations, whether incorporated or not or any other organization or entity including any governmental or political subdivision, ministry, department or agency legal juristic person thereof.
- (c) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- (d) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
- (e) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word "include" and "including" shall be construed without limitation. Any reference today shall mean a reference to a calendar day including Saturday and Sunday.

17. Due diligence:

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid non-responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

18. Period of validity of bid:

- i. Validity period : Bids shall remain valid for 120 day. 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 : In exceptional circumstances, ITPO may solicit the bidder's consent to an extension of the period of validity. The request and response thereto shall be made in writing. Extension of validity period by the bidder shall be unconditional. A bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

19. Cost of bidding :

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

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

- iii. 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.
- iv. All the successful bidder on showing the original documents will be empanelled.
- v. Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.
- vi. ITPO may seek submission of further clarification for documents as based on initial evaluation including verification with original documents.

21. Acceptance & Withdrawals:

The right of final acceptance of the tender **for employment** 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.

ITPO 'S Decision to be final in this regard.

- A firm blacklisted by any Govt. /State Government office will not be eligible to participate in this tender for **empanelment**. In case any such firm obtained **empanelment** by hiding the facts and it comes to the notice of Office later, **empanelment** will be cancelled/ terminated immediately.
- 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 **agencies** and also during the course of the execution of the contract.
- Tenderers/ Bidders are advised to read the tender document carefully and thoroughly before submitting Bid Application, in order to avoid any further disputes and should subsequently satisfy themselves that they meet the qualifying criteria and capability as laid down in the tender documents.
- The final decision would be based on the technical capacity and pricing that does not bind it in selecting the firm offering lowest prices alone. The e-tender shall be submitted neatly and all corrections, over-typing shall be attested with seal and full signature. Tendering/Subsequent award of job shall not in any way entitle the vendor to have any exclusive rights and privileges.
- 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 reserves its rights to cancel or postpone the **empanelment** without assigning any reasons what so ever, for which the **tenders** are invited. The discretion of ITPO shall be final and binding in this regard.
- This tender for **empanelment** 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.

22. Undertaking:

An unconditional undertaking from the Bidder stating the compliance with all the terms and conditions of the Contract/Tender and Technical Specifications of the Bidding Document will be required, since no deviation will be acceptable to ITPO.

Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the rates in words and figures, the rate in words will govern. If the bidder does not accept the correction of errors, his bid will be rejected.

- 24.** The job contract of ITPO in respect of man-power (Private Security staff) requirement during the tenure of this empanelment shall be governed in accordance with the terms & conditions and laws applicable in the country.
- 25.** The ITPO may inspect the facility of the vendors to verify the genuineness and to ensure the conformity with the details given.
- 26.** The financial bid would be called from empanelled agency only by ITPO and the organisers of 3rd party fairs as and when requirement of Supervisor and security guards arises.

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 here in after referred to as DSC . 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. A Helpdesk facility would be available to the prospective bidders on Helpdesk No. 011-2337 1784/1808.

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. The bidders are cautioned to take note of two stages of bid i.e. Technical Bid and Financial Bid, which are to be in two separate stages as explained earlier pages. Any deviations from these may lead to rejection of the bid summarily.
- 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.

5) Incomplete, conditional offer, offer containing vague and indefinite expression such as “subject to immediate acceptance, conditions apply, subject to condition, authorized to participate etc.” will summarily be rejected.

SUBMISSION OF BIDS

1) Bidder should log in to the website 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 as applicable and enter details of the instrument.

4) 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.

5) 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 opener.

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

7) 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.

8) 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.

INDIA TRADE PROMOTION ORGANISATION
Pragati Maidan, New Delhi 110 001

TERMS AND CONDITIONS FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES
WITH INDIA TRADE PROMOTION ORGANISATION, NEW DELHI TO PROVIDE REQUISITE
MAN-POWER ON CONTRACT BASIS TO ITPO AND ORGANISERS OF 3rd PARTY FAIRS /
EVENTS FROM 01st March 2024 to 28th February 2027

A. POINTS TO CONSIDER FOR SELECTION AND SHORTLISTING OF PRIVATE SECURITY AGENCY TO PROVIDE SERVICES:

1. Agency must be **licensed under Private Security Agency Regulations Act (PSARA), 2005**, for at least 5 years prior to selection, for the State where services are to be rendered, copy of valid license to be submitted at time of empanelment.

2. Eligibility to be followed for recruitment:

- a) **Physical** – A person shall be eligible for being engaged or employed as security guard if he fulfills the standards of physical fitness as specified below:
 - i) Height : 170 cms (for female 155 cms).
 - ii) No physical disability or divyang in moving around and vision etc. to be checked.
 - iii) Weight: According to standard table of height & weight, chest 80 cm with an expansion of 4 cms (no chest criterion for female workers shall be followed)
 - iv) Eye Sight: - Far sight vision 6/6, near vision 0.6/0. with or without correction, free from colour blindness should be able to identify and distinguish colour displayed in security equipment and read and understand display in English alphabets.

3. Training

Training as prescribed under PSARA to be completed by all guards from a PSARA prescribed training facility, certificates to be submitted for each worker.

Training Syllabus to cover the following broad areas:

- 1) Basics of security
- 2) Fire training
- 3) Basic First Aid
- 4) Crowd control
- 5) Conduct in public place
- 6) Reading & writing basic
- 7) Maintaining men and materials record
- 8) Frisking and checking of persons entering and exiting a premises
- 9) Emergency protocol
- 10) Operating security Equipments.

Special requirement for various types of security staff will be as follows :-

1. Security guards for Physical security (Unarmed)

- Over 20 to 40 year of age
- To be 10th passed
- Minimum 2 year of experience in security.
- Should have valid Police Verification Certificate
- Preferably a person retired from Uniformed Govt services (Police , Armed forces , CAPF)

2. Security guards for Physical security (Armed)

- Over 20 to 40 year of age
- To be 12th Passed
- Minimum 2 years experience
- Should have valid Police Verification Certificate
- Should have valid gun license.
- Preferably a person retired from Uniformed Govt services (Police , Armed forces , CAPF)

3. Security guards experienced in operating of X-ray baggage scanners

- Over 20 to 40 year of age
- Should be 12th passed
- Minimum 2 year of experience in security.
- Should have valid Police Verification Certificate
- Should have valid certificate of operating Security equipments (Issued by the agency).
- Preferably a person retired from Uniformed Govt services (Police , Armed forces , CAPF)

4. Security guards experienced of CCTV system and monitoring

- Over 20 to 40 year of age
- Should be 12th passed
- Minimum 2 year of experience in security
- Should have valid Police Verification Certificate
- Should have valid certificate of Monitoring CCTV systems (Issued by the agency).
- Should have good computer Knowledge
- Knowledge of CCTV operating & monitoring
- Preferably a person retired from Uniformed Govt services (Police , Armed forces , CAPF)

5. Security Supervisor experienced in manning of Control Room.

- Over 30 to 45 year of age
- Should be 12th Passed.
- At least 2 years relevant experience.
- Should have valid Police Verification Certificate
- Should have good Computer Knowledge.
- Perform Control Room daily operations with high integrity and efficiency.
- Preferably a person retired from Uniformed Govt services (Police , Armed forces , CAPF)

6. Security guards experienced in operating of special security equipments as UVSS, Boom barriers, bollards, HHMD and DSMD etc.

- Over 20 to 40 year of age
- It should be 10th passed
- At least 4 years relevant experience
- Should have valid Police Verification Certificate
- Should be good knowledge of all security equipments.
- Experienced to operate boom barriers and bollards.

- It should be experience to check & operate HHMD and DSMD.
- Preferably a person retired from Uniformed Govt services (Police , Armed forces , CAPF)

7. Security supervisor

- Over 25 to 45 year of age
- Should be 12th passed
- Should have at least 5 year experience in Security.
- Should have valid Police Verification Certificate
- Should have good supervising skills.
- Preferably a person retired from Uniformed Govt services (Police , Armed forces , CAPF)

8. Deputy Security Officer

- Over 30 to 50 year of age
- Should be Graduate
- Should have at least 7 year experience in Security.
- Should have valid Police Verification Certificate
- Should have good supervising skills.
- Preferably a person retired from Uniform Govt services (Police , Armed forces , CAPF)

9. Security Officer

- Over 30 to 55 year of age
- Should be Graduate
- Should have at least 9 year experience in Security.
- Should have valid Police Verification Certificate
- Should have good supervising skills.
- Preferably a person retired from Uniformed Govt services (Police , Armed forces , CAPF)

10. Provision of Patrolling vehicle

- Should be an SUV vehicle
- Should not be more than 10 year old
- Should not have run more than 50000 KM
- Rates should include fuel and driver cost
- All required NOC, Insurance and documents should be updated
- Driver deployed should be in possession of valid driver license
- All repair and maintenance to be done by the agency
- Rate may be given for daily use of 12 hrs upto 80 KM run for full month

11. Provision of motor cycle for Patrolling

- Should be of 150 CC or more capacity
- Should not be more than 05 year old
- Should not have run more than 30000 KM
- All required NOC, insurance and documents should be updated
- May be kept in ITPO premises for 24 hrs for use at any time
- All repair and maintenance to be done by the agency
- Rate should include per day 02 Ltr petrol cost (Total 60 Ltr per month)

4. **Documentation:** - Agency should maintain a register containing, the names, addresses, photographs, along with Police verification reports and biometric details and records of salaries paid to the guards in accordance with Minimum Wage Act and deduction of PF and ESI be made as per prescribed rules. The salary will be paid through bank only under intimation to ITPO.

5. **Uniforms:** Guards should wear his/her uniform while on duty, an arms badge, shoulder or chest badge to indicate his position in the organization, whistle attached to the whistle cord and to be kept in the left pocket, shoes, headgear (which may also carry the distinguisher mark of the agency). They should also carry a notebook, writing instrument, flesh light and batten.
6. **Photo Identity Card:** the photo identity card shall be issued in such form as may be prescribed every security guard or supervisor shall carry on his photo identity card issued, by the security division of ITPO at all times while in ITPO.
7. 10% of the guards should have Defence/ Paramilitary background.
8. The guards should not be addicted to liquor/tobacco/any other intoxicated substance.
9. The guards should be fluent in Hindi and English.
10. In case of requirement of armed guards, the guards should be in possession of Armed License of non-lethal weapon. He must always carry this license while on duty.

Note:

1. After enrolment in the panel, the team of Security Division formed by GM (Security) will also check whether the parameters are being adhered to by security agency or not.
2. In case it is found that security agencies are not following the given parameters, they will be first advised which will be followed by warning. If still the security agency fails to comply with parameters, ITPO is empowered to cancel the empanelment of the security agency.
3. A list of security personal being detail for a fair will be submitted to the organizer and GM (Security) in advance. It should contain all the details about the required documents.
4. The Agency shall not engage any personnel continuously for 16 hours.

B. Performance Security Deposit:

The successful bidders shall be required to furnish Performance Guarantee or Performance Security Deposit of Rs. 24,00,000/- (Rupees Twenty four lakhs only) in the form of crossed demand draft, drawn on any scheduled commercial bank, in favour of the India Trade Promotion Organisation, payable at New Delhi within Ten days after issuing the letter for empanelment in form of insurance surety bond, account payee demand draft, Fixed Deposit receipt from a commercial bank, Bank guarantee (including e- Bank guarantee) from a commercial bank. This receipt is only for successful performance during the period of EMPANELMENT. The performance guarantee will be returned to security agency on request after Six months of successful completion of the EMPANELMENT and after adjusting dues, if any. The decision of ITPO, New Delhi as to the amount determined for deduction from the Security Deposit will be final and binding on the valuer. The Security deposit will not bear any interest.

Also no further interest will be paid by ITPO to the successful bidder on the part of the performance guarantee/ the Security Deposit. Security Deposit in any other form such as cheque or by cash will not be accepted under any circumstances.

C. Forfeiture of Security Deposits:

C1- In case of any breach or lapse on the part of the Agency, ITPO will be entitled to invoke the Security Deposits without any objection from the Agency in any manner. The Security Deposits shall stand forfeited, if a bidder withdraws or amends the bid /tender or fails to sign the agreement (as attached sample) or accept the contract within

the stipulated period.

C2- In case the empanelled Security agency, at any stage fails to provide the man-power requirement of ITPO/ fair organisor as mentioned above would tantamount to the cancellation of the empanelment and the amount of the Security Deposit shall be forfeited in full and in this regard no representation would be entertained thereafter.

D. Payment of wages to deployed Private Security Guards/Supervisor

The empanelled Private Security agencies shall pay minimum wages and other statutory obligation as laid down by the Govt. of NCT of Delhi in accordance with the minimum Wage Notification issued by the Central Govt./ Government of NCT of Delhi from time to time. **The responsibility of timely payment of wages to its employees and compliance of labour law, EPF Law & ESI Law will rest with the empanelled agency.**

E. Rate and Taxes

- i) The GST as applicable from time to time shall be payable by empanelled agency on the total billing. The amount of Goods & Service Tax as calculated by the empanelled agency will be deposited with the concerned Government department and the copy of challan of payments to be submitted along with the bill.
- ii) TDS as applicable from time to time shall be deducted on gross amount of the bill as per rules.
- iii) Taxes extra as applicable will be payable by the empanelled agency as levied by the State/Central Government from time to time.

F. Submission of bills –

The bills shall be submitted to ITPO/the fair organizer and a copy to be sent to ITPO by the agency within one month after conclusion of the event/fair along with following documents:-

- i) Copy of job order
- ii) Copy of attendance sheet
- iii) Copy of challan for Goods and service tax deposited
- iv) Copy of challan of ESI
- v) Copy of challan of EPF
- vi) Form 36 B for EPF
- vii) ECR for EPF and ESI

G. Insurance Cover

- (1) The Empanelled Private Security Agency shall take out comprehensive insurance cover for all the personnel deployed to cover any accident, and copy of same shall be submitted to ITPO.
- (2) The Empanelled Private Security Agency undertakes all responsibilities to keep alive the insurance cover and shall not allow the lapse of such policy at any point of time.

H. Indemnity

Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory 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.

I. Confidentiality

Contractor/Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

J. Intellectual Property Rights

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/Agency and/or their sub-agents/sub-contractors/employees etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Contractor/Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations

K. Compliance with Statutory Laws

All applicable laws (Central/State/Municipal/Local Laws etc.) including labour laws must be complied with/followed by the contractor/agency.

L. Agreement of Empanelment :

The parties to the Agreement i.e. ITPO and successful bidder shall have to enter in to a contract by formal signing of the agreement of empanelment on Rs. 100/- non-judicial stamp paper within one month of the receipt of notification of award empanelment (sample attached at Annexure - X).

M. Termination

- (1) Any breach of the terms and conditions of the empanelment may culminate into termination of empanelment.
- (2) If the services of contractor are not found satisfactory/fail to provide the requisite manpower for fairs, the contractor may be issued **notice three times by ITPO to improve the security performance**, failing to which, a final notice may be issued by ITPO to remove the security agency from the panel and decision of ITPO in this regard will be final.
- (3) ITPO reserve its right to review the performance of the empanelled security agency from time to time and point out the shortcomings. The Security agency shall be under obligation to act upon to rectify/remove the notified short comings. The empanelment of the agency will be terminated on account of their poor performance, or violation of terms and conditions.
- (4) Either party may terminate the agreement by issuing the notice to this effect in writing with clear 30 days excluding first and last holidays.

No claim for any compensation will however be entertained due to such termination prior to the expiry of stipulated period of empanelment

N. Assign & Control (Sub contract)

- (1) No empanelled agency shall be allowed to further assign/sub-assign/sub-contract the requirement of fair organisor without prior approval from ITPO deduced in writing and its breach would lead to de-empanelment.

O. 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.

P. Arbitration

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

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

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

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

Q. Cost of Stamp Duty

The successful bidder shall bear the cost of Stamp Duty payable for execution of this Agreement and in engrossment thereof and indemnify ITPO against any claim arising out of payment of Stamp Duty.

R. Jurisdiction

All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

ANNEXURE-1**INDIA TRADE PROMOTION ORGANISATION (A GOVERNMENT OF INDIA ENTERPRISE) PRAGATI MAIDAN, NEW DELHI-110001.****PRE QUALIFICATION BID**

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

SUB: OFFER FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES WITH INDIA TRADE PROMOTION ORGANISATION, NEW DELHI TO PROVIDE MAN-POWER ON CONTRACT BASIS TO ITPO AND ORGANISORS OF 3RD PARTY FAIRS / EVENTS FROM 01st March 2024 to 28th February 2027

- | | | | |
|-----|--|---|---|
| 1. | Name of the Security Agency | : | |
| 2. | Postal and Registered office Address | : | |
| 3. | Telephone | : | |
| 4. | Fax | : | |
| 5. | Email | : | |
| | (a) Registration No. with Registrar of Co. | : | |
| | (b) ESI Registration Code No. | : | |
| | (c) EPF Registration Code No. | : | |
| | (d) PAN / TIN No. | : | |
| | (e) GST No. | : | |
| 6. | Nature of the organization company | : | Incorporated / Proprietorship Firm / Partnership Firm / Society
(Please enclose copy of the certificate) |
| 7. | No. of Private Security personnel employed | : | (Organizational setup) |
| 8. | Date of start of business | : | |
| 9. | Total work experience in the field | : | |
| 10. | Work experience with ITPO, if any | : | |
| 11. | Annual turn-over of the agency during | : | The last three years reports certified by C.A. |
| 12. | List of companies where applicant had Provided Private Security guards in preceding 3 years (Kindly attach separate sheet) | : | |
| 13. | Labour Contract License No. | : | |
| 14. | Details of Payment of Cost of Tender | : | (i) DD No..... Date.....
(ii) Bank Name & Address |

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

Note: Please upload attested copies of the above documents.

Declaration

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

To,

Sr. Manager (Security)
India Trade Promotion Organisation, Pragati Bhawan
Near Hall No.-07, Pragati Maidan New Delhi-110001

Subject: TENDER FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES WITH INDIA
TRADE PROMOTION ORGANISATION TO PROVIDE REQUISITE MAN-POWER ON CONTRACT
BASIS TO ITPO AND ORGANISORS OF 3rd PARTY FAIRS / EVENTS FROM **FROM 01st March**
2024 to 28th February 2027

Dear Sir,

With respect to the e- tender enquiry, I / We hereby submit my/ our tender in a required on-line format. I / We have adhered to the requirements prescribed by ITPO, New Delhi. I/ We have carefully gone through the guidelines / scope of work/ terms and conditions and prescribed format and I/ We accept the same without any alternations / modifications and in case of any false/ incorrect information found at later date after award of work, I have clearly understood that ITPO would be at liberty to terminate the agreement and proceed with process of black-listing of the bidder for the period as deem fit & proper depending upon graveness of the matter.

Thanking you,

Date:

Place:

Address:

Yours faithfully, (Signature and seal of bidder)

TENDER ACCEPTANCE LETTER
(To be submitted in firm's own letter head)

Date: _____

To, Sr. Manager
 Security Division
 INDIA TRADE PROMOTION ORGANISATION
 Pragati Bhawan, Pragati Maidan, New Delhi – 110001

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: 20(69)/ITPO/SU/2023

Name of Tender / Work: Empanelment of Private Security agencies with India Trade Promotion Organisation, New Delhi to provide the services of skilled Private Security guards and Security Supervisors TO ITPO and ORGANISORS OF THIRD PARTY FAIRS / EVENTS for the period **FROM 01st March 2024 to 28th February 2027** for requirement during fairs held 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:

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 too have also been taken into consideration, while submitting this acceptance letter.

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

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

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found 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-IV**UNDERTAKING**

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

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document, scope of work, 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 are the lowest quoted for any other department in India.
3. I/We give the rights to the Competent Authority of ITPO to forfeit the Security Money deposited by me/us if any delay on our part or fail to undertake contract/information provided by me/us are false.
4. I hereby undertake to undertake contract, as per directions given in the tender notice.

	(Signature of the Tenderer)
Place:	Name of the Signatory: _____
	Name of the Firm/agency _____
Date:	Seal of the Firm/Agency _____

ANNEXURE -V**DECLARATION**

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

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:

Date: __/__/

Signature of the Tenderer _____

Name of the Signatory _____

Name of the Firm/agency _____

Seal of the Firm/Agency _____

Annexure: VI**FINANCIAL BID UNDERTAKING**(To be submitted in firm's own letter head)

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

To,

**Sr. Manager
 Security Division
 INDIA TRADE PROMOTION ORGANISATION
 Pragati Bhawan, Pragati Maidan, New Delhi – 110001**

Dear Sir/Madam,

1. I submit the Price Bid for “empanelment of Private Security agencies with India Trade Promotion Organisation, New Delhi to provide the services of Private Security guards and Security supervisors for the period from **FROM 01st March 2024 to 28th February 2027** for monthly requirement and requirement during fairs held at Pragati Maidan, New Delhi” and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to provide the requisite Private Security staff at the rates as indicated in the price Bid.

Authorized Signatory

(Signature of the Authorized
 Person)

Annexure: VII

**INDIA TRADE PROMOTION ORGANISATION
(A GOVERNMENT OF INDIA ENTERPRISE)
PRAGATI MAIDAN, NEW DELHI-110001**

FINANCIAL BID

(To be submitted online only in a prescribed format for financial Bid)

TENDER FOR EMPANELMENT OF PRIVATE SECURITY AGENCIES WITH INDIA TRADE PROMOTION ORGANISATION TO PROVIDE REQUISITE MAN-POWER ON CONTRACT BASIS TO ITPO AND ORGANISERS OF 3rd PARTY FAIRS / EVENTS FROM **FROM 01st March 2024 to 28th February 2027.**

SCHEDULE OF RATES OF WAGES FOR PER DAY PER PERSON FOR 8 HRS. DUTY

	Description	Aprox Required No.	Per day rate including 12% EPF 3.25% ESI 1% EDLI charges and any other charges including agency charges on basic rate not less than minimum wages applicable for delhi NCR (per day for 08 hrs) in Rupees	Cost per day
1.1	Security Guard for Physical security (Un-armed)	115	Rate not to be filled in paper form	
1.2	Security Guard for Physical security (Armed)	9		
1.3	Security Guard for X-ray baggage scanners	24		
1.4	Security Guard for operating and monitoring CCTV system	06		
1.5	Security Supervisor experienced in manning of control room	03		
1.6	Security Guard for operating spl equipment as UVSS, Boom barrier, Bollards, HHMD, DFMD, DSMD etc.	12		
1.7	Security Supervisor	03		
1.8	Deputy Security Officer	03		
1.9	Security Officer	01		
2	Vehicle			
2.1	Per day rate for 12 hrs for SUV for patrolling including CNG and driver expenses	02		
2.2	Per day rate for motor cycle for patrolling including expenses	04		
	Total			Sum of all

In the financial bid evaluation process, the agency offering the most competitive proposal shall be determined based on the cumulative per day per head charges for security personnel across the abovementioned ranks and charges for vehicles too.

I have read the Terms & Conditions for empanelment of Private Security agencies with ITPO **FROM 01st March 2024 to 28th February 2027**

Place.....

Signature (of authorized signatory only)

Date.....

Name.....

Designation.....

Address.....

Annexure : VIII**INDEMNITY BOND****(On Rs. 100/- Non-Judicial Stamp Paper duly Notarized)**

This Indemnity Bond is executed on this _____ day of _____ 2024 at New Delhi.

I, Smt./Ms. _____ Authorized Director/ Authorized Signatory/ Authorized Representative having authority to sign this Indemnity Bond on behalf of company vide resolution passed by Board of Directors in meeting held on _____ and extract thereof duly signed by the Company Secretary/ Managing Director/ Whole Time Director is attached herein as Annexure-I.

I above named, on behalf of M/s _____, hereby indemnify and shall indemnify, defend and hold India Trade Promotion Organisation (ITPO), Pragati Bhawan, Pragati Maidan, New Delhi-110001, (which expression shall include and mean its successors) Administrators and assigns harmless against any and all proceedings, actions and third party claims whatsoever, whether financial or otherwise at any time during the subsistence of the agreement/ contract and subsequent these to relating to the period of agreement / contract arising out of a breach by bidder/ tenderer/ contractor and any of its sub contractors, agents, employee etc. any of the obligation under this agreement / contract. This also includes any payment already made by ITPO erroneously claimed second time and paid by ITPO in good faith on the basis of duplicate bill under the gauge of losing the original bill. The same shall be refunded within 10 days from the receipt of notice thereof and/or any third party claim for the period of execution of the agreement even after lapse of agreement.

In witness whereof, I _____ Authorized Representative herein above execute this Indemnity Bond in presence of witnesses stated below on day, month and year stated above.

Signature of authorized signatory
(with official seal)

WITNESSES

1. (Signature)

Name: _____ Address: _____

2. (Signature)

Name: _____ Address: _____

“NB: The Executor of this Indemnity Bond shall submit copy of authentic Identity Card and PAN No., which shall be attached with this indemnity Bond. These documents needs to be certified True Copy by the Notary Public.”

Annexure : IX**Additional Terms & Condition for Pvt. Security Agencies applied for empanelment with ITPO and desire to participate in financial bid to provide requisite manpower to ITPO for daily requirement and during the fairs / events organized by ITPO at Pragati Maidan**

Financial bids are invited for hiring of Security Supervisor, Highly Skilled Armed Security Guards and Skilled Security Guards, in specific format, copy enclosed. The wages will be paid as per the Minimum Wages Act, Govt. of India. The rule for the Security Supervisors, Highly Skilled Armed Security Guards and Skilled Security Guards will be applicable as defined by the notification issued by Govt. of India time to time.

The following terms and conditions may be noted/taken in cognizance for submitting the financial bid:

1. Sufficient Walkie-Talkie set for effective communication be provided to the Security Guards on duty by the agency (will be decided in consultation with HoD (Security Division) whose decision shall be final).
2. Smart dresses / uniforms provided by the security agency design, colour and quality of clothing will be approved from the ITPO Management. The quality of cloth should be gabardine.
3. The payment of security staff shall be deposit through bank account/ digitally and copy of receipt by security guards / supervisor shall be submitted every month to ITPO management.
4. The agency shall submit wage bill in duplicate, along with attendance sheet proof of bank remittance to worker's bank account, proof of statutory compliance such as ESI. EPF and GST by 15th of the month. Bill completed in all respect shall be processed within 10 working days of its receipt.
5. In case security guards file any complaint whatsoever against the security agency for non-payment etc., the decision of ITPO management will be final and binding on hired security agency and hired security agency unconditionally undertake to abide by it.
6. ITPO reserves its absolute right to check the deployment of security guards and their presence at designated post in full uniform. The report of SM Security shall be binding on the security agency.
7. The administrative / Agency charge should be prudently quoted by the agency to meet out all the parameters and it may be noted that no complaint for financial loss would be entertained during period of empanelment.
8. The selection of security supervisors and security guards will be done by the Board headed by GM(Security) and in any case, no security guard will be changed without written approval of SM(Security) unless there is sufficient grounds viz. ill health, complaint etc.
9. ITPO exclusively reserves its right for selection of security agency taking in to consideration various parameters / service charges etc. and decision of ITPO shall be final & binding on the bidders.

10. ITPO reserves unequivocal right to de-empanel any / all the empanelled security agency with or without assigning any reason.

11. The empanelled Pvt. Security Agency shall pay minimum wages and other statutory obligations as laid down by the Central Government / NCT of Delhi, whichever is higher, in accordance with the minimum wages notified in Gazette Notification issued by Central Government / NCT of Delhi from time to time. The responsibilities of timely payment of wages to its employees and compliance of labour laws, EPFO, ESI etc., would be that of Empanelled Agency and empanelled agency shall indemnify ITPO against any such claims and/ or not compliance / default of applicable laws.

12. If the rates / administrative charges / other charges etc. come equal for more than one security agency, then the panel will be made on the basis of merit by ITPO management considering the following aspects:

Sl. No.	Parameter	Weightage marks
1.	Past experience	5 -7 Years – 2 Above 7 -9 Years – 4 Above 9 - 11 Years – 6 Above 11- 13Years – 8 More than 13 Years - 10
2.	Strength of employees	More than 700 - 2 More than 900 - 4 More than 1100 - 6 More than 1300 - 8 More than 1500 - 10
3.	No of PSUs using security guards of agency	4 PSUs – 2 5 PSUs – 4 6 PSUs – 6 7 PSUs – 8 8 PSUs - 10
4.	Number of training center run/ owned by the agency	1 Center – 2 2 Centers – 4 3 Centers – 6 4 Centers – 8 5 Centers - 10
5.	Annual Turnover	More than 60 Crore – 2 More than 70 Crore – 4 More than 80 Crore – 6 More than 90 Crore – 8 More than 100 Crore – 10

13. In case the L-1 agency is de-empanelled, the security staff will be hired from the L-2 agency on the basis of financial bid. However, rates quoted by L-1 would be paid by ITPO and bidder accept the same unconditionally.

14. ITPO management reserves the right to go for negotiation to keep more than one security agency into panel.

The following points may be kept in mind while making the financial bid.

i Each bidder shall submit only one bid. if more than one bid submitted, the bids shall be rejected.

- ii. No bids shall be received after schedule date & time for receipt of bids. Hence, it will be rejected and shall not be considered for opening.
- iii. The bids will be opened in the presence of the representatives of the bidders who choose to attend at the time, date and place as mentioned.
- iv. ITPO is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tender process.
- v. Award of contract will be made to the successful evaluated bidder by the committee formed under the Chairmanship of Executive Director / General Manager(Security) and will be given letter of offer accordingly.
- vii. All columns of the commercial bids shall be filled in by the bidder and no column should be left blank, failing which his bid will be rejected.
- viii. Tenders are advised to quote the prices keeping the bye-laws in vogue concerning the present tender. Unreasonable inflated or deflated bids may be avoided. Cutting / alteration / modification made in the bid shall render it invalid.
- ix. CMD, ITPO reserves the absolute right to reject the bid without assigning any reason whatsoever.

Tenderer are requested to submit Financial Bid along with undertaking as in the enclosed format before the scheduled time.

Annexure : X**AGREEMENT**

This Agreement is made at on this day of2024 Between India Trade Promotion Organisation, a company incorporated under the companies Act, 1956 and with its registered office at Pragati Maidan New Delhi (hereinafter referred to as “the Authority”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the one part and , a company /firm incorporated under the companies Act, 1956/ and having its registered office at (hereinafter referred to as “the contractor” which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its sole proprietor, partner, directors, heirs, executors, representatives, successors and or assigns) of the other part.

WHEREAS the Authority has, under Notification No. **20(69)/ITPO/SU/2023**, WHEREAS the contractor has submitted tender for carrying out the work as above as per the tender document page 01 to and has represented that in conformity with his/its obligation contained in the tender as modified by the correction slips and corrigendum contained he/it shall carryout the same truly, faithfully and honestly.

WHEREAS the contractor will carry out the duties as mentioned:

As prescribed under PSARA by all guards from a PSARA prescribed training facility i.e. on broad areas like Fire training, Basic First Aid, Crowd control, Conduct in public place, Reading & writing basic, Maintaining men and materials record, Frisking and checking of persons entering and exiting a premises and Emergency protocols.

WHEREAS the contractor will have the insurance cover as mentioned:

- a) The Empanelled Security agency shall take out comprehensive insurance cover for all the personnel deployed to cover any accident, and copy of same shall be submitted to ITPO.
- b) The Empanelled Security Agency undertakes all responsibilities to keep alive the insurance cover and shall not allow the lapse of such policy at any point of time.

WHEREAS the contractor will submit the bills within one month after conclusion of the event/fair along with following documents:-

- a) Copy of job order
- b) Copy of attendance sheet
- c) Copy of challan for GST deposited
- d) Copy of challan of ESI
- e) Copy of challan of EPF
- f) Form 36 B for EPF
- g) ECR for EPF and ESI

WHEREAS the contractor will comply the mentioned Rates and Taxes:

- a) The Service Tax as applicable from time to time shall be payable by empanelled agency on the total billing. The amount of Service Tax as calculated by the empanelled agency will be deposited with the concerned Government department and the copy of challan of payments to be submitted along with the bill to ITPO.

- b) TDS as applicable from time to time shall be deducted on gross amount of the bill as per rules.
- c) Taxes extra as applicable will be payable by the empanelled agency as levied by the State/Central Government from time to time.

WHEREAS both parties shall abide by the **Arbitration and Conciliation proceedings:**

- a) In case of any dispute, both the parties (i.e. ITPO and the Agency) shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the contract agreement (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to CMD, ITPO for appointment of Sole Arbitrator. The provision of Indian Arbitration & Conciliation act, 1996. (as amended from time to time) shall apply on both parties.
- b) It is also a term of contract that if any fees are payable to the Arbitrator, these shall be paid equally by both the parties.
- c) The venue of Arbitration proceedings shall be the office of ITPO, i.e. Pragati Bhawan, Pragati Maidan, New Delhi.

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

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

WITNESS

1. _____

2. _____