

**India Trade Promotion Organisation  
Administration Division  
(General Section)**

Tender Notice 57-ITPO(18)/GS(Admn.)/2022

Dated : 25.07.2022

**Subject: Empanelment of Agency/Company for providing CNG operated Tempo Traveller (16 Seater with/without AC)/Mini Bus(27 Seater)/CNG Full Bus(47 Seater) for events to be held at Pragati Maidan.**

ITPO invites online Tenders only from Delhi based Bus operators/Govt. approved contractors for providing the services of above mentioned vehicles (Vehicles not older than 2019) during the various events to be held at Pragati Maidan, New Delhi. The said Buses shall be used for commuting visitors to the Trade Fair from the places as specified by ITPO during the fairs/exhibitions and other such destinations within Delhi required as per need basis. The above tender will be applicable for two years and further extended one year after satisfactory report of the company/vendor.

**2. Indicative Critical Date Sheet**

Date of publication of offer	25/07/2022
Bid document start date	25/07/2022
Bid submission start date	25/07/2022
Last date for submission of bid	08/08/2022 latest by 3 p.m.
Date and time for opening of bid	09/08/2022 at 11 a.m.

**3. The detail of the Tender is as under:**

Sr. No.	Name of work	Number of Vehicles required	Period of requirement	Earnest money	Cost of Tender
1	Hiring of CNG operated Tempo Traveller/Mini Buses/Full Buses (AC/Non AC)	6 to 15 (approx)	Various events to be held at Pragati Maidan by ITPO	Rs.76,000/-	Rs.2000/- + GST (non-refundable and non adjustable)

**4. The earnest money can be remitted by way of Demand Draft issued by any Nationalized Bank favouring India Trade Promotion Organisation, payable at New Delhi 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 Organisation
Name of the Bank	Central Bank of India
Branch address	Pragati Maidan, New Delhi – 110 001
Account Number	1167404133
Type of Account	Saving

IFSC Code of the Bank	CBIN 0284078
MICR code	110016150
PAN Number of ITPO	AAATI2955C

**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 Earnest Money Deposit and the Cost of Tender document, must be submitted on or before as per date/time mentioned in the tender to the Deputy Manager/Manager(General Section), India Trade Promotion Organisation, Pragati Maidan, New Delhi -110001.

**6. Opening of Bid**

The Bids will be open as per mentioned in the tender notice. After the online opening of the Technical Bid, the results thereof shall be intimated to the bidder.

**7. Instructions/ Guidelines for submission of Bid- Annexure II**

Tender Document is available for viewing on our official website: [www.indiatradefair.com](http://www.indiatradefair.com) (only for reference). Whereas the E-Tender is to be submitted on our official website: [www.eprocure.gov.in](http://www.eprocure.gov.in)

**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 Number
3. EPF Registration Number
4. Profile of the Applicant and Tender Document,( **Annexure –I**)
5. ESI Registration Number

**9. The Bid shall be submitted only online and in two parts , namely :-**

- (a) Technical Bid
- (b) Financial Bid

**(a) Technical Bid:**

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

- (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 Number
- (v) Signed and scanned copy of EPF Registration Number
- (vi) Signed and scanned copy of Tender acceptance letter as per **Annexure III**

**(b) Financial Bid:**

- (i) Schedule of Price Bid in the form of BOQ\_XXXX.xls.(**Annexure-V**)
- (ii) Scanned copy of Price Bid undertaking (**Annexure IV**)

**10. SCOPE OF THE WORK**

- (i) ITPO needs AC/NON AC Tempo Traveller (16 Seater)/CNG Mini Bus(27 Seater)/CNG Full Bus(47 Seater) for events to be held at Pragati Maidan.
- (ii) The Buses shall be initially deployed during the currency of IITF 2022 or as per requirement /need of the ITPO. The requirement of Buses may be increased or decreased at any time.

#### 11. **Technical Eligibility criteria**

- (i) The registered business office of bidding firm/agency (i.e. the bidder) should be located in Delhi/Delhi NCR Region. The bidder is required to upload the proof of office address along with telephone number during the online bid submission. In case, the firm/agency located outside of Delhi or Delhi NCR Region, their online bid application should be summarily rejected.
- (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 completed/undergoing (one year successfully completed in case of undergoing work) one similar work of volume not less than **Rs.35 lakh in last 5 years** from Govt./Semi Govt./ PSU/other Govt. Bodies. In case of private company, the bidder will also submit TDS in support of the work order.
- (v) The bidder should have ownership of at least **15 Tempo Travellers and 15 Mini/Full Buses** 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.
- (vi) All bidders shall have to furnish EMD(Earnest Money Deposit) **Rs.76000/-** in the form of account pay DD drawn on any nationalized/ scheduled commercial bank in favour of ITPO, payable at New Delhi.
- (vii) The tender fee of **Rs.2000/-+GST**, once remitted, is non-refundable and non-adjustable.
- (viii) The bidder should have valid registration under EPF & MP Act, 1952 and ESI Act, 1948. Copies of valid registration ESI, EPF and CLRA Certificates are duly certified by authorized signatory.
- (ix) The Bidder shall provide the Registration Number (UAN) of each and every employee/drivers who will be deployed in ITPO.
- (x) The permanent employees on the rolls of the bidder including at least two employees having Technical knowledge for executing the similar job/ experience of 5 years should be available to deal the matter.
- (xi) The deployed drivers/staff are hail & healthy and not suffering from any communicable diseases.
- (xii) 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
- (xiii) In case Buses are deployed to operate in outer circle of Pragati Maidan for free shuttle service in such case only **"FREE SHUTTLE SERVICE"** Banner

shall be affixed on front side & back side of bus. The banner shall be provided by ITPO.

(xiv) The operator shall be responsible for providing Buses. 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 Bus operator with a minimum of two years experience of driving buses. The driver shall also carry in original the valid, Pollution under 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.500/-** shall be levied and for every hour on each day of delay, a penalty of **Rs.500/-** which will be levied and shall be deducted from the bills

(xv) In case the operator is not in a position to provide the required buses, on any day as per the schedule date and time, ITPO shall make alternate arrangement by hiring Bus(s) and excess amount if any paid by ITPO, same shall be recovered from the pending bills.

(xvi) Buses along with the Drivers will report at the place of duty/ supervisory officials of General Section, ITPO/ or to the officers concerned as the case may be, at the start of the duty on each day.

(xvii) In case the deployment of the Bus is extended beyond 12 hrs. as per requirement of ITPO, pro rata cost will be paid, as per Tender agreement.

## **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 the compliance with all the conditions of the Contract and Technical specifications of the Bidding document will be required and as since no deviation will be acceptable to ITPO.

(ii) The Bidder should give an undertaking that they are fully in compliance with the existing labour laws.

(iii) Prices quoted will be excluding GST. CST as applicable will be paid separately. The tenderer shall submit documentary evidence of depositing the GST to the authority concerned

(iv) Only online tenders received as per NIT will be considered. Tenders received through any other modes like FAX, and email, shall not be considered. The tenders received after due time and date shall not be considered and shall not be opened.

**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 for bidden to subcontract the work at any stage without prior written approval in working 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 120 days as no change in the annual rates would be considered at a later stage.

(v) Clarifications, if any, may be sought from the ITPO on or before as per tender notice.

(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 the Technical Bid without containing Tender Fee and EMD amount in the prescribed format will be summarily rejected.

(ix) Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.

(x) The company should not be previously blacklisted by any Govt/ semi Govt. organization or PSU. (please furnish undertaking as per format).

(xi) The Bidder cannot make any amendment in the Technical Bid/ Commercial Bid, neither can he impose any conditions. All such conditional /amended bids will be rejected at the discretion of ITPO.

(xii) The bid evaluation would be upon the price which is exclusive of GST. CST as applicable from time to time shall be paid extra. The bidder shall submit documentary evidence of depositing the GST to concerned authority.

(xiii) The agency should be in a position to cater to any additional requirement of ITPO at a short notice.

(xiv) In case the requisite Bus 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.

(xv) 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.

(xvi) ITPO shall not be responsible for damages of any kind for any mishap/ accident/ injury caused to the Bus Driver or any Third person while performing duty for ITPO. All liabilities legal or monetary shall be borne by the Bidder/Business entity exclusively.

(xvii) No parking charges/toll taxes/ entry taxes State Taxes in connection with the contracted official duty will be paid by ITPO.

(xviii) The Bus and Driver/staff will not be changed except with the prior consent of supervisory official of the General Section, 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.

(ii) The quote received will be first evaluated for completeness and responsiveness. Only those bids which are found to be responsive, will be

considered for Technical Evaluation, those bids which are technically qualified will be considered for financial ranking. Non-responsive / Non- complete bids shall be summarily rejected and no revert or oral communication of the same will be obligatory on the part of ITPO.

**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.
- b) Proof & payment of ESI & EPF for each driver deployed
- c) GST No. 07AAAT12955C1ZX of ITPO while submitting the bill.
- d) In case the document stated para 6(a)(b)& (c) are not enclosed the bills will not be entertained.

(ii) The rates will be inclusive of all taxes (except GST), fees, levies, etc. and any revision in the Statutory taxes, fees, etc will be the responsibility of the Bidder.

(iii) The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

(iv) The maximum amount of penalty will be limited to 5% of the Total contract value.

**17. Period of Contract:** The period of contract initially for 2 years which is extendable for subsequent year upon satisfactory services at the sole discretion of ITPO.

**18. Indemnity:**

(i) The successful Bidder shall, subject to the provisions of the Agreement indemnify the ITPO for an amount not exceeding 1 (one) time the value of Agreement for any direct loss or damage that is caused due to any deficiency in services.

(ii) The Bidder/Tenderer/Contractor shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions 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.* at any time during the subsistence of the Agreement/Contract and subsequent thereto relating to the period of Agreement/Contract, arising out of a breach by Bidder/Tenderer/Contractor and/or its sub-contractors, agents, employees, drivers etc. of any of its obligations under this Tender/Agreement.

(iii) The contractor further indemnify ITPO against any act and omission by the drivers and ITPO shall not be principle employer for the deployed staff.

**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. Signing of Agreement:** Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and the ITPO shall promptly and in no event later than 10 days from the date of acknowledgement of the Letter of Acceptance, sign the

contract. ITPO shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of Contract shall amount to award of contract and the Bidder shall initiate the execution of work as specified in the Contract.

- 21. Expenses for the Contract:** All incidental expenses of the execution of the Contract/ Agreement shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the ITPO.
- 22. Failure to Abide by the Contract:** The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of ITPO.
- 23. 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.
- 24. 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:-
- (i) The qualified Bidder fails to perform any obligation(s) under the Contract.
  - (ii) The bidder is in material breach of the representations and warranties contained in this Contract.
- 25. Resolution of Disputes:** The dispute resolution mechanism shall be as follows:
- (i) In case of dispute between ITPO and the successful bidder, the same shall be resolved through conciliation method.
  - (ii) All disputes between the parties, if not settled through conciliation method, it shall be settled through arbitration proceedings in accordance with the Arbitration & Conciliation Act, 1996. The Arbitrator shall be appointed by the CMD ITPO.
  - (iii) The decision of the arbitrator shall be final and binding upon both the parties; i.e. ITPO and the successful bidder.
- 26. Jurisdiction:** All disputes between the parties herein, arising out of and in relation the Tender Document/Agreement/Contract shall be governed by Indian Laws, subject to the jurisdiction of the courts of New Delhi only.
- 27. 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/Contract/Agreement 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.
- 28. Confidentiality:** Agency/Firm/Contractor 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. Firm/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.

**29. 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.

**30. Performance Security Deposit:** The successful bidder shall have to furnish Performance Security Deposit of **Rs.1,00,000/-(One lakh only)** in the form of account payee Demand Draft drawn on any nationalized or scheduled commercial bank, in favour of the India Trade Promotion Organisation, payable at New Delhi within ten days after placing award of work. This receipt is only for successful performance during the period of contract. The performance security deposit will be returned within sixty days after successful completion of the contract period and after adjusting dues, if any. Also no further interest will be paid by ITPO to the successful bidder on account of performance security deposit. In case firm/agency may wish to deposit the said performance security deposit by way of RTGS/NEFT. The performance security deposit in any other form such as cheque or by cash will not be accepted under any circumstances.

**31. Forfeiture of Performance Security Deposit:** In case of any breach or lapse on the part of the Company/Agency/Firm, ITPO shall be entitled to invoke the Performance Security Deposit without any objection from the Agency/Firm in any manner. The Performance Security Deposit shall stand forfeited, if a bidder fails to sign the agreement or accept the contract within the stipulated period.

**32. 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.

**33. Compliance with Laws:** It shall be the sole responsibility of the Agency to comply with/observe all applicable laws, particularly all the labour laws of India, rules, regulations, orders, directives and guidelines of any Government/Statutory Authority/Regulatory body of India and also obtain/hold licenses/permissions/clearances required for the purpose of this agreement/contract.

**34. DISCLAIMER:**

(i) 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.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

### **General Terms & Conditions: Eligibility Criteria**

- (i) 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.
- (ii) The bidder should be registered under GST and may be provided as a supporting document.
- (iii) The bidder should have completed /undergoing (one year successfully completed in case of undergoing work) one similar work of volume not less than **Rs.35 lakh in last 5 years** from Govt./ Semi Govt./ PSU / other Govt. Bodies. In case of private company, the bidder will also submit TDS in support of the work order.
- (iv) The Bidder shall provide the Registration Number (UAN) of each and every employee who will be deployed in ITPO.
- (v) The permanent employees on the rolls of the bidder including at least two employees having Technical knowledge for executing the similar job/ experience of 5 years should be available to deal the matter.
- (vi) The bidder must deposit interest free earnest money deposit (EMD) of **Rs.76,000/-** in the form of demand draft favoring India Trade Promotion Organisation, payable at New Delhi or through NEFT/RTGS.
- (vii) The processing fee of **Rs.2000/-** once remitted, is non-refundable.
- (viii) EMD of unsuccessful bidder shall be refunded within one month of finalization of Tender.
- (ix) The EMD of successful bidder would also be treated as Performance Guarantee and same shall be `refunded upon successful completion of awarded work and/or after completion of period of service.
- (x) The EMD will be forfeited, (a) If a bidder withdraws his Bid during the period of validity of contract (b) when its conduct is found unsatisfactory (c) Despite repeated requests, fails to sign the contract in accordance with the required terms & conditions specified for successful bidder.
- (xi) The bidder should have valid ESI, EPFO registration of all deployed drivers and other staff, if any, deployed in ITPO.
- (xii) The deployed drivers/staff are hail & healthy and not suffering from any communicable diseases.
- (xiii) 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.
- (xiv) In case Buses are deployed to operate in Pragati Maidan for free shuttle service in such case only **“FREE SHUTTLE SERVICE”** Banner shall be affixed on front side & back side of Buses. The banner shall be provided by ITPO.
- (xv) The operator shall be responsible for providing Bus 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 Bus operator with a minimum of two years experience of driving Buses. The driver shall also carry in original the valid, Pollution Under Control Certificate, Vehicle Insurance, 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.500/-** shall be levied and for every hour on each day of delay, a penalty of **Rs.500/-** which will be levied and shall be deducted from the bills.

(xvi) In case the operator is not in a position to provide the required Buses, on any day as per the schedule date and time, ITPO shall make alternate arrangement by hiring Bus(s) and excess amount if any paid by ITPO, same shall be recovered from the pending bills/Security Deposit.

(xvii) In case No Bus is provided by the operator, the earnest money will be forfeited and the Bid Applicant will be blacklisted by ITPO.

(xviii) Buses along with the Driver will report at the place of duty/ supervisory officials of General Section, ITPO/ or to the officers concerned as the case may be, at the start of the duty on each day.

(xix) In case the deployment of the Bus is extended beyond 12 hrs. as per requirement of ITPO, pro rata cost will be paid, as per Tender agreement.

(xx) The agency will ensure to supply of DLY Cars that vehicles should not be older 3 to 4 years maximum.

(xxi) Vendors should be registered with MSME/Department of Tourism/GST/Department of Labour.

## **CONDITIONS OF CONTRACT**

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD, ITPO, New Delhi and the Operator, together with the documents referred to therein including the conditions, the instructions issued from time to time by the concerned Deputy Manager and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2 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.

3. 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.

4. The Operator shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Buses 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 Buses, 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 Deputy Manager/Manager, General Section, India Trade Promotion Organisation, Pragati Maidan, New Delhi – 110 001, or [generalsection@itpo.gov.in](mailto:generalsection@itpo.gov.in) Tel.No.011-23371749.

(Azam Khan)  
Manager, General Section  
India Trade Promotion Organisation  
Pragati Maidan, New Delhi -110 001

The Manager/Deputy Manager  
General Section, ITPO  
Pragati Maidan  
New Delhi – 110 001

**Subject: Empanelment of Agency/Company for providing CNG operated Temo Traveller (16 Seater with/without AC)/Mini Bus(27 Seater)/CNG Full Bus(47 Seater) for events to be held at Pragati Maidan.**

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 Buses supplied to one or more Govt. Dept./ PSUs(yearwise):  
with Name of the Govt. Dept/PSU
7. Details of Annual turn over during last 3 years. :
  - (i) 2017-18
  - (ii) 2018-19
  - (iii) 2019-20
8. Details of Buses owned by the Company/Firm , :
9. Bank Details of the Applicant
  - (a) Account Number :
  - (b) Nature of Account
  - (c) Date of opening of Account :
  - (d) Name of the Bank :
  - (f) Address of the Bank :
  - (g) IFSC Code :

(h) MICR Code :

10. Detail of Cost of Tender remitted: Rs.2000/-

11. Amount of Earnest Money remitted: Rs.76,000/-

12. 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\_\_\_\_\_)

Address/Branch name\_\_\_\_\_

13. 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

**Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

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

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the



bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

9) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

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 No-0120-4200462, 0120-4001002 , 91-8826246593.

**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 CNG operated AC/NON AC Tempo Traveller/Mini Buses/Full Buses for the year 2022 and onwards at Pragati Maidan and other requirements of ITPO from time to time.**

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 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 corroborating, violated, then your department/ organisation shall without giving any notice or reason therefor 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 UNDERTAKING**

From: (Full name and address of the Bidder)

\_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

Dear Sir/Madam,

1. I submit the Price Bid for **“Hiring of CNG operated AC/NON AC Tempo Traveller/Mini Buses/Full Buses”** for the fairs/exhibitions at Pragati Maidan and other requirements of ITPO from time to time as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid.

Authorized Signatory  
(Signature of the Authorized Person)

**Financial Bid**

Tender Inviting Authority: Dy.Manager/Manager, General Section, ITPO.					
Name of work: Hiring of CNG AC/Non AC Tempo Traveller/Mini Buses/Full Buses					
Contract Number::57-ITPO(18)/GS(Admn.)/2022					
Bidder Name					
<b>PRICE SCHEDULE</b>					
(This BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and values only)					
Sl. No.	Item Description	Item Code /Preferred make	Basic rate in figures to be entered by the Bidder (Rs. P)	Total amount Excluding GST	Total amount in Words
1.	<b>CNG operated Tempo Traveller (16Seater) (Non-AC)</b>	<b>(both in figures and words)</b>			
1.1	8 hrs/80 kms				
1.2	10 hrs/ 100 kms				
1.3	12 hrs/ 120 kms.				
1.4	Rate for each addl. kms.				
1.5	Rate for each addl. hr.				
1.6	Night charges, if any, after 11.00 p.m.				
2	<b>CNG operated Tempo Traveller (16 Seater) (AC)</b>	<b>(both in figures and words)</b>			
2.1	8 hrs/80 kms				
2.2	10 hrs/ 100 kms				
2.3	12 hrs/ 120 kms.				
2.4	Rate for each addl. kms.				
2.5	Rate for each addl.				

	hr.				
2.6	Night charges, if any, after 11.00 p.m.				
3	<b>CNG operated Mini Bus (27 Seater)</b>	<b>(both in figures and words)</b>			
3.1	8 hrs/80 kms				
3.2	10 hrs/ 100 kms				
3.3	12 hrs/ 120 kms.				
3.4	Rate for each addl. kms.				
3.5	Rate for each addl. hr.				
3.6	Night charges, if any, After 11.00 p.m.				
4	<b>CNG operated Full Bus(47 Seater)</b>	<b>(both in figures and words)</b>			
4.1	8 hrs/80 kms				
4.2	10 hrs/ 100 kms				
4.3	12 hrs/ 120 kms.				
4.4	Rate for each addl. kms.				
4.5	Rate for each addl. hr.				
4.6	Night charges, if any, After 11.00 p.m.				

**AGREEMENT**

AN AGREEMENT is made this.....BETWEEN the India Trade Promotion Organisation. A company Incorporated under the companies Act, 1956 and with its registered office at Pragati Maidan New Delhi-110 001, which expression shall include its successor, unless repugnant to or Excluded by the contract here of and assignees of and represented by its Executive Director, ITPO the first party (hereinafter called the Authority) and by its sole proprietor/partners, Managing Director .....(which expression shall be including his/its successor's heirs, executors, representative and or assignees of the second party (hereinafter called the contractor).

WHEREAS the Authority has, under Notification No. ....

WHEREAS the contractor has submitted tender for providing Hiring of CNG Tempo Traveller/Full Buses/Mini Buses as per approved rates and requirements of ITPO, as per the tender document page \_\_\_\_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.

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. \_\_\_\_\_ Party No. 1

2. \_\_\_\_\_ Party No. 2

(Not Required in this case)

Annexure-VI

**Bid Securing Declaration Form**

Tender No.: 57-ITPO(9)/GS(Admn.)/2017 \_\_\_\_\_ Dated: \_\_\_\_\_

To

The Manager,  
General Section,  
India Trade Promotion Organisation  
Pragati Maidan, Pragati Bhawan  
New Delhi-110001

We, the undersigned, declare that:

We, M/s.....(herein referred as bidder) understand that, according to **Tender clause No.11 (v)**, bids may be supported with a Bid Securing Declaration, therefore rather than submitting the **Earnest Money Deposit**.

**Annexure VI of the Tender Document**, bidder render the declaration that:-

**Bidder will automatically be suspended from being eligible for bidding in any contract with the India Trade Promotion Organisation (ITPO) (herein referred as Purchaser) for the period of 5 years**, starting on bid submission closing date, if bidder are in breach of any of the following obligation(s) under the bid conditions:-

- (a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- (b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this Tender Document or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this Tender Document.
- (c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Bidder understand that this declaration shall expire if Bidder are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

**Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Office Seal: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_