



Annexure: I
INDIA TRADE PROMOTION ORGANISATION
E-TENDER NOTICE

Online bids are invited through two bid system for **Operation of Parking area Opp. Gate No.1 near Bhairon Mandir, Pragati Maidan, New Delhi for Seven Months i.e. from 01/09/2021 to 31/03/2022 (Technical & financial Bid).**

Manual bids shall not be accepted.

The detail of tender is as under.

Name of Work	Operation of Parking area opposite Gate No. 1 near Bhairon Mandir, Pragati Maidan, New Delhi
Time for Operation	For Seven months i.e. from 01/09/2021 to 31/03/2022 (Technical & Financial Bid)
Reserve Price	Rs. 47,87,825.00 + applicable taxes
Cost of tender	Rs. 590/-
Earnest Money	Declaration in prescribed Performa

Eligibility criteria

1. Those agencies having minimum experience of having successfully completed one similar works during last seven years ending last day of the month previous to the one in which the tenders are invited.

- a) Three similar works costing not less than 40% of the reserved price, or
- b) Two similar works costing not less than 60% of the reserved price, or
- c) One similar work costing not less than 80% of the reserved price.

- Similar work means operation of parking/scooter stand for PSUs, Municipal Corporations, DMRC, Govt. departments, etc. Certified copy of allotment letters & satisfactorily completion certificates of the job from the concerned officers/ clients may be submitted along with Technical Bid.

2. Having Employees Provident Fund Account No., ESI No., GST No. & PAN No.

3. The condition no. 1 of Notice Inviting Bid (Selection criteria) will not be applicable for the Ex-servicemen Security Agencies employing Ex-servicemen empanelled with Directorate General Rehabilitation and they will be eligible to submit financial bids.

The financial bids shall be opened only those bidders whose technical bids found to be successful and the technically successful bidder shall be communicated separately. The entire process will be evaluated by a designated committee appointed by the Deptt.

The tender documents are available on our website www.indiatradefair.com (for reference only) & www.eprocure.gov.in and same can be down loaded. However, the documents required such as DDs towards Cost of Tender (Demand Draft should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited at the upper level of Hall No. 7 before the close of time for opening the e-tender. The contractor should have PAN Number, GST Number, ESI, and EPF Registration Number. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

GST & TCS as applicable (at present 18.00% & TCS 2%) on quoted amount shall be paid by successful bidder to ITPO separately along with total bid amount & 5% Security Deposit within 5 days after receiving letter of acceptance from ITPO & before taking over possession of the site.

No Part Payment will be accepted.

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INDICATIVE CRITICAL DATE SHEET

Published Date	28/07/2021
Bid Document Download Start Date	28/07/2021
Bid Submission Start Date	28/07/2021
Bid Submission End Date	04/08/2021 at 11.00 AM
Bid Opening Date	05/08/2021 at 11.00 AM

1. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/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>'. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
2. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
3. Tenderer who has downloaded the tender from the ITPO's web site www.indiatradefair.com and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, **shall not modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with ITPO as per prescribed Performance against EMD submitted by the agency.
4. Intending tenderers are advised to visit again ITPO website www.indiatradefair.com and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

Tender cost:

Cost of tender is to be deposited electronically by NEFT/RTGS in the account of ITPO at the below mentioned details or **DD in favour of ITPO payable at New Delhi**. Bidders are required to submit the details of tender cost payment at the time of Bid Preparation.

BANK Details for Tender cost Payment through NEFT/RTGS:

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

5. The Hard Copy of original instruments in respect of cost of tender document must be delivered to **S. K. Gupta, Sr. Manager (Civil) N/F** at the upper level of Hall No. 7, India Trade Promotion Organisation, Pragati Maidan, New Delhi - 110001 on or before bid opening date/time as mentioned in critical date sheet. The technical bid of the agencies shall not be opened for non submission of original payment instrument such as DD/RTGS etc of cost of tender before opening of the bid & also Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD/RTGS etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable. EMD as per prescribed Performa enclosed.

6. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.

Submission of Tender

The tender shall be submitted online in **Two part, viz., Technical bid and Financial bid**.

All the pages of bid being submitted 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 considered. No correspondence will be entertained in this matter.

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

- i) Scanned copy of appropriate value of experience duly supported with Satisfactory Performance Certificate for having worked as parking contractor issued from the government/ public sector/ semi government organisation as per S. No. 1 of Eligibility criteria.
- ii) Scanned copy of PAN No, GST number, EPF & ESI registration number.
- iii) Scanned copy of challans/ statement of payment deposited towards EPF & ESI of workers for the two financial years i.e. 2018-2019 (01/04/2018 to 31/03/2019) & 2019-2020 (01/04/2019 to 31/03/2020)
- iv) Scanned copy of documents like Tender cost & **declaration in prescribed Performa**.
- v) Scanned copy of Tender Acceptance Letter(Annexure III)
- vi) Scanned copy of Price bid undertaking(Annexure IV)
- vii) Scanned copy of minimum annual turnover not less than Rs. 100.00 lacs during last three financial years duly certified by a registered CA. (2017-18,2018-19 & 2019-2020)

Financial Bid

- (a) Schedule of price bid in the form of BOQ_XXXX .pdf.

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 DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee as applicable and enter details of the instrument.
- 4) Bidder should prepare the **Declaration in prescribed Form against 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 opening 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. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) Upon the successful and timely submission of bids (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.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

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.

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

Date:

To,
Sr. Manager (Civil),
ITPO, Pragati Maidan,
New Delhi

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - *Operation of Parking area Opp. Gate No.1 near Bhairon Mandir, Pragati Maidan, New Delhi for Seven Months i.e. from 01/09/2021 to 31/03/2022 (Technical & financial Bid.)*

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) namely: ***Operation of Parking area Opp. Gate No.1 near Bhairon Mandir, Pragati Maidan, New Delhi for Seven Months i.e. from 01/09/2021 to 31/03/2022 (Technical & financial Bid.)*** 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. 1 to 18 (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/ organization too has also been taken into consideration, while submitting this acceptance letter.

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

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

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization 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 or as declared in prescribed Performa against EMD.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure: IV
FINANCIAL BID UNDERTAKING

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

To,

**Sr. Manager (Civil),
ITPO, Pragati Maidan,
New Delhi**

Dear Sir/Madam,

1. I submit the Price Bid for *Operation of Parking area Opp. Gate No.1 near Bhairon Mandir, Pragati Maidan, New Delhi for Seven Months i.e. from 01/09/2021 to 31/03/2022 (Technical & Financial Bid.)* 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 work at the rates as indicated in the price Bid.
4. The GST & TCS will be paid by me apart from the bid amount.
5. **For parking of vehicles (four wheelers/ two wheelers) at the above parking by ITPO employees/ 3rd party organisers, the parking coupons shall be issued to the organisers/ ITPO employees by ITPO & I/ We hereby declare that I/ We will abide by the following:**
 - **I/ We will allow parking of vehicles on the basis of coupons shown to them issued by ITPO. (The sample of coupon shall be provided to the agency).**
 - **I/ We will retain counterfoil of the coupons for reimbursement from ITPO.**
 - **I/ We shall be required to submit the counter foil of the used coupons in the following month in the 1st week for reimbursement.**
 - **On production of the counter foil of the used coupons, the amount will be worked out & reimbursed within 10 working days after submission on the basis of parking rates of the vehicles mentioned in the NIT.**

Authorized Signatory
(Signature of the Authorized Person)

Performa for Earnest Money Deposit Declaration

(To be given on Company Letter Head)

Whereas, I/we.....(name of agency).....have submitted bids for(name of work).....

I/we hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1) If after the opening of tender, I/We withdraw or modify my/our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

Or

(2) If, after the award of work, I/We fail to sign the contract, or to submit performance guarantee/ security deposit before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for ITPO tenders from date of issue of suspension order.

Signature of the contractor

**India Trade Promotion Organisation
(Engineering Division)**

No. 180-ITPO/Parking/Engg/2021-22

Dated: 28/07/2021

Notice Inviting Bid(Selection Criteria)

Subject: Operation of Parking area Opp. Gate No.1 near Bhairon Mandir, Pragati Maidan, New Delhi for Seven Months i.e. from 01/09/2021 to 31/03/2022 (Technical & financial Bid.)

1. Those agencies having minimum experience of having successfully completed one similar works during last seven years ending last day of the month previous to the one in which the tenders are invited. Similar work means operation of parking/scooter stand for PSUs, Municipal Corporations, DMRC, Govt. departments, etc. Certified copy of allotment letters & satisfactorily completion certificates of the job from the concerned officers/ clients at may be submitted along with Technical Bid.
2. Having Employees Provident Fund Account No., ESI No., GST No. & PAN No.
3. The condition no. 1 of Notice Inviting Bid (Selection criteria) will not be applicable for the Ex-servicemen Security Agencies employing Ex-servicemen empanelled with Directorate General Rehabilitation and they will be eligible to submit financial bids.

The financial bids shall be opened only those bidders whose technical bids found to be successful and the technically successful bidder shall be communicated separately. The entire process will be evaluated by a designated committee appointed by the Deptt. The tender documents are available on our website www.indiatradefair.com (for reference only)& www.eprocure.gov.in and same can be down loaded. However, the documents required such DDs/ RTGS/ NEFT towards Cost of Tender (Demand Draft should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited at the upper level of Hall No. 7 before the close of time for submitting the e-tender. The Tenders shall also be accompanied with **declaration in prescribed Performa against EMD**. The contractor should have PAN Number, GST Number, ESI, EPF Registration Number Tender documents may be downloaded from ITPO s web site www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET.

GST & TCS as applicable (at present 18.00% & TCS 2%) on quoted amount shall be paid by successful bidder to ITPO separately along with total bid amount & 5% Security Deposit within 5 days after receiving letter of acceptance from ITPO & before taking over possession of the site.

No Part Payment will be accepted.

Engineering Division

Name of Work: *Operation of Parking area Opp. Gate No.1 near Bhairon Mandir, Pragati Maidan, New Delhi for Seven Months i.e. from 01/09/2021 to 31/03/2022*

TERMS AND CONDITIONS:

(A) Rates allowed to be charged on all days for the period of three months.

S.No.	Description of vehicle	Parking Rates of vehicles
1	Buses/trucks	Rs.400.00 per entry
2	Car/Jeep/Van	Rs. 40.00 up to one hour/ Rs. 80.00 up to two hour and after two hours Rs. 120.00
3	Scooters/Motor Cycles:	Rs. 20.00 up to one hour/ Rs. 40.00 up to two hour and after two hours Rs. 60.00
4	Bicycles	Rs.5/- per entry

Note: - Tenders submitted without following e tendering procedure as mentioned above would be summarily rejected.

1. The possession of the site will be taken over from Deputy Manager (Civil) concerned, Engg. Division, ITPO after paying the bid amount & applicable taxes, Security Deposit & without possession & permission it will be treated as unauthorized possession & contractor will be liable to pay damages charges and penalty for such period. After expiry of the contract the Vacant possession of Parking Site will be handed over to ITPO by the contractor. ITPO will provide Security persons from the date of expiry of the contract & no parking will be allowed to be operated by the contractor after contract expiry date. If any vehicle is found inside the parking the proportionate parking amount will be recovered from the Security Deposit of the contractor till the date of making Parking completely vacant & handing over the vacant possession to ITPO.

2. The land shall be used for the bonafide use for the parking of vehicles and not for any other purpose. No extra area of the land shall be occupied. Such un-authorized occupation will invite damage charges and a surprise inspection of the site may be carried out within the possession period by the ITPO officers.

3. The contractor shall be responsible for maintenance of noise level within the permissible limits.

4. The ITPO reserves the right to terminate the contract at any time and proportionate charges shall be refunded to agency without assigning any reason.

(a) That the possession of the site shall automatically rests with the ITPO on the Expiry of contracts or earlier if terminated.

(b) The drawing/map showing above parking area is enclosed herewith for which the bids are invited.

5. Highest bidder/successful bidder shall have to deposit within 5 days of receiving latter of acceptance from ITPO a Demand draft/FDR-Pledged in favour of ITPO for an amount to 5% of bid amount. The FDR pledged in favour of ITPO should have validity for eighteen Months. This amount is apart from Bid amount. This amount/FDR will be returned after one year of completion & after adjusting claims/damages charges if any.

6. In case of overcharging the parking rates/fee, the contract shall be terminated without any notice and no refund will be made in this.

7. The contractor will make own arrangements for watch and ward of the vehicles parked at the site and ITPO will not responsible for any damage.

8. The contractor provide token/printed tickets and other equipments to staff necessary for the proper running of the contract at your own cost.

9. The contractor will not sublet the parking space to any person and shall not be allowed to take any person in partnership.

10. The contractor will not be allowed to undertake any kind of auto repairs/cycles repair in the parking area
11. Parking of trailers and containers are strictly prohibited in this area.
12. If any vehicle is left at the stand after termination of the day (show) you will be responsible to deposit the same with area Police Station after lodging report in this regard.
13. In case of any theft or damage of any vehicle from/in the above parking area, the contractor will be responsible for the same and ITPO will not be having any liability whatsoever.
14. The contractor shall be responsible for the safe custody of the notice **boards of size 4'x 8' displayed by the ITPO** displaying schedule of rates and address with contact phone number to ensure that the rates etc. are not tampered with/ altered/ erased/ covered by any reasons. Any such laps viz. removal of boards and the tampering with altering/ erasing/ covering by anything on the boards, failing which penalty will be imposed of Rs.5000/- each board.
15. The staff employed by the contractor for parking lot should be in proper Uniform with printed names on the Shirt. The contractor shall be responsible to ensure that his workers perform duty in Uniform and display their names plate on the pocket of their shirt and they come in neat and clean uniform. The cost of the uniform and nameplates etc. will be borne by the contractor.
16. The safety and security of the electrical poles, fitting and fixture including cable shall be ensured by the parking contractor and ITPO will not pay any amount. If these items found damaged or theft, recovery shall be made from the contractor.
17. The contractor will provide adequate manpower to effectively run the services as mentioned above.
18. The cleaning of the parking area shall be done by the contractor and ITPO will not pay any amount.
19. The approved/selected contractor will have to enter into a written agreement on **Rs.100/-** stamp paper with ITPO for honouring all aspects of fair trade practices in executing parking contract.
20. The CMD ITPO, reserves the right to cancel/ reject full or any part of tender which do not fulfill the conditions, stipulated in the tender.
21. The contractor shall use hand machine for issue of printed ticket indicating date & time.
22. The contractor shall ensure bay number for parking of vehicles on the face of issued parking tickets.
23. **That ITPO's vehicles/exhibitors' vehicles will have priority for parking.**
24. Violation if any of the above terms and conditions will render you liable for cancellation of the allotment.
25. **The agency will make arrangements for receiving the parking charges through Digital mode i. e. Credit cards, Debit cards & mobile banking apart from receiving cash payment.**
26. The quoted amount for full period along with GST & TCS & 5% Security Deposit shall be paid by successful bidder to ITPO within 5 days after receiving letter of acceptance from ITPO. No Part Payment will be accepted.

M/S-----

Subject:- *Operation of Parking area Opp. Gate No.1 near Bhairon Mandir, Pragati Maidan, New Delhi for Seven Months i.e. from 01/09/2021 to 31/03/2022*

AGREEMENT

This Agreement is made on this the _____ day of _____, 20--- at _____,

BY AND BETWEEN

INDIA TRADE PROMOTION ORGANISATION, a Government of India Enterprise, having its office at Pragati Bhawan, Pragati Maidan, New Delhi – 110 001 (hereinafter referred to as "ITPO", which expression shall unless it be repugnant to the meaning and context hereof shall mean and include its affiliates, representatives, administrators, successors and assigns), through its _____;

AND -----, son of _____, resident of ----- (hereinafter referred to as "Second Party" which expression shall unless it be repugnant to the context or meaning thereof, shall mean and include its successors, permitted assigns).

ITPO and Second Party shall hereinafter collectively referred to as "Parties" and individually referred to as a "Party" **RECITALS:**

(A) ITPO is a nodal agency of the Government of India for promoting the Country's external trade. ITPO has played a proactive role in catalyzing trade, investment and technology transfer processes. Its promotional tools include organizing of fairs and exhibitions in India and abroad, Buyer-Seller meets, Contact Promotion Programmers, Product Promotion Programmers, Promotion through Overseas Department Stores, Market Surveys and Information Dissemination.

(B) Second Party is engaged in the business of and is qualified, competent and experienced in the operation and maintenance of the parking lots.

(C) ITPO is in possession of the parking area, opposite gate no. 1, near Bhairon mandir, Pragati Maidan, New Delhi ("Parking Lot") and ITPO vide Notice Inviting Tender bearing no. ----- ("Notice") has invited a tender for auction of a Parking Lot for operation and management of the said Parking Lot for a period from -----

(D) Pursuant to the said Notice, Second Party, among others, submitted its technical and financial bid. The selection committee of the ITPO, after evaluating all bids, recommended for selection of the Second Party for the operation and management of the said Parking Lot

(E) The Parties wish to record their understanding in this Agreement which shall govern their relationship and other mutual arrangements between the Parties.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, representations, conditions and agreements contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties record their agreement as follows:

1. Definitions and Interpretations

1.1 Definitions

"Agreement" shall mean this Agreement including any and all schedules, annexure and exhibits attached hereto and any subsequent amendments made in accordance with the provisions of this Agreement.

“Applicable Law” means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation rules, regulations and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court of record or any appropriate authorities, as may be in force and effect during the subsistence of this Agreement. “Parking Lot” means parking area opposite Gate No. 1, near Bhairon Mandir, Pragati Maidan, New Delhi. The Layout Plan of the Parking Lot has been annexed herewith as Annexure I to this Agreement.

1.2. Interpretation

1.2.1 The descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the contents thereof and shall not be used to interpret the provisions of this Agreement;

1.2.2 The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to any Person or Persons or circumstances except as the context otherwise permits;

1.2.3 The terms “hereof”, “herein”, “hereto”, “hereunder” or similar expressions used in this Agreement mean and refer to this Agreement and not to any particular Article or Clause of this Agreement. The terms “Clause” or “Sub-Clause” mean and refer to the “Clause” or “Sub-Clause” of this Agreement so specified;

2. APPOINTMENT AND SCOPE OF WORK

Upon the terms and subject to the conditions of this Agreement, Second Party shall provide services to ITPO in the following manner and to the following extent:

2.1 Second Party is hereby appointed by ITPO and Second Party accepts the appointment to render the services and performance of its obligations in accordance with the terms and conditions this Agreement.

2.2 During the term of this Agreement, Second Party shall be responsible for management and operation of the Parking lot in accordance with the terms and conditions of this Agreement.

2.3 Second Party shall use the Parking Lot only for the bonafide use for the parking of vehicles and not for any other purpose. No extra area of the land shall be occupied by the Second Party. In case of any unauthorized occupation of the land other than the Parking Lot, ITPO shall have a right to terminate this Agreement forthwith.

2.4 Subject to the terms and conditions mentioned in clause 4, Second Party shall ensure the safety and security of the Parking Lot and all the personnel employed for the aforesaid purpose. In case of any theft or damage to any vehicle parked in the Parking Lot, the Second Party shall be responsible for the same and ITPO shall not be responsible for the same in any manner whatsoever.

2.5 Second Party shall keep accurate and complete records of operating data and activity.

2.6 Second Party shall be responsible to make its own arrangements for watch and ward of the vehicles parked at the Parking Lot and ITPO will not be responsible for any damage to the vehicles parked at the Parking Lot.

2.7 Second Party shall provide token(s)/printed ticket(s) and other equipments to the personnel employed at the Parking Lot required to perform their obligations as mentioned in this Agreement. The Second Party shall not charge more than the parking rates/fee (as mentioned in Annexure II of this Agreement) for the parking of the vehicles at the Parking Lot. In case, Second Party charges more than the parking rates/fee mentioned in Annexure II to this Agreement, then ITPO shall have a right to terminate this Agreement.

2.8 Second Party shall be responsible for the safety and security of the electrical poles, fitting and fixtures including cables at the Parking Lot in case any of these items found damaged, the Second Party shall be responsible to make it good at its own cost and expense

2.9 Second Party, at its own cost and expense, shall be responsible for the cleanliness and maintenance of the Parking Lot up to the satisfaction of ITPO.

2.10 ITPO's vehicles/exhibitors' vehicles will have priority of parking.

3. PERSONNEL EMPLOYED AT THE PARKING LOT

3.1 Second Party shall ensure and be responsible for the following at the time of employment of its personnel at the Parking Lot:

- (i) Before deputing the Personnel at the Parking Lot, Second Party shall conduct background investigation (identity verification and criminal history check) of each personnel and provide a copy of the background investigation report to ITPO.
- (ii) Second Party shall not depute any personnel at the Parking Lot whose identity could not be verified or who has a criminal history or who was dismissed from the previous employment on the ground of indiscipline/behavior.
- (iii) Second Party shall, upon request of ITPO, furnish such reports and information as required by ITPO. If ITPO receives any unsuitable report regarding Second Party's personnel employed at the Parking Lot, the person will be immediately removed from the Parking lot and shall be replaced with other personnel to the satisfaction of ITPO.
- (iv) Personnel employed by Second Party at the Parking Lot shall conform to such rules and regulations and shall perform such other duties as may be instructed and issued by ITPO from time to time.
- (v) All Personnel employed by the Second Party at the Parking Lot shall be dressed in proper and clean uniforms with their name printed on their shirts.
- (vi) Second Party will supply to all its personnel, at its own cost and expense, all equipments, including but not limited to torches, batteries and other equipments as is mutually agreed upon between the Parties.

3.2 Second Party hereby agree and acknowledge that all the employees/persons employed at the Parking lot are employees of the Second Party and not ITPO and ITPO shall have no obligations towards such persons and Second Party shall keep ITPO indemnified against all claims loss or damage brought to or suffered on this account.

3.3 Second Party shall obtain all permits, approvals and Licenses required under the Applicable Laws, if any, necessary to give effect to this Agreement. This Agreement constitutes a legal, valid and binding agreement/ obligation of the Second Party enforceable in accordance with its terms and conditions. Second Party shall comply, including but not limited to the following statutory Laws, Rules, Regulations and Statutory obligations of Government of India, Government of Delhi and other statutory bodies, for performance of its obligations under this Agreement:

- (i) The Payment of Wages Act / Rules 1936
- (ii) Employees Provident Fund Act / Rules 1952 & EPF 1995,
- (iii) The Contract Labour (Regulation & Abolition)Act / Rules 1970
- (iv) Workmen's Compensation Act / Rules 1923,
- (v) Motor Vehicle Act / Rules 1988
- (vi) Minimum Wages Act / Rules 1923,
- (vii) Employees State Insurance Act/Rules,
- (viii) Any other Act / Rule / Regulation imposed by the Central Government, State Government, municipality, Notified Area Council or Gram Panchayat during the execution of contract shall also be applicable. Second Party indemnifies ITPO against any action, loss or damage due to non compliance of any of the statutory obligation, for which Second party shall solely be responsible/ liable. In case of failure on the part of Second Party to comply with the provisions of any of the above mentioned Act / Rule / regulation and amendments thereof, ITPO shall have the right to deduct the amount and/or retain some amount, as deemed fit till Second Party complies with the provisions.

3.4 Second Party shall employ requisite number of personnel for carrying out the services at the parking Lot. Second Party shall take proper insurance to cover accident / death and payment of compensation under Workmen Compensation Act. ITPO shall have no obligations towards such persons and Second Party shall keep ITPO indemnified against all claims loss or damage brought to or suffered on this account.

4. CHARGES

4.1 Second Party shall pay an amount of Rs. ----- to ITPO by way of Demand Draft, at the time of signing of this Agreement towards permission granted by ITPO to the Second Party to operate the Parking Lot for the period from -----

4.2 **GST, TCS or any other tax as applicable shall be paid by the Bidder to ITPO in addition to the Bid amount before taking over possession of Parking site.**

5. SECURITY DEPOSIT

The Second Party shall, on or before taking over the possession of Parking site & signing of this Agreement, deposit and keep deposited with ITPO a security deposit for a **sum of 5%** of bid amount which the Licensor shall hold as interest free Security Deposit (hereinafter referred to as the "Security Deposit") for due, satisfactory and complete performance of all the terms and conditions of this Agreement. The Security Deposit may be refunded by ITPO to the Second Party after the termination of this Agreement, after adjusting claims, expenses and/or damages suffered by ITPO

6. Warranties, Representations and Covenants

Second Party hereby assures, represent, warrant and covenant with ITPO that: -

6.1 Second Party has full right, power and authority necessary to enter into, deliver and perform its obligations under this Agreement.

6.2 The execution, delivery and performance by the Second Party of this Agreement has been duly authorized, besides the Second Party has obtained other approvals, if any, necessary to give effect to the above. This Agreement constitutes a legal, valid and binding agreement/ obligation of the Second Party, enforceable in accordance with its terms.

6.3 The execution and delivery of this Agreement does not, and the consummation of the transactions contemplated hereby, will not (a) require the consent of any third party,

(b) violate or result in a breach under any agreement, statute, regulation, rule, order, judgment, decree or other legal requirement applicable to the Second Party, and (c) constitute an act of bankruptcy, preference, insolvency or fraudulent conveyance under any bankruptcy act or other applicable law for the protection of debtors or creditors.

6.4 Second Party shall perform the services in a manner compliant with prudent professional practices, Applicable Laws, and applicable procedures and safety requirements.

6.5 Parking Lot shall be used for the bonafide use for the parking of vehicles and not for any other purpose. No extra area of the land shall be occupied by the Second Party. In case of any unauthorized occupation of the land other than the Parking Lot, ITPO shall have a right to terminate this Agreement.

6.6 No interest of any kind whatsoever whether by way of tenancy, lease, sub-lease or otherwise is being created in favour of the Second Party in the said Parking Lot or any part thereof.

6.7 Second Party shall not sublet full or any part of the Parking Lot to any other person and shall not be allowed to undertake any kind of auto repairs/cycle repair in the Parking Lot.

6.8 Parking Lot shall at all times be under the control and supervision of ITPO. ITPO shall retain possession of the said Parking Lot and shall have the right to direct the mode and manner of the said use of the said Parking Lot. Further, ITPO shall at all times retain free and unobstructed right of ingress and egress to the Parking Lot including, without limitation, access for inspection and to carry out repairs, alterations and additions at all reasonable time with prior appointment.

6.9 Second Party will not carry out any construction and/or alteration or addition in the said parking Lot without prior written approval from ITPO.

6.10 There is no action, suit, proceeding or investigation pending or threatened against the Second Party which questions the validity of this Agreement or the right of the Second Party to enter into this Agreement, or to perform its obligations contemplated hereby.

6.11 Second Party shall not undertake any activity in the Parking Lot except the activities specifically covered under this Agreement.

6.12 Second Party shall immediately handover the vacant possession of the said Parking Lot to ITPO on contract expiry date or at the time of termination of this Agreement, whichever is earlier.

6.13 After expiry of the contract the **Vacant & clean** possession of Parking Site will be handed over to ITPO by the contractor. ITPO will provide Security persons from the date of expiry of the contract & no parking will be allowed to be operated by the contractor after contract expiry date. If any vehicle is found inside the parking the proportionate parking amount will be recovered from the Security Deposit of the contractor till the date of making Parking completely vacant by the contractor & handing over the vacant possession to ITPO.

6.14 Second Party shall abide, observe and follow all the terms and conditions of this Agreement including, without limitation, Terms and Conditions of the Tender issued by the ITPO, the conditions stated in the Award Letter and any other rules and regulations issued by ITPO from time to time.

6.15 Second Party hereby agrees to indemnify, defend and hold ITPO harmless from and against all liabilities, obligations, losses, expenses, costs, claims and damages asserted against, imposed upon or incurred by ITPO by reason of or resulting from any breach or inaccuracy of any representation, warranty or covenant of the Sellers set forth in this Agreement or any other breach of this Agreement by the Second Party. The indemnification rights of the ITPO under this clause is independent of, and in addition to, such rights and remedies as ITPO may have at law or in equity or otherwise, including the right to seek specific performance, rescission, restitution or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

6.16 The agency will take effective necessary measures to prevent spread of COVID-19 epidemic and will implement of various measures issued by government time to time while ensuring maintenance of essential services such as operation of parking/ housekeeping/ conservancy services & health infrastructure etc.

6.17. The period for operation of parking as mentioned in the NIT is seven months i.e. from 01/09/2021 to 31/03/2022; however if the work is not awarded to the agency before 01/09/2021, the proportionate amount as per their financial bid shall be deposited by the agency before taking over the possession of the site.

6.18. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

6.18.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

6.18.2. The date of commencement of the event of Force Majeure;

6.18.3 The nature and extent of the event of Force Majeure;

6.18.4 The estimated Force Majeure Period.

6.18.5 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

6.18.6. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

6.18.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

6.19.1. The *basement parking of IECC complex below Hall No. A3-A5 shall be available with ITPO from 01/09/2021.*

6.19.2. Considering the availability of parking of IECC complex, the agency may visit the IECC site before quoting their bids.

6.19.3. Please note that the tender, in question is for Bhairon Mandir Parking only.

7. Term and Termination

7.1 The present agreement shall be operative and in force for a period of Nine months

7.2 ITPO shall have the right to terminate this Agreement by giving thirty (30) days prior written notice to the Second Party without assigning any reason to the Second Party.

7.3 In the event, the land of the said Parking Lot is required or taken from ITPO by any Government Authority including forest department under any Applicable Laws, then in that case the said Agreement shall automatically stand terminated and Second Party have no right to claim any damages, cost or expenses etc. from ITPO in any manner.

7.4 In the following events, ITPO shall have the right to terminate this Agreement with immediate effect without notice. These events shall be deemed non-curable and ITPO shall not be required to give any notice to the Second Party of default with respect thereto:

(a) Second Party is in Material Breach of its obligations under this Agreement and, in the case of such breaches capable of being remedied, fails to remedy that breach within seven days of receiving notice of such breach from ITPO (such notice to specify that it is given under this Article); or

(b) Second Party or its personnel/ representative/ affiliate takes any action which leads to or which has the potential to adversely affect the reputation or goodwill of ITPO, its affiliates, associates, promoters, directors and key personnel;

(d) Second Party fails to obtain, renew or maintain any license, registration, or approval required by law in connection with the execution of the obligations under this Agreement, or if any such license, approval or registration shall be revoked, suspended, terminated, or shall otherwise expire.

(f) In case of over charging of the parking rates/fee (as mentioned in Annexure II of this Agreement) by the Second Party.

(e) if Second Party violates any Applicable Law or regulation.

7.5 Termination of this Agreement under any of the clauses 7.2 to 7.4 above or its expiration shall deem to have resulted in the termination of the entire Agreement and the following consequences shall follow:

(i) ITPO will be entitled to encash the Bank Guarantee deposited by the Second Party by way of Security Deposit with ITPO.

- (ii) Second Party shall handover the Parking Lot immediately to the ITPO without any demur or protest.
- (iii) ITPO shall have powers to engage other contractors for the remaining period of the Agreement and shall have the right to recover from the Second Party the excess expenditure, if any, incurred by ITPO for fulfilling the obligations of the Second Party under this Agreement.

7.5 Termination of this Agreement shall not affect the rights, liabilities and obligations accrued before the termination of this Agreement including, without limitation, liability for losses or damages suffered by ITPO owing to breach of this Agreement by the Second Party.

8. Dispute resolution

The Parties shall attempt in good faith to resolve any disputes, differences or claims arising out of or relating to this Agreement ("Difference") promptly by negotiation between the Parties. In the event the Parties fails to settle/resolve the disputes amicably within 30 days, then the same shall be referred to and settled by a sole Arbitrator to be appointed by CMD, ITPO. The Arbitration proceedings shall be conducted at New Delhi, India in English Language in accordance with the Indian Laws (both Substantive and Procedural) under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time. The arbitration award shall be final and binding on the Parties.

9. Governing Law This Agreement being signed at Delhi shall be governed by and construed in accordance with the laws of India. The Courts at Delhi shall have the exclusive jurisdiction to determine any question, issue, dispute or claim between the parties including any application to be made under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time.

10 Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction or any other authority (including the Arbitrator appointed under clause 8 hereof) to be invalid, illegal or otherwise unenforceable, such term or provision shall not affect the other terms or provisions of this Agreement or this Agreement as a whole, but such term or provision shall be deemed modified or deleted to the extent necessary, to render such term or provision enforceable. Upon such modification, the rights and obligations of the parties shall be construed and enforced in accordance with such modification, preserving to the fullest permissible extent the intent and agreements of the parties set forth in this Agreement.

11. Non-Assign ability

Second Party shall not be entitled to assign or transfer all or any of its rights and/ or obligations under this Agreement, in any manner whatsoever without the written consent of ITPO. Any assignment of this Agreement by the Second Party may not abridge the rights of ITPO under this Agreement. It is clarified that any change in the ownership, control or management of the Second Party shall be deemed to be Assignment for the purposes of this Agreement.

12. Waiver

The waiver by ITPO of a breach of violation of any provision of this Agreement by the Second Party, shall not operate or be construed as a waiver of any subsequent breach or violation thereof.

13. Entire Agreement

This Agreement contains the entire and only agreement between the parties hereto and cancels and supersedes all pre-existing proposals, agreements, and/or understandings between the parties respecting the subjected matter hereof, and any representation, promise, or condition in connection therewith not incorporated herein is cancelled and shall not be binding upon either party. This Agreement may not be released, discharged, abandoned, changed, modified, amended, or renewed in any manner, except by written agreement signed by both parties.

14. Notices

Any notice required or permitted to be given hereunder shall be in writing and may be given by registered airmail, facsimile transmission or cable to the following address:

- (a) India Trade Promotion Organization
Pragati Bhawan,
Pragati Maidan, New
Delhi – 110 001
- (b) M/S-----

IN WITENESS WHEREOF the parties hereto have set their seal and hand on the day and year first written herein above

India Trade Promotion Organization

Through its _____

Mr. _____

duly authorized by its Board resolution dated _____ at _____.

Signed and delivered by

Second Party

Through its _____

Mr. _____

Duly authorized by its Board resolution dated _____ at _____.

IN THE PRESENCE OF:

1.

Signature:

Name:

Address:

2.

Signature:

Name:

Address:

