

INDIA TRADE PROMOTION ORGANISATION

Tender No. ITPO/SD&CSD/Business Centre/2014

Dated:-5th August, 2014

Tender Document for

**“Invitation of Sealed bids for Setting up and Management of Business Visitor Registration
Counters and Business Centre**

During selected exhibitions/ fairs in Pragati Maidan organized by ITPO”

Table of Contents

S. No.	Particular	Page No.
1	REQUEST FOR PROPOSAL	5
2	DEFINITIONS	5
3	DISCLAIMER	6
4	INTERPRETATION	6
5	DUE DILIGENCE	7
6	COST OF BIDDING	8
7	SCOPE OF THE WORK	8
8.	ELIGIBILITY CRITERIA	11
9	PROCESSING FEE	12
10	TENDER EVALUATION COMMITTEE	13
11	UNDERTAKING	13
12	BID PRICES	13
13	PERIOD OF VALIDITY OF BID	13
14	MODIFICATION/SUBSTITUTION/WITHDRAWAL OF PROPOSALS	14
15	SPECIAL TERMS & CONDITIONS	14
16	ACCEPTANCE & WITHDRAWALS	15
17	ITPO'S DECISION TO BE FINAL	16

18	AWARD CRITERIA	16
19	PERFORMANCE GUARANTEE(PG)	16
20	PAYMENT TERMS	16
21	PERIOD OF THE CONTRACT	17
22	NOTIFICATION OF AWARD	17
23	EXPENSES FOR THE CONTRACT	17
24	FAILURE TO ABIDE BY THE CONTRACT	17
25	TERMINATION OF CONTRACT	17
26	GOVERNING LAW	17
27	RESOLUTION OF DISPUTE	17
28	SUBMISSION OF BIDS	18
29	CONTENTS OF TECHNICAL ENVELOPE-1	18
30	CONTENTS OF COMMERCIAL ENVELOPE-2	18
31	AUTHENTICATION OF BID	18
32	VALIDATION OF INTERLINEATIONS IN BID	19
33	SEALING & MARKING OF BIDS	19
34	RESPONSIBILITY OF BIDDERS	19
35	REJECTION OF BID	19
36	LATE BIDS	19
37	OPENING OF TECHNICAL BIDS	20

38	ANNOUNCEMENT OF BIDS	20
39	BIDS NOT CONSIDERED FOR EVALUATION	20
40	OPENING OF COMMERCIAL BIDS	20
41	CLARIFICATION OF BIDS	20
42	COMPLETENESS OF BIDS	21
43	RECTIFICATION OF ERRORS	21
44	REJECTION OF BIDS	21
45	FORCE MAJEURE	21
46	SCHEDULE & IMPORTANT INFORMATION	22
47	TECHNICAL BID PERFORMA	23-24
48	COMMERCIAL BID PERFORMA	25-27
49	CHECK LIST WITH PAGE NUMBER - ANNEX-1	28
50	FORMAT FOR APPLICATION & LETTER OF UNDERTAKING REGARDING ACCEPTANCE OF TERMS & CONDITIONS - ANNEX- II	29
51	FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY – ANNEXURE III	30

India Trade Promotion Organisation
(A Govt. of India Enterprise)
Gate No. 3, Pragati Bhawan, Pragati Maidan
New Delhi – 110001

Tender No. ITPO/SD&CSD/Business Centre/2014

Dated: 5th August, 2014

Sub:- Tender Document for “Invitation of Sealed bids for Setting up and Management of Business Visitor Registration Counters and Business Centre during selected exhibitions/ fairs in Pragati Maidan organized by ITPO”

1. REQUEST FOR PROPOSAL

- Objective

This RFP (Request for Proposal) is issued as a request for selection of **a company for Setting up and Management of Business Visitor Registration Counters and Business Centre during selected exhibitions/ fairs in Pragati Maidan organized by ITPO.**

- The Client - ITPO

India Trade Promotion Organisation (ITPO), a premier trade promotion organization, manages India’s premier trade fair complex, Pragati Maidan in New Delhi. ITPO now intends to select a **company for Setting up and Management of Business Visitor Registration Counters and Business Centre during selected exhibitions/ fairs in Pragati Maidan organized by ITPO.**

For this purpose, General Manager, System Development & Compliance Services Division (SD&CSD), ITPO invites sealed Technical and Commercial bids from eligible companies.

2. DEFINITIONS

“Applicable Law” - means all relevant laws in force and effect as of date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

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

“**ITPO**” - ITPO means India Trade Promotion Organization.

3. DISCLAIMER

The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of ITPO is provided to Investors/Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than selection of a company for **Setting up and Management of Business Visitor Registration Counters and Business Centre during selected exhibitions/ fairs in Pragati Maidan organized by ITPO.**

The recipient agrees that it will cause its Directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above. ITPO does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document. The ITPO also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. ITPO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that ITPO is bound to select a Bidder and ITPO reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

4. INTERPRETATION:

In this Tender Document, unless the context otherwise requires,

(a) For the purpose of this Tender Document, where the context so admits,

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

5. DUE DILIGENCE

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder’s risk and may result in rejection of the bid. ITPO shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

6. COST OF BIDDING

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

7. SCOPE OF THE WORK:

- 7.1 Services for Setting up and Management of Business Visitor Registration Counters and Business Centre during selected exhibitions/ fairs in Pragati Maidan organized by ITPO “and which is required for approx. 5-7 fairs organized by ITPO, at present. The major events organized by ITPO include India International Trade Fair (IITF), Aahar, India International Leather Fair, Printing & Packaging Fair, India International Security Expo, etc.
- 7.2 Exact requirement of quantity of equipments, manpower etc. varies from event to event and the specific number required would be communicated through the work order for each fair.
- 7.3 The number of counters to be set up in each event varies from event to event (approx. number as per last year’s records may be provided by ITPO, to the vendor for reference only)
- 7.4 The total number of visitor/ exhibitor’s badges to be printed in each event also varies from event to event (approx. number as per last year’s data may be provided by ITPO, to the vendor for reference only).
- 7.5 The standard dimension of the badges shall be as follows:-

SIZE	VERTICAL DIMENSION (In centimeters)	HORIZONTAL DIMENSION(In centimeters)
Overall size of the badge	11.50	9.50
Size of the design of fair details	2.60	9.50
Size of the space for Branding/ Advertisements	2.50	9.50

It will be the vendor’s responsibility to ensure compatibility of the printer with the paper size of the badges as indicated in the table above and printing of the same. Software required (If any) for printing of the badges shall have to be developed by the vendor ensuring compliance to the dimension of the badges as indicated above.

- 7.6 Badges may also be required to be printed, a day prior to the start of the event, for which the vendor has to make necessary arrangements of equipments, manpower etc.
- 7.7 Software for data entry of the details of the visitors will have to be developed by the selected vendor based on the parameters/ format of the registration form for each fair. Sample format

of which shall be provided to the vendor well in advance to the start date of the fair/ event. Vendor has to ensure that all the data is entered into the software so developed.

7.8 Registration Counters are erected temporarily for each event outside the gates / on ticketing counters or in foyer of respective Halls, the security of H/w etc. installed at these counters (during the day and night) would be the responsibility of the vendor. In case there is no security arrangement by the vendor, and if the equipments need to be dismantled during the night, ITPO would provide safe location for storage of the equipments during the night, at a single location. But then vendor has to ensure that the equipments are set up and the counter is functional at least ½ hr before the start of the registration time.

7.9 Vendor will ensure supervisors and technical engineers depending on the number and location of the registration counters for smooth functioning and coordination

7.10 The facilities to be provided at Business Centre would include supply and installation of computers/laptops, laser printers, multi function printers, internet connections etc. with Programmer/Computer Operator & staff on hire basis. The computer systems required may range from 4 to 20 or more for various fairs.

7.11 All the computer systems shall be equipped with UPS to ensure power backup mechanisms.

7.12 All the computer systems at one site should be connected in LAN environment so as to ensure centralized database management.

7.13 Vendor will be responsible for supply, setup and oversee of all the hardware and backup systems.

7.14 Vendor should provide professional, courteous and well trained staff onsite.

7.15 Vendor to ensure successful networking at each location so as to ensure centralized database management.

7.16 Vendor to ensure genuine original toner cartridge with the printer and replacement of toner immediately as and when depleted / non working without any extra charges.

7.17 In case the number of items required are more than 5 and in multiples, at least one extra unit of those items are to be provided extra as back up replacement, for which no extra charges shall be paid by ITPO.

7.18 Each computer system provided by the vendor at the Registration counters will be manned by an official having knowledge and skills in data entry with a minimum typing speed of 30 wpm.

7.19 Data Entry Operators will have to follow a dress code as mentioned below, should be well dressed, groomed and must be having a name badge:-

- Dress code for Boys : Formal white shirt with black trousers (with / without a tie)
- Dress code for Girls : Formal white shirt with black trousers (or white Sari with black shirt)

- 7.20 ITPO reserves the right to reject any/all of the data entry operators, if not found suitable/ appropriate for the work.
- 7.21 The official/ data entry operator will enter the data, prepare the badge, handover the same to the visitor after inserting in the pouches and clipping the lanyard. All the data has to be entered onsite.
- 7.22 Each badge will be prepared based on the Visitor Registration Form/ Business Cards, data of these forms are to be captured / entered into the system by the Data Entry Personnel provided by the Vendor on daily basis. Data of the visitors/ physical documents are to be handed over to ITPO official on daily basis by the vendor. In case the data is not captured / entered into the system on the same day of the event, it has to be completed within five (5) working days after the fair / events gets over. In this case, ITPO will provide the space to the vendor, to install its computers and deploy manpower to complete the pending data entry at no extra cost to ITPO.
- 7.23 In order to check the accuracy of the data entered by the vendor, it will be checked and verified by ITPO official (s), before release of any payment to the vendor. Payment would be released only on the basis of the number of records/ number of data of visitors, certified by concerned ITPO official (s).
- 7.24 Visitor/ exhibitor`s data would be sole property of M/s ITPO and secrecy and confidentiality of the data is to be ensured by the Vendor and an undertaking to this effect has to be given. Further, vendor will not take the data in any storage device. All the data of Business Visitors (be in hard copy form or in soft copy form) will be the sole property of M/s ITPO.
- 7.25 At the end of the day, Vendor will provide the list of badges printed through the system / programme which is to be duly certified by the ITPO official (s), incharge, which will form the basis for payment to the vendor. No payment will be made for the badges which are not printed through the system.
- 7.26 Vendor will ensure that there is no discontinuity of the registration during the day (not even during lunch break). Lunch break to the officials working at the counter should be allowed in staggered manner and no person should be absent from the place of duty for more than half an hour on a particular day.
- 7.27 ITPO shall make Tea and Water arrangements for the staff deployed by the vendor.
- 7.28 Stationary such as pens, staplers, stapler pins, markers, A4 size sheets (If required) etc. shall be provided by ITPO.
- 7.29 No boarding & lodging charges shall be paid by ITPO for any purpose.

7.30 Coloured badges specific to each fair would be provided by ITPO.

7.31 Pouches, lanyard for making the badges would be provided by ITPO.

7.32 The data entry screen would consist of a detailed data structure format (alpha - numeric) and around 8 – 10 questions to be entered using the built in dropdown responses / radio button selection. **(the data structure mentioned here is indicative only which may vary from fair to fair depending upon the requirement).**

7.33 **Generation of Report:** Once the complete data is entered, vendor will generate / prepare an analysis report based on the data of visitors and would make it available to ITPO in three sets of coloured print outs and three copies in CD-ROM. The report should present the complete analysis of the visitors, their profile, data wise entry, city wise analysis, country wise analysis, complete analysis of the questions and answers regarding other parameters captured on the registration form. Every analysis has to be presented in a tabular as well as graphical form.

8. ELIGIBILITY CRITERIA

Eligibility criteria for bidders:

1. The bidder should be either a company or a firm. Relevant papers such as copies of original documents defining constitution or legal status, or Certification of Incorporation/Memorandum/Articles of Association/undertaking of being proprietary firm etc. to be provided as a supporting document.
2. The bidder should be registered under VAT or Service Tax. Copies of VAT/TIN and Service Tax registration certificate (any one) may be provided as a supporting document.
3. The bidder should have prior experience of carrying out business registration work, supplying hardware items and data entry operators as indicated in the tender document. Please furnish at least three work orders of the value of atleast Rs. 1, 50,000/- (Rupees One Lakh and Fifty Thousand) or more and three work completion certificates certifying the same, secured by the bidder during the last three financial years.
4. The company should have a minimum annual turnover of Rs. 10.00 lakhs (Rupees Ten Lakhs only) during last three financial years. Audited copy of balance sheet for last three financial years i.e., 2009-10/2010-11, 2010-11/2011-12 and 2011-12/2012-13 are to be provided as supporting document.

5. The Bidder should not be black listed by any Government agency (Please furnish an Undertaking).
6. The bidder should have an office in operation in Delhi/NCR for atleast last 2 years. Documentary proof certifying the same is to be provided by the bidder.
7. The company must deposit Cost of tender document in the form of demand draft or Bank Pay Order for Rs.500/- + 5% DVAT = Rs.525/- in favour of “India Trade Promotion Organisation”, payable at New Delhi.
8. The company must deposit Earnest Money Deposit (EMD) of Rs.15,000/- (Rupees Fifteen Thousands only) in the form of demand draft or Bank Pay Order in favour of “India Trade Promotion Organization”, payable at New Delhi.

9. PROCESSING FEE

- i. Bidders are required to submit non refundable Rs. 500/- + 5% DVAT = Rs.525/-(rupees five hundred twenty five only) towards cost of tender document/processing fee in the form of DD/Bank Pay Order drawn in favour of “India Trade Promotion Organization” payable at Delhi and Rs.15,000/- (Rupees Fifteen Thousand only) as EMD for the bids in the form of Demand Draft or Bank Pay Order in favour of “India Trade Promotion Organization”, payable at New Delhi.
- ii. The processing fee is non refundable.
- iii. The EMD is non-interest bearing.
- iv. Processing fee and EMD should be part of Envelope -1.
- v. The successful bidders’ EMD will be discharged upon expiry of “Offer Validity Period” or upon receiving of Performance Guarantee. EMD of unsuccessful bidders shall be refunded after finalization of Tender.
- vi. The EMD will be forfeited:
 - If a bidder withdraws his bid during the period of validity.
 - Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

10. TENDER EVALUATION COMMITTEE

ITPO will constitute the Tender Evaluation Committee. This committee will evaluate the Bid

Documents submitted by the Bidders.

1. The Tender Evaluation Committee may choose to conduct negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.
2. Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.

11. UNDERTAKING

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 since no deviation will be acceptable to ITPO.

12. BID PRICES

- a) The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format enclosed in this bid document. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.
- b) The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document extra charges if any shall be paid by the bidder only.
- c) All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

13. PERIOD OF VALIDITY OF BID

1. Validity Period

Bids shall remain valid for 180 days after the date of bid opening prescribed by ITPO; ITPO holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

2. Extension of Period of Validity

In exceptional circumstances, ITPO may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

3. Amendment of RFP

At any time prior to the deadline for submission of proposal, ITPO may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/Amendment and posting it on the Official Website.

14. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

1. The Applicant may modify, substitute, or withdraw its proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the ITPO prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the Proposal Due Date.
2. The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
3. Any alteration / modification in the proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

15. SPECIAL TERMS & CONDITIONS

1. ITPO shall reserve the right to verify the operation and performance of Project by the Bidder and the Bidder shall permit ITPO to do so. The ITPO will evaluate the information submitted by the Bidder with regard to Bidder's capacity. The Bidder cannot subcontract the work at any stage without prior written approval from the ITPO.
2. The job would be awarded to the L1 bidder, whosoever declared as L1 bidder, as per the criteria defined in the commercial bid.
3. Annual rates quoted in the Commercial Bid should be valid for 3 years as no changes in the annual rates would be considered at a later stage.
4. Tender document can be downloaded from ITPO's website: www.indiatradefair.com and cpp portal: www.eprocure.gov.in.
5. Tenders with incomplete information are liable for rejection.

6. Tenders not submitted in the format specified as per the Tender document will be summarily rejected.
7. The tenders with the technical bid not containing Tender fee in the prescribed format will be summarily rejected.
8. Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
9. Tenders without the signed copy of the Tender Documents in the respective envelopes will be summarily rejected.
10. The company should not be black listed by any Govt./semi Govt. organization or PSU.
11. The bidder cannot make any amendment in the Technical Bid /Commercial Bid; neither he can impose any condition. All such bids will be rejected at the discretion of ITPO.
12. The agency shall submit the entire data to ITPO and ITPO will process the payment only after receiving the entire data. In no case agency shall take the data away with them for any purpose.
13. ITPO will process the payment for computers/laptops, printer and other peripherals including internet connectivity provided at the Business Centre only after ascertaining their smooth functioning during the respective exhibition.
14. In case of any equipment/hardware failure onsite, providing backup machines shall be the responsibility of the vendor.
15. Rates for data entry operator in the “commercial bid” are being sought for approval purpose. During business visitor registration in any fair, payment would be made based only on the rates for typing of addresses and rates for printing of badges. No separate payment would be done for the data entry operator(s) deployed for the same purpose.

16. ACCEPTANCE & WITHDRAWALS

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

17. ITPO'S DECISION TO BE FINAL

The final decision would be based on the technical capacity and pricing. ITPO does not bind itself in selecting the firm offering lowest prices alone. The tender shall be submitted neatly and all corrections, over-typing shall be attested with seal and full signature. ITPO reserves the right to not to accept lowest price, to reject any or all the tenders without assigning any reason. Tendering/Subsequent award of job shall not in any way entitle the vendor to have any exclusive rights and privileges.

18. AWARD CRITERIA

1. Preliminary Scrutiny: ITPO will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, 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.
2. 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 evaluation. Non responsive/Non complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

19. PERFORMANCE GUARANTEE

A Performance Guarantee (PG) of Rs.15, 000/- would be deposited by the successful vendor by way of demand draft favoring ITPO, New Delhi. PG shall be refunded after successful completion of contractual period i.e. three years. The performance guarantee deposited by the bidder shall be forfeited in case the successful bidder fails to perform its obligations under the contract agreement to be signed between ITPO and the successful bidder. The successful bidder shall be notified in writing prior to forfeiture of PG, if such situation arises.

20. PAYMENT TERMS

Payment shall be released after successful and satisfactory delivery of services at ITPO's premises. ITPO will process the payment on receipt of the bills and as per procedure and terms & conditions in vogue.

21. PERIOD OF THE CONTRACT

The period of contract is for three years which is extendable for subsequent years upon satisfactory services and at the sole discretion of ITPO.

22. NOTIFICATION OF 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 fax. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within 3 days from the receipt of the Letter of Acceptance.

23. 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.

24. 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.

25. TERMINATION OF CONTRACT

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

- The qualified Bidder fails to perform any other obligation(s) under the Contract.
- If the Bidder is in material breach of the representations and warranties contained in this Contract.

26. GOVERNING LAW

The laws of Republic of India shall govern the Tender Document and the Contract.

27. RESOLUTION OF DISPUTES

The dispute resolution mechanism shall be as follows:

- a) In case of dispute between ITPO and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996.
- b) If such dispute arises then either party may forthwith give to the notice in writing of

such dispute to other party and shall be referred to the adjudication of an arbitrator/ conciliator in accordance with Indian Arbitration and Conciliation Act 1996.

- c) The CMD of ITPO will be the competent authority to nominate person/ official who will act as arbitrator/ conciliator.
- d) The decision of the arbitrator/ conciliator shall be final and binding upon both the parties, i.e. ITPO and the successful bidder.
- e) All unresolved disputed matters will have the jurisdiction of Delhi, so far as legal and court matters are concerned.

28. SUBMISSION OF BIDS

Bid should be submitted in two envelopes - Envelop 1 (Technical Envelope) and Envelope 2 (Commercial Envelope). Envelope 1 and 2 should be inserted in third envelope.

29. CONTENTS OF ENVELOPE 1 (TECHNICAL BID)

- i. Technical Bid format on the letter head.
- ii. Checklist of Submissions.
- iii. Letter of Undertaking regarding acceptance of terms and conditions.
- iv. Power of Attorney for the Authorized Signatory.
- v. Documents in support of eligibility criteria 8.1 to 8.6 with page number
- vi. Processing Fee/ Cost of tender document of Rs.500/- + 5% DVAT = Rs.525/-(DD in the name of "India Trade Promotion Organization" payable at Delhi.
- vii. EMD of Rs.15, 000/- in the form of bank draft in the name of "India Trade Promotion Organisation" Payable at New Delhi.

30. CONTENTS OF ENVELOPE II (COMMERCIAL BID)

Price bid as per format.

31. AUTHENTICATION OF BID

The original and all copies of the Bid Document shall be signed by a person or persons duly authorized to bind the Bidder to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person or persons signing the Bid Document shall initial all pages of the Bid Document, including pages where entries or amendments have been made.

32. VALIDATION OF INTERLINEATIONS IN BID

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

33. SEALING AND MARKING OF BIDS

Enclosing of Bid - The copies of the Technical Bid shall be placed in lacquer sealed envelope-I clearly marking it "**Technical Bid**". The Commercial Bid shall be placed in separate lacquer sealed envelope -II clearly marking it as "**Commercial Bid- Do not open with Technical Bid**". The two envelopes shall then be placed in third envelope, which shall also be appropriately lacquer sealed and marked as "**Bid for selection of a company for Setting up and Management of Business Visitor Registration Counters and Business Centre during selected exhibitions/ fairs in Pragati Maidan organized by ITPO.**"

In addition to the above, the inner envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

34. RESPONSIBILITY OF BIDDER

If the outer envelope is not sealed and marked as required, ITPO will assume no responsibility for the Bid's misplacement or premature opening.

35. REJECTION OF BID

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

36. LATE BIDS

Any bid received by ITPO after the deadline for submission of bids prescribed by ITPO, will be summarily rejected and returned unopened to the Bidder. ITPO shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

37. OPENING OF TECHNICAL BIDS

ITPO will open all Technical Bids as per schedule at S.No.46 in office of ITPO, Delhi. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening/presentation being declared a holiday for ITPO the Bids shall be opened at the appointed time and location on the next working day.

38. ANNOUNCEMENT OF BIDS

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the time of opening. No bid shall be rejected at bid opening, except for late bids.

39. BIDS NOT CONSIDERED FOR EVALUATION

Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

40. OPENING OF COMMERCIAL BIDS

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

41. CLARIFICATION OF BIDS

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

42. COMPLETENESS OF BIDS

ITPO will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

43. RECTIFICATION OF ERRORS

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

44. REJECTION OF BID

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by ITPO and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation by the Bidder.

45. FORCE MAJEURE:

The successful bidder shall not be liable for forfeiture of its Performance Bank Guarantee or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purpose of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the successful bidder shall promptly notify ITPO in writing of such conditions and the cause thereof. Unless otherwise directed by ITPO in writing, the successful bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

46. SCHEDULE & IMPORTANT INFORMATION

Tender document to be downloaded from	www.indiatradefair.com or www.eprocure.gov.in
Cost of Tender Document	Rs.500/- + 5% DVAT = Rs.525/- through Demand Draft/Bank pay order drawn on any Scheduled Commercial Bank favouring India Trade Promotion Organisation, payable at New Delhi (to be submitted along with tender document)
Earnest Money deposit	Rs.15,000/- (Rupees fifteen thousand only) through Demand Draft/Bank pay order drawn on any Scheduled Commercial Bank favouring India Trade Promotion Organisation, payable at New Delhi (to be submitted in Envelope-1 along with tender document).
Last date for submission of sealed bids	19.08.2014 upto 1500 hrs.
Opening of Technical Bids	19.08.2014 at 1530 hrs.
Date of opening of financial bids	To be announced
Validity of Bids	180 days from the last date of submission of Bids.

Bids may be submitted to:-

Senior Manager,
System Development and Compliance Services Division
India Trade Promotion Organisation
Gate No.-3, Pragati Bhawan, Pragati Maidan
New Delhi – 110001
Tel: 011-23371875, Fax: 011-23371492
E-mail: mbhattacharya@itpo.gov.in

GM (IS)
System Development and Compliance Services Division

**India Trade Promotion Organisation
(A Govt. of India Enterprise)
Gate No. 3, Pragati Bhawan, Pragati Maidan
New Delhi – 110001**

47. TECHNICAL BID PROFORMA

Tender No. ITPO/SD&CSD/Business Centre/2014

Dated: 5th August, 2014

Sub: - Submission of bid for Setting up and Management of Business Visitor Registration Counters and Business Centre during selected exhibitions/ fairs in Pragati Maidan organized by ITPO.

TECHNICAL BID

Company Details

Name of the Company: _____

Mailing address: _____

Contact Executive _____

(Name & designation)

Tel: _____ Fax: _____ Mobile: _____

E-mail: _____ Website: _____

1. Registration Number of the company _____

2. VAT No. _____ **Service Tax No.** _____

PAN No. _____ TIN No. _____

3. Details of EMD:

Demand Draft No. _____ Date _____

Name of the bank _____ Amount _____

4. Details of Cost of Tender Document

Demand Draft No. _____ Date _____

Name of the bank _____ Amount _____

5. Detail of work experience during last 3 years (Pl mention only 3 works)

S. No.	Name of the Company worked with	Description/Nature of work done	Duration with dates
1			
2			
3			

6. Details of Annual turnover during last three years (Rs. in Lakhs):

S. No.	Financial Year	Turnover
1	2009-10/2010-11	
2	2010-11/2011-12	
3	2011-12/2012-13	
	Total Annual Turnover	

Date: _____

Seal of the company:

(Authorized Signatory)

Name:

Designation:

India Trade Promotion Organisation
(A Govt. of India Enterprise)
Gate No. 3, Pragati Bhawan, Pragati Maidan
New Delhi – 110001

48. COMMERCIAL BID PROFORMA

Tender No. ITPO/SD&CSD/Business Centre/2014

Dated: 5th August, 2014

Sub: - Submission of bid for Setting up and Management of Business Visitor Registration Counters and Business Centre during selected exhibitions/ fairs in Pragati Maidan organized by ITPO.

COMMERCIAL BID

Name of the bidder: _____

Mailing address: _____

Contact Executive _____
(Name & designation)

Tel: _____ Mobile no. _____

Fax: _____

E-mail: _____ Website _____

S. No.	Item description	Minimum configuration	Price per Day (Excluding Service Tax)
1	Desktop (5 Nos.)	Core 2 Duo processor with minimum 2 GB RAM, with LAN card, Licensed Windows 7 OS installed.	
2	Laptop (2 Nos.)	Core i3 with minimum 2 GB RAM, Licensed Windows 7 OS installed.	
3	Printers (Laser) (5 Nos.)	HP 1100 or equivalent (having in built input slot to print cards)	
4	Multi Functional Device (laser printing) (2 Nos.)	Having in-built print, scan and copy function	
5	UPS (Uninterrupted Power Supply) (5 Nos.)	Small; 0.5 KVA	
6	USB Internet Modem with internet connection (2 Nos.)	Plug and play USB internet modem with minimum 3G internet connection.	
7	Rates for typing of 2000 addresses including generation of reports.		
8	Rate per 2000 badges for printing of company name etc. on pre-printed stationery provided by ITPO.		
9	Rate per data entry operator		
Total Cost (Excluding Service Tax)			

L1 Criteria: - **The bidder whose “Total Cost (Excluding Service Tax)” as indicated above, comes out to be the lowest will be declared as the L1 Bidder.**

Note:

- The bid evaluation would be upon the price which is exclusive of service tax. Service Tax, as applicable from time to time shall be paid extra. The bidder shall submit documentary evidence of depositing the service tax to authority.
- The quantities of different items as indicated above is tentative. The actual requirement may vary for different fairs. The actual payment would be made as per the actual requirement intimated to the bidder by way of work order, on pro-rata basis. The payment for typing of addresses of visitors and printing of badges will be made on the exact number certified by the ITPO official (s).

Date: _____

Seal of the company:

(Authorized Signatory)

Name:

Designation:

49. Checklist with page numbering

S. No.	Item	Y/N	Ref. page No.
1.	Duly filled in Technical Bid		
2.	Duly filled in Commercial Bid		
3.	Document in support of Clause No.8.1		
4.	Document in support of Clause No.8.2		
5.	Document in support of Clause No.8.3		
6.	Document in support of Clause No.8.4		
7.	Document in support of Clause No.8.5		
8.	Document in support of Clause No.8.6		
9.	DD of Rs.15,000/- against EMD		
10.	DD of Rs.525/- against cost of tender document.		
11.	Annexure - II		
12.	Annexure - III		

**50. FORMAT FOR APPLICATION & LETTER OF UNDERTAKING REGARDING
ACCEPTANCE OF TERMS & CONDITIONS.**

Dated:....., 2014

To,

The General Manager (IS)
System Development & Compliance Services
India Trade Promotion Organisation
Pragati Bhawan, Gate No.-3
Pragati Maidan
New Delhi-110001

Ref: Tender No. ITPO/SD&CSD/Business Centre/2014

**Sub: Submission of bid for Setting up and Management of Business Visitor Registration
Counters and Business Centre during selected exhibitions/ fairs in Pragati Maidan
organized by ITPO.**

Dear Sir,

With reference to **Tender No. ITPO/SD&CSD/Business Centre/2014 dated 5th August, 2014** we hereby submit our bid in the prescribed format as desired by ITPO. We hereby also accept the terms & conditions prescribed in the bid document.

Thanking you,

Yours faithfully,

()

Authorised Signatory

Name _____

Designation _____

Contact No _____

51. FORMAT FOR POWER OF ATTORNEY FOR THE AUTHORISED SIGNATORY

The General Manager (IS)
System Development & Compliance Services
India Trade Promotion Organisation
Pragati Bhawan, Gate No.3
Pragati Maidan
New Delhi-110001

Ref: **Tender No. ITPO/SD&CSD/Business Centre/2014**

Sub: **Submission of bid for Setting up and Management of Business Visitor Registration Counters and Business Centre during selected exhibitions/ fairs in Pragati Maidan organized by ITPO.”**

Dear Sir,

With reference to tender no. **ITPO/SD&CSD/Business Centre/2014** dated 5th August,2014 we hereby, authorize the following person as authorized signatory to carry out necessary bid formalities with ITPO with reference to this tender and authorize to sign the bid documents and contract / agreement with ITPO.

Name of Person_____

Designation_____

Contact No (Mobile)_____

Thanking you,

Yours faithfully,

()

Name _____

Designation_____

Contact No_____

