

**India Trade Promotion Organisation**

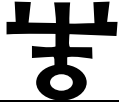
**Tender Document for**

**Installation, Maintenance and Operation of LED display panels in Pragati Maidan  
“on hire basis” during various fairs organized by ITPO in Pragati Maidan.**

**Tender No. ITPO/SD&CSD/LED/14-15**

**Dated: 05-08-2014**

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



India Trade Promotion Organisation (ITPO)  
(A Government of India Enterprise)  
Pragati Bhawan, Pragati Maidan, New Delhi-110 001

Tender No. ITPO/SD&CSD/LED/14-15

Date: - 05-08-2014

**Subject: Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan “on hire basis” during various fairs organized by ITPO in Pragati Maidan.**

India Trade Promotion Organisation (ITPO), invites sealed technical and commercial bids from eligible bidders for Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan “on hire basis” during various fairs organized by ITPO in Pragati Maidan.

**Important Information-**

Cost of tender document	Rs. 525/- (Rs. Five Hundred Twenty Five Only, including 5% DVAT) /- through demand draft drawn in favour of <u>ITPO</u> . (To be submitted in Envelope -1 along with tender document)
Earnest money deposit	Rs. 30,000/- through demand/bank draft favouring <u>ITPO</u> . (To be submitted in Envelope -1 along with tender document)
Last date for submission of sealed bids	26-08-2014 upto 1500 Hrs.
Opening of Technical bids	26-08-2014 at 1530 Hrs.

For downloading/details of tenders, please visit our website: [www.indiatradefair.com](http://www.indiatradefair.com) or Central Public Procurement portal [www.eprocure.gov.in](http://www.eprocure.gov.in). For any clarifications, please contact: Mr. Abhishek Chauhan, Deputy Manager, Tel: 011-23371815 at the captioned address., Email : [abhishekchauhan@itpo.gov.in](mailto:abhishekchauhan@itpo.gov.in)

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## 1. REQUEST FOR PROPOSAL

### 1.1 Objective

This RFP (Request for proposal) is issued as a request for **Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan “on hire basis” during various fairs organized by ITPO in Pragati Maidan.**

### 1.2 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 an agency for **Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan “on hire basis” during various fairs organized by ITPO in Pragati Maidan.** For this purpose, ITPO invites sealed Technical and Commercial bids from eligible bidders.

## 2. DEFINITIONS

**“Applicable Law”** - means all relevant laws in force and effect as on the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, 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.

**“Contract”** - shall mean the agreement to be entered into between ITPO and the successful Bidder.

**“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 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 other than selection of a bidder for **Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan “on hire basis” during various fairs organized by ITPO in Pragati Maidan.** 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,

4.1 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.

4.2 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;

4.3 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.

4.4 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.

4.5 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 to day 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. CLARIFICATION OF BIDDING DOCUMENTS**

ITPO shall make best efforts to respond to any request for clarification of the Tender Document, such request to be made in writing through email: to hemamaity@itpo.gov.in or abhishekchauhan@itpo.gov.in latest by 13-08-2014. The subject of the email should be "Clarification-LED Display Panels, ref tender no. ITPO/SD&CSD/LED/14-15" dated 05-08-2014. Such response / clarification shall only be made in writing. All such clarification may be posted on website also. ITPO shall not be responsible for any delay including but not limited to any postal delays.

## **8. AMENDMENT OF TENDER DOCUMENT**

At any time before the deadline for submission of bids, ITPO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and / or supplementing the same. All changes shall be posted on website [www.indiatradefair.com](http://www.indiatradefair.com) and prospective Bidders are required to go through the same before submission of bid. All such amendments shall be binding on them without any further act or deed on ITPO's part. In the event of any amendment, ITPO reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

## **9. SCOPE OF THE WORK:**

ITPO organizes different fairs such India International Trade Fair (14-days event), Aahar-International Food & Hospitality Fair (5-days event), India International Leather Fair, New Delhi (3-days event) etc. A tentative requirement of approximate area of the LED display panels which may be hired by ITPO during the tenure of the contract has been indicated in the "Commercial Bid" format. Approximate minimum LED screen size will be 15 ft X 12 ft each. The size as aforementioned and the approximate area

of the LED display panels which may be hired by ITPO during the tenure of the contract as indicated in the “**Commercial Bid**” format, may increase or decrease depending upon the requirements during particular fairs being organized by ITPO. However, there shall be no liability on ITPO to take any LED screen during the tenure of the contract or to make any payment for the minimum requirement as indicated in the “**Commercial Bid**” format, in case the LED screens are not hired.

The LED screens need to be environment friendly with no ultra violet and infrared radiation. They should be able to operate under all weather conditions, during the day as well as at night.

Service period: The said LED panels will be required to be in operation during the currency of different fairs usually from 09.30 AM to 7.30 PM. Venue- Pragati Maidan, New Delhi-110001

**Technical Specifications -**

<b>parameter</b>	<b>Specifications</b>
Pixel pitch	10mm
Brightness	> 6000cd/m2
LED configuration	1R,1G,1B
Pixel density	10000pixels/m <sup>2</sup>
Best viewing dist	10-100m
Frame Rate	60HZ per sec
Working temperature	-20 degrees Celsius ~+60 degrees Celsius
Relative humidity	10%-90% RH
Input Voltage	220VAC
LED module dim	160mm x 160mm
Input Signal Format	According to the type of controller
Driving IC	Constant current Driver IC
Operation	Bright sunlight should not impair the visibility of the material being displayed on LED panels. Panels should be waterproof.

- The installation of the LED display panels, maintenance, making it on running condition and its safety & security is the responsibility of the agency.
- Service provider/ vendor would also be required to set up a centralized control room with necessary equipments & arrangements for smooth operation of the LED panels.
- Service provider/ vendor shall be responsible for connecting all the LED screens installed during a particular fair, in a centralized manner such that all the LED screens can be controlled/ operated through a centralized location.



- Service provider/ vendor will be responsible for taking all necessary government approvals (If any) at its own cost, prior to installation of the LED display panels at various locations in Pragati Maidan during the various fairs organized by ITPO.
- Service provider/ vendor shall intimate the electricity load requirements to ITPO well in advance in conjunction with the work order issued to them for different fairs and as per the quantity of LED screens required to be installed as per the work order.
- Service provider/vendor would be required to depute knowledgeable official(s) for operation of LED panels and control room for the entire service period.
- LED panels installed by the service provider/vendor may be used by ITPO for paid advertising campaigns, for which the service provider/ vendor will have no right of share. No claims in this regard will be entertained.
- ITPO would be giving promotional, advertising, cultural & event-related videos/presentation to service provider/vendor for projection on LED panels. Compatibility of software media for projection is to be ensured by service provider/vendor.
- Service provider/ vendor shall be responsible for constructing and providing the base platform/ support structure for all the LED screens installed. These platforms shall be constructed in such a way that the bottom of the LED screens should be atleast 6 ft. above the ground level or as approved by the competent authority of ITPO. The cost of construction of these base platforms is to be borne by the vendor and ITPO shall not make any extra payment for these base platforms being constructed.
- Electricity shall be provided by ITPO free of cost to the vendor.
- The exact locations where the LED screens are to be installed shall be communicated to the vendor by ITPO vide work order to be issued for each fair separately.

## **10. ELIGIBILITY CRITERIA**

10.1 The bidder should have a registered number of Service Tax. Please provide certified copy as supporting document.

10.2 The bidder should have a minimum annual average financial turnover of Rs.5,00,000/- (Rs. Five Lakh Only) during last three financial years. Audited copy of balance sheet for last three financial years i.e. 2010-11 to 2012-13 are to be provided as supporting document along with the Certificate by Chartered Accountant as per Annex-5.

10.3 The bidder must have provided LED Display Panels to Government/Semi-Government organisations /PSUs. Minimum 2 work orders of installation of minimum quantity of 650 sq ft. each, during the last 7 years ending on 31/07/2014 should have been obtained by the bidder. Please submit installation completion report/certificate duly signed and stamped by the concerned authority from Government/Semi-Government/PSU as supporting documents).

10.4 The company/agency should not be black listed by any Govt. /semi Govt. organization or PSU. (Please furnish undertaking as per Annex - 4).

10.5 The bidder should submit the signed copy of the Tender documents along with all the amendments/addendum issued. This tender document shall become (treated as) agreement between ITPO and successful bidder after the award of job.

10.6 The company must deposit Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty Thousand Only) in the form of Demand Draft (DD) drawn in favour of "India Trade Promotion Organisation", payable at New Delhi. (To be submitted in original).

10.7 The company must deposit Cost of tender document in the form of demand draft for Rs. 525/- (Rupees Five Hundred Twenty Five Only, including 5% DVAT) drawn in favour of "India Trade Promotion Organisation", payable at New Delhi. (To be submitted in original).

## **11. PROCESSING FEE & EARNEST MONEY DEPOSIT (EMD)**

11.1 Bidders are required to submit non refundable Rs.525/- (Rs. Five Hundred Twenty Five Only, including 5% DVAT) towards Cost of tender document/processing fee in the form of DD drawn in favour of "India Trade Promotion Organization." payable at Delhi & Rs. 30,000/- (Rupees Thirty Thousand Only) as EMD for the bids in form of Demand Draft/Pay Order drawn in favour of '**India Trade Promotion Organisation**' payable at Delhi.

11.2 The processing fee is non refundable.

11.3 Processing Fee and EMD should be part of Envelope -1.

11.4 The EMD is non-interest bearing.

11.5 The successful Bidders' EMD will be discharged upon expiry of "Offer Validity Period" or upon receiving of Performance Guaranty. EMD of unsuccessful bidders shall be refunded after finalization of Tender.

11.6 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.

## **12. TENDER EVALUATION COMMITTEE**

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

12.1 The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the parties.

12.2 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.

## **13. 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.

## **14. BID PRICES**

14.1 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.

14.2 The bidder shall make payment of all dues, taxes & other statutory dues, not specifically mentioned in this document but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. In case the bidder does not make timely payment and any liability arises against ITPO, it may be recovered by ITPO from the payments due to the bidder.

14.3 All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder.

## **15. PERIOD OF VALIDITY OF BIDS**

### **15.1 Validity period**

Bids shall remain valid for 90 (Ninety) days after the last date of bid submission prescribed by ITPO, ITPO holds the right to reject a bid valid for a period shorter than 90 days as nonresponsive, without any correspondence.

### **15.2 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. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the EMD. A Bidder granting extension of validity will not

be permitted to modify his technical or commercial bid.

**15.3 Site visit and verification of information**

Applicants are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions.

**15.4 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 .

**16. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS**

16.1 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.

16.2 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.

16.3 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.

**17. SPECIAL TERMS & CONDITIONS**

17.1 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.

17.2 The responsibility lies with the successful bidder, if any damage or loss to the property of ITPO occurs while undertaking and executing the Contract and even if any mis-happening happens in which life of any person is affected. In any of these circumstances, ITPO will not be responsible.

17.3 Response time: The response time of bidder to attend any complaint upon on receipt of the complaint/ information should not be more than 30 minutes.

17.4 Penalty: The LED panels will be required to be in operation for at least 90% of the service period. In case the panels remain in operation for a period less than 90% of the service period, a proportionate penalty would be imposed on the bidder. The penalty would be calculated based on the total cost arrived at depending

upon the approximate area of the LED display screens hired during a particular fair, the number of hours the LED panels have remained in operation and the number of hours in the service period,.

For example:

Let the total cost be Rs. X

No. of days of the fair/event be Y

Total no. of hours in the service period =  $(10 \times Y) = 10Y$  Hrs.

Per hour cost =  $X/10Y$

90% of total no. of hours =  $(0.9X/10Y)$  Hrs.

In case the number of hours of operation falls below  $(0.9X/10Y)$  Hrs., say it remains "Z" Hrs., the penalty will be :

**$\{(0.9X/10Y - Z)\} X \{(X/10Y)\}$**

- 17.5 Bidder having the lowest total cost will be declared L1 and selected as service provider/vendor
- 17.6 Service provider/ vendor will not be allowed to sublet or sub-contract the job.
- 17.7 Tenders not submitted in the format specified as per the Tender document will be summarily rejected.
- 17.8 In case the financial bid is placed with Technical bid, the bid will be rejected.
- 17.9 The tenders with the technical bid not containing Tender fee and EMD amount in the prescribed format and in original will be summarily rejected.
- 17.10 Tenders with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- 17.11 Tenders submitted without audited financial Statements of the Bidder for previous three years are liable for rejection.
- 17.12 The bidder cannot make any amendment in the Technical Bid / Commercial Bid; neither can he impose any conditions. All such bids will be rejected at the discretion of ITPO.
- 17.13 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.

- 17.14 The minimum requirement indicated in column no. (iv) of the table in the “**Commercial Bid**” is a tentative requirement, given just for the purpose of analysis and to determine the L1, L2, L3.... bidders. ITPO may not hire any LED screen during the tenure of the contract. The exact requirement shall depend upon the specific requirements during different fairs. However, there shall be no liability on ITPO to take any LED screen during the tenure of the contract or to make any payment for the minimum requirement indicated in the “**Commercial Bid**” format, in case the LED screens are not hired.

## **18. 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.

## **19. ITPO’S DECISION TO BE FINAL**

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 or 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.

## **20. AWARD CRITERIA**

20.1 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.

20.2 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 commercial bid opening. Non responsive/Non complete bids shall be summarily rejected and no communication of the same will be obligatory on the part of ITPO.

20.3 Bidder having the lowest total cost will be declared as L1 and selected as service provider/vendor

**21. PERFORMANCE GUARANTEE (PG)**

Performance Guarantee amounting to 10% (Ten percent) of the total cost will be deposited by the successful bidder by way of demand draft favoring "India Trade Promotion Organization", payable at New Delhi or unconditional Bank Guarantee (BG) (As per Annexure 6). PG/BG shall be refunded/ released after six (6) months of the successful completion of contractual period of the services.

**22. PAYMENT TERMS**

The payment shall be calculated and released based upon the usage of the LED screens taking into consideration the duration of the fair and LED's screen sizes and numbers, hired by ITPO during particular event/ exhibition. Penalty (If any) would be deducted accordingly. The sizes and quantity of the LED screens hired during a particular fair shall be clearly defined in the work order issued to the vendor prior to start of the event. All the above payments shall be released subject to the satisfactory performance of the vendor and certification of the same by ITPO.

**23. PERIOD OF THE CONTRACT**

The contract will be initially for a period of one year which can be extended for two (2) more subsequent years at the same rates and same terms & conditions, depending upon the satisfactory services being rendered by the vendor and at the sole discretion of ITPO. In case the contract is extended for subsequent year (s) after expiry of the contractual period of One (1) year, a Letter of Intent (LoI) shall be issued to the vendor and the vendor shall be required to give acceptance of the same within Seven (7) days from the date of issue of the "Letter of Intent".

**24. INDEMNITY**

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

**25. NOTIFICATION OF AWARD**

The Bidder whose Bid has been accepted shall be notified of the award of the job by 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 job award letter and shall send his acceptance within three (3) days from the date of receipt of the Award letter.

**26. SIGNING OF AGREEMENT**

Pursuant to the Bidder's Letter of Acceptance, the Bidder and ITPO shall promptly and in no event later than 3 days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. ITPO shall have the right and authority to negotiate certain terms with the successful bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

**27. 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.

**28. 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.

**29. TERMINATION OF CONTRACT**

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

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

**30. GOVERNING LAW**

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

**31 RESOLUTIONS OF DISPUTES**

The dispute resolution mechanism shall be as follows:

31.1 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.

31.2 If such dispute arises then either party may forthwith give 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.

31.3 The CMD of ITPO will be the competent authority to nominate the person/ official who will act as an arbitrator/ conciliator.

31.4 The decision of the arbitrator/ conciliator shall be final and binding upon both the parties, i.e. ITPO and the successful bidder.

31.5 All unresolved disputed matters will have the jurisdiction of Delhi, so far as legal and court matters are concerned.



**32. 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.

**33. CONTENTS OF TECHNICAL ENVELOPE 1 (TECHNICAL BID INCLUDING ELIGIBILITY)**

- 33.1 Checklist of Submissions.(Annex - 1)
- 33.2 Bid Application on the letter head – (Annex – 2).
- 33.3 Power of Attorney for the Proposal Signatory.(Annex 3)
- 33.4 Document in support of Eligibility criteria 10.1 to 10.7.
- 33.5 Processing Fee/ Cost of tender document of Rs.525/- (Rs. Five Hundred Twenty Five only) in the form of DD drawn in favour of “India Trade Promotion Organization” payable at New Delhi.
- 33.6 EMD of Rs.30, 000/- (Rs. Thirty Thousand only) in the form of DD drawn in favour of “India Trade Promotion Organization” payable at New Delhi.

**34. CONTENTS OF THE COMMERCIAL ENVELOPE 2 (COMMERCIAL BID)**

Financial bid as per format.

**35. 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.

**36. 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.

**37. SEALING AND MARKING OF BIDS**

Enclosing of Bid - The copies of the Technical Bid shall be placed in sealed envelope 1 clearly marking it "**Technical Bid**". The Commercial Bid shall be placed in separate sealed envelope 2 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 sealed and marked as "**Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan “on hire basis” during various fairs organized by ITPO in Pragati Maidan, in response to tender no. ITPO/SD&CSD/LED/14-15 dated 05-08-2014”**".

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".

**38. 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.

**39. 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.

**40. 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.

**41. OPENING OF TECHNICAL BIDS**

ITPO will open all Technical Bids as per date and time scheduled in clause no.49 of this tender document. 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.

**42. 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 opening. No bid shall be rejected at bid opening, except for late bids.

**43. 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 and shall be returned to the bidder after completion of the tender process.

**44. OPENING OF COMMERCIAL BIDS**

Commercial Bids will be opened and compared after the technical evaluation.

The name of Bidders who qualify the technical evaluation along with their bid prices, total amount of each Bid, etc. shall be announced by 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.

**45. 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.

**46. 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.

**47. 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.

**48. 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.

**49. 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.

**50. SCHEDULE & IMPORTANT INFORMATION**

Cost of tender document	Rs. 525/- (Rs. Five Hundred Twenty Five Only, including 5% DVAT) through demand/bank draft favoring ITPO. (To be submitted in Envelope -1 along with tender document)
Earnest money deposit	Rs. 30,000/- (Rs. Thirty Thousand Only) through

	demand/bank draft drawn in favour of ITPO. (To be submitted in Envelope -1 along with tender document)
Last date for submission of sealed bids	26-08-2014 upto 1500 Hrs.
Opening of Technical bids	26-08-2014 at 1530 Hrs.
Validity of Bid	90 days from the last date of submission of Bids.

**Note: The date, time and venue of opening of commercial bid will be intimated to the shortlisted bidders separately.**

Bids may be submitted to:-

Dy. Manager (System Development and Compliance Services Division)  
India Trade Promotion Organisation  
Gate No.-3, Pragati Bhawan,  
Pragati Maidan,  
New Delhi – 110001  
Tel: 011-23371815  
Email: abhishekchauhan@itpo.gov.in

**India Trade Promotion Organisation**

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

**Tender No. ITPO/SD&CSD/LED/14-15**

**Dated: - 05-08-2014**

**Sub: Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan “on hire basis” during various fairs organized by ITPO in Pragati Maidan.**

**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:**

DD No. \_\_\_\_\_ Date \_\_\_\_\_

Name of the bank \_\_\_\_\_ Amount \_\_\_\_\_

**4. Details of Cost of Tender Document**

DD No. \_\_\_\_\_ Date \_\_\_\_\_

Name of the bank \_\_\_\_\_ Amount \_\_\_\_\_

**5. -Detail of work Experience during last 7 years-**

S. No.	Name of the Government/Semi-Government/PSUs to whom the LEDs were supplied	Name of the Product supplied	Duration with dates
1			
2			
3			

Note: Attach proof of each as per clause 10.3.

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

S. No.	Financial Year	Turnover(Rs. lakhs)
1	2010-11	
2	2011-12	
3	2012-13	
	Average Annual Turnover	

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

**Seal of the company:**

**(Authorized Signature)**

**Name:**

**Designation:**

\*\*\*\*\*

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

**Tender No. ITPO/SD&CSD/LED/14-15**

**Dated: - 05-08-2014**

**Sub: Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan “on hire basis” during various fairs organized by ITPO in Pragati Maidan.**

**COMMERCIAL BID**

Name of the bidder: \_\_\_\_\_

Mailing address: \_\_\_\_\_

\_\_\_\_\_

Contact Executive \_\_\_\_\_

(Name & designation)

Tel: \_\_\_\_\_ Mobile no. \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Website \_\_\_\_\_

S. No.	No. of Days (i)	LED Display Panel rate (per square feet) (ii)	Quantity ( square feet) (iii)	Cost (INR) (Excluding Service Tax) (iv) = (ii)×(iii)
1	1		300	
2	2-5		450	
3	6-14		600	
<b>Total Cost (INR) (Excluding Service Tax)- In figure</b>				
<b>Total Cost (INR) (Excluding Service Tax)- In words</b>				

***Note:-The requirement indicated in column no. (iii) of the above table is a tentative requirement, given just for the purpose of analysis and to determine the L1, L2, L3.... bidders. ITPO may or may not hire any LED screen during the tenure of the contract. The exact requirement shall depend upon the specific requirements during different fairs. However, there shall be no liability on ITPO to take any LED screen during the tenure of the contract or to make any payment for the requirement indicated above, in case the LED screens are not hired.***

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

Seal of the company:

(Authorized Signature)

Name:

Designation:

**Note: Bidder having the lowest "Total Cost" will be declared as L1 and selected as service provider/vendor**



**Checklist**

<b>S. No.</b>	<b>Item</b>	<b>Y/N</b>	<b>Reference Page No.</b>
1.	Bid Application on Letter Head (Annex – 2)		
2.	Duly Filled in Technical Bid		
3.	Signed copy of Tender Document		
4.	Document in support of eligibility criteria 10.1		
5.	Document in support of eligibility criteria 10.2		
6.	Document in support of eligibility criteria 10.3		
7.	Document in support of eligibility criteria 10.4		
8.	Document in support of eligibility criteria 10.5		
9.	DD of Rs.30,000/- against EMD		
10.	DD of Rs.525/- against cost of Tender Document.		
11.	Power of Attorney for the proposal Signatory (Annex – 3)		
12.	Duly filled in Commercial Bid		

Please provide page numbers to all the pages of the bid.

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

Dated:

Ref: **Tender No. ITPO/SD&CSD/LED/14-15**

**Sub: Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan “on hire basis” during various fairs organized by ITPO in Pragati Maidan.**

Dear Sir,

With reference to Tender No\_ITPO/SD&CSD/LED/14-15 dated.....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\_\_\_\_\_

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

Dated :

Ref: **Tender No. ITPO/SD&CSD/LED/14-15**

Sub: **Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan “on hire basis” during various fairs organized by ITPO in Pragati Maidan (Power of Attorney for the proposal Signatory).**

Dear Sir,

With reference to Tender No. ITPO/SD&CD/LED/14-15 dated....., we, hereby, authorize the following person 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 \_\_\_\_\_

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

Dated :

Ref: **Tender No. ITPO/SD&CSD/LED/14-15**

Sub: **Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan “on hire basis” during various fairs organized by ITPO in Pragati Maidan (Submission of undertaking of not being blacklisted).**

Dear Sir,

In response to the Tender Ref. No., as above dated \_\_\_\_\_ for **Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan “on hire basis” during various fairs organized by ITPO in Pragati Maidan.**

We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding, is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Govt./semi Govt. organization or PS.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our EMD and/or security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking You,

Yours faithfully,

( \_\_\_\_\_ )  
Authorised Signatory

Name \_\_\_\_\_

Designation \_\_\_\_\_

Contact No \_\_\_\_\_

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

Dated -

Ref: **Tender No ITPO/SD&CSD/LED/14-15**

Sub: **Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan "on hire basis" during various fairs organized by ITPO in Pragati Maidan. (CA's certificate in response of clause 10.2).**

Dear Sir,

In response to the Tender Ref. No., as above dated \_\_\_\_\_ for Installation of LED Display Panels in Pragati Maidan, ITPO we hereby declare that the details of Annual turnover during last three years (in Lakhs) as follows :

S. No.	Financial Year	Turnover (Rs. lakhs)
1	2010-11	
2	2011-12	
3	2012-13	
	Average Annual Turnover	

Thanking You,

Yours faithfully,

( )  
 Authorised Signatory

Name of the Chartered Accountant \_\_\_\_\_

Registration No. with Seal \_\_\_\_\_

Contact No \_\_\_\_\_

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

To  
 General Manager  
 System Development & Compliance Services,  
 India Trade Promotion Organisation,  
 Pragati Bhawan,  
 Pragati Maidan,  
 New Delhi - 110001

In consideration of the President of India acting through the India Trade Promotion Organisation (hereinafter referred to as 'the ITPO') having agreed to grant a licence to M/s.....of .....(hereinafter called the "LICENSEE") for **Installation, Maintenance and Operation of LED Display Panels in Pragati Maidan "on hire basis" during various fairs organized by ITPO in Pragati Maidan** on the terms and conditions contained in the said Bid Document, which inter alia provides for production of a Bank Guarantee to the extent of `..... ( `..... in words) for the service by way of security for the due observance and performance of the terms and conditions of the said licence we.....(indicate the name and address and other particulars of the bank) (hereinafter referred to as 'the Bank') at the request of the LICENSEE hereby irrevocably and unconditionally guarantee to the ITPO that the Licensee shall render all necessary and efficient services which may be require to be rendered by the LICENSEE in connection with and /or for performance of the said LICENSEE and further guarantees that the service which shall be provided by the LICENSEE under the said Bid Document, shall be actually performed in accordance with terms and conditions of the Bid Document to the satisfaction of the ITPO.

2. We, the bank hereby undertake to pay to the ITPO an amount not exceeding Rs. ....(Rs.....only) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said LICENSEE of any of the terms and conditions contained in the said licence.

3. We, the bank hereby, in pursuance of the terms of the said licence, absolutely, irrevocably and unconditionally guarantee as primary obligee and not merely as surety the payment of an amount of Rs. .... ( Rs .....only) to the Authority to secure due and faithful performance by the LICENSEE of all his/their obligations under the said Licence.

4. We, the bank hereby also undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the ITPO stating that the amount claimed is due by way of loss or damage caused or would be caused to or suffered by the ITPO by reason of breach by the said LICENSEE of any of the terms or conditions contained in the said Bid Document or by reason of the LICENCEE's failure to perform any of its obligations under the said Licence.

5. We, the bank, do hereby agree that the decision of the ITPO as to whether the licensee has failed to or neglected to perform or discharge his duties and obligations as aforesaid and/or whether the service is free from deficiencies and defects and is in

accordance with or not of the terms & conditions of the said Licence and as to the amount payable to the Authority by the Bank hereunder shall be final and binding on the Bank.

6. WE, THE BANK, DO HEREBY DECLARE AND AGREE that :

(a) the Guarantee herein contained shall remain in full force and effect for a period of 30 months from the date hereof and that it shall continue to be enforceable till all the dues of the Authority and by virtue of the said Licence have been fully paid and its claims satisfied or discharged or till ITPO satisfies that the terms and conditions of the said licence have been fully and properly carried out by the said LICENSEE and accordingly discharged this guarantee.

(b) the ITPO shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the term and conditions of the said Licence or to extend time of performance of any obligations by the said LICENSEE from time to time or to postpone for any time or from time to time any of the powers exercisable by the ITPO against the said LICENSEE and to forbear or to enforce any of the terms and conditions relating to the said Licence and we shall not be relieved from our liability by reason of any variation or extension being granted to the said LICENSEE or forbearance act or omission on the part of the ITPO or any indulgence by the ITPO to the said LICENSEE or to give such matter or thing whatsoever which under the law relating to sureties would but for this provision, have effect of so relieving us.

(c) any claim which we have against the LICENSEE shall be subject and subordinate to the prior payment and performance in full of all the obligations of us hereunder we will not without prior written consent of the ITPO exercise any legal right or remedy of any kind in respect of any such payment or performance so long as the obligations of us hereunder remains owing and outstanding.

(d) This guarantee shall be irrevocable and the obligations of us herein shall not be conditional of any prior notice by us or by the LICENSEE.

7. We the BANK undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

Date.....day..... for \_\_\_\_\_

(name of the bank)

Witness :

1..... 2.....

**DRAFT OF AGREEMENT**

This agreement is made this day ..... of 2014 between The India Trade Promotion Organisation, a company incorporated under the companies Act, 1956 and with its registered office at Pragati Maidan, New Delhi :- 110001, which expression shall include its successor, unless repugnant to our excluded by the contract hereof, end assignees of and represented by its Managing Director, ITPO the first party (hereinafter called the ITPO) and ..... represented by its sole proprietor/partners, Managing Director, successor's heirs, which expression shall include his / its executors, representative and/or assignees of second party (hereinafter called the CONTRACTOR).

WHEREAS the ITPO has under notification No. ITPO/SD&CSD/LED/14-15 dated..... called for sealed tenders for selection of an agency for Installation, Maintenance and Operation of LED display panels in Pragati Maidan “ on hire basis” during various fairs organized by ITPO in Pragati Maidan.

WHEREAS the CONTRACTOR has submitted the tender for carrying the work as per the tender document page nos. ....to....., and has represented in conformity with his/its obligation contained in the tender as modified by the correction slip and corrigendum contained in it, that it shall carry out the same truly, faithfully and honestly.

The same has been accepted by both the parties on the terms and conditions, corrections, corrigendum contained in the tender as modified as well as the letter of Intent issued by the ITPO annexed here to as.

The same shall be binding on both the parties.

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

For and on behalf of [Tenderer]

Witness:-

1.

For and on behalf of India Trade Promotion Organisation,

Witness:-

1.