

INDIA TRADE PROMOTION ORGANISATION
(A Government of India Enterprise)
Pragati Bhawan, Pragati Maidan, New Delhi -110001

57-ITPO(6)/Gen./2014

Dated: 25/08/2014

TENDER NOTICE

Sealed Tenders are invited from reputed companies for supply of 3- 4 commercial AC cars on hiring of monthly basis as per schedule below:-

Last date for submission of Tender : 12/09/2014 up to 3.00 PM

Opening of Technical Bids : 12/09/2014 at 4.00 PM

The Tender Documents may be downloaded from ITPO website www.indiatradefair.com or the same may be obtained from Room No. 40-A, India Trade Promotion Organisation, Pragati Bhawan, Pragati Maidan, New Delhi-110001.

(Sudhakar Sachar)
Manager(General Section)

Subject:- **Hiring of Commercial Cars for use on Monthly basis- Invitation of Quotations**

Sir,

India Trade Promotion Organisation, New Delhi invites quotations for hiring of commercial AC cars Tata Indigo, Accent/ Ford Ikon ,etc. or their equivalent models not older than the year 2012, in excellent condition for use **on monthly basis**. The present requirement of these cars are around Three to Four which may also increased or decreased. The bid shall be submitted in two parts. First part of the bid called “**Technical Bid** “ will be submitted in prescribed Proforma (Annexure-I) to be put in a sealed cover superscribed as “ Technical Bid for hiring of commercial cars”. Second part of the bid called “ **Financial Bid**” will be submitted in prescribed Proforma (Annexure-II) in a separate sealed cover super scribed as “ Financial Bid for hiring of commercial cars on monthly basis”. Both the envelopes would be placed in another sealed envelope superscribed as “Bids for hiring of commercial cars on monthly basis ” addressed to Manager(General Section)Room No.40-A, India Trade Promotion Organisation, Pragati Bhawan, Pragati Maidan, New Delhi-110001 and sent by the prescribed date. EMD of Rs.40,000/-(Forty Thousand only) by Demand Draft drawn in favour of India Trade Promotion Organisation, New Delhi should be enclosed with Technical bid failing which the quotation shall not be considered. The EMD of successful bidder will be converted into security deposit (interest free) which will be released after completion of contract successfully.. **The last date for receipt of sealed bids is at 3.00 pm on 12.09.2014.** The Technical Bids will be opened on the same day at 4.00 pm. Late bids including alteration or modification bids received after stipulated date and time of receipt shall not be considered.

2. Cost of Tender documents i.e. **Rs.500+5% DVAT, total Rs.525/-** in the form of demand draft favouring “**ITPO, New Delhi**” should be submitted in **with Technical Bids** of the tender documents which are downloaded from our website. The tender document can also be taken from the office of the undersigned after depositing Rs. 525/- in **cash in ITPO, cash section or DD in favour of “India Trade Promotion Organisation, New Delhi”**.

3. The bidding firm should have previous experience of supplying at least Eight to Ten cars in one or more Government Departments/ Ministries/ Autonomous Bodies/ PSUs etc. The firm should have adequate number of vehicles of its own and should have minimum five years experience in supplying vehicles to Government Departments/ Public Sector Organisations etc. Bidding firm should furnish copies of such contracts along with satisfactory certificate from Government Departments/ Ministries/ Autonomous Bodies/ PSUs concerned etc.

4. The prospective bidders are requested to go through the enclosed Terms & Conditions of the contract carefully. The rate quoted should be inclusive of all charges but without taxes. Incomplete or ambiguous bids and bids without documentary proof will not be considered.

5. Those bidders, who wish to be present, at the time of opening of tenders on date and time specified above may do so.

6.For downloading /details of tenders, please visit our website:www.indiatradefair.com also to Govt. website. For any clarifications, please contact Sh. Sudhakar Sachar Manager General Section, at the captioned address, Phone011-23371749, E-mail :- ssachar@itpo.gov.in

Yours faithfully,

(Sudhakar Sachar)
Manager

Copy to:- Computer Division for hosting the tender on the website of ITPO.

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1. REQUEST FOR PROPOSAL

1.1 Objective

This RFP (Request for proposal) is issued with the purpose of selection of an Agency for providing AC cars on monthly hire basis .

1.2 The Client – ITPO

India Trade Promotion Organization (ITPO), a premier trade promotion organization, manages India's premier trade fair complex, Pragati Maidan in New Delhi. ITPO intends to select an agency for providing cars on monthly hire basis . For this purpose, Manager (General Section) on behalf of ITPO invites sealed **Technical and Financial** bids from eligible companies/Government approved contractors.

2. DEFINITIONS

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

2.2“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.

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

2.4“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 agency for providing commercial cars on monthly hire basis. 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 accepts 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, Government approved contractors 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 or through **email: ssachar@itpo.gov.in** subject of which should be mentioned Tender No.57(6)ITPO/GENL/2014 . Such response/clarification shall to the extent possible be made in writing. 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, or in response to some points brought to ITPO's attention during pre bid conference, modify the Tender Document by amending, modifying and or supplementing the same. All changes shall be posted on website 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

9.1 The tentative requirement of 3 – 4 cars to be engaged may increase/decrease as per requirement of ITPO.

9.2 The contract will be valid for a period of two year.

9.3 The agency will also be responsible for providing comprehensive insurance of the vehicle deployed covering vehicle, passengers and third party

9.4 The drivers should be neatly dressed and well mannered. If driver is found misbehaving with the officer a penalty of 10% will be imposed on that day. The drivers will have to be provided with mobile phones at the cost of the contractor.

9.5. The drivers should be permanent employee of the company. The company shall produce police verification certificate of the drivers.

9.6 In case the car is not made available on any particular day, the ITPO will be at liberty to hire vehicle from any other source at the expenses of the contractor.

9.7 **The mileage for use of the vehicle will start from the place where the driver is scheduled to report for duty and also end at the same place.** No extra KM /Hours, from /to Garage ,will be paid .No night charges will be paid. Each driver of the vehicle is required to maintain record of journeys in the Log Book duly verified on day-to-day basis from the user officer.

9.8 The agency should be in a position to cater to the additional car requirement of ITPO at a short notice one hour.

9.9 In case the car driver reports for duty for more than 15 minutes beyond the scheduled time, a penalty of Rs.100/-(Rupees One Hundred Only) would be levied which will be deducted from the bill of the party. Additional penalty can also be imposed if the contractor violates any of the terms & conditions of the contract.

10. MANPOWER REQUIREMENT

To provide the above services the agency/contractor must deploy the skilled manpower as and when we required and show availability. The staff would be under the supervisory control of General Section of ITPO. The normal working hours would be 10.00AM to 7.00 pm on working days. However, if required, the manpower will attend the office beyond office hours and on Saturdays, Sundays and Holidays.

11. ELIGIBILITY CRITERIA

Eligibility criteria for bidders:

11.1 The Bidder should be either a Proprietor/Partnership/Public/Private Company or a Government approved contractor of the same in India & relevant papers such as copies of original documents defining constitution or legal status, or Certification of Incorporation, Memorandum/Articles of Association etc to be provided as a supporting document.

11.2 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.

11.3 The bidder should have satisfactorily completed/undergoing (one year successfully completed in case of undergoing work) one similar work of volume not less than ` Rs. 10.00 Lacs in last 5 years from Government/Semi Govt., PSUs/Other Govt. Bodies. In case of work of private company the bidder will also submit the TDS in support of the work order. (Please provide the details as per the eligibility order)

11.4 The permanent employees on the rolls of the bidder, including at least two employees having Technical knowledge for the similar job/ experience of 5 Years.

11.5 The bidder must deposit Earnest Money Deposit (EMD) of Rs. 40,000/- in the form of demand draft favouring “India Trade Promotion Organization”, payable at New Delhi.

12 PROCESSING FEE & EARNEST MONEY DEPOSIT (EMD)

12.1 Bidders are required to submit non refundable 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 favor of” **India Trade Promotion Organization.**” payable at New Delhii & **Rs 40000/-** (Rupees Forty thousand only) as EMD for the bids in form of Demand Draft/ Pay Order drawn in favor of ‘**India Trade Promotion Organization**’ payable at New Delhii.

12.2 The processing fee is non refundable.

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

12.4 The EMD is non-interest bearing.

12.5 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 within one month of finalization of Tender.

12.6 **The EMD will be forfeited:**

If a bidder withdraws his bid during the period of validity or work found unsatisfactory after repeated request/redone.

Or in case of a successful bidder, if the bidder fails to sign the contract in accordance with terms and conditions.

13 TENDER EVALUATION COMMITTEE

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

13.1 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.

13.2 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.

14. UNDERTAKING

14.1 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.

14.2 The bidder should give an undertaking that they are fully compliance with the existing Labour laws

15. BID PRICES

15.1 The price i.e. offer must be made by the intending bidder covering all points mentioned in the bid format enclosed in this bid document. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.

16. PERIOD OF VALIDITY OF BIDS

16.1 Validity period – Bids shall remain valid for six month after the last date of bid submission prescribed by ITPO, ITPO holds the right to reject a bid valid for a period shorter than six month as nonresponsive, without any correspondence.

16.2 Extension of Period of Validity-for another one year 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.

16.3 Site visit and verification of information – Applicants are encouraged to submit their respective Proposals after visiting the website and ascertaining for themselves the conditions.

16.4 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**.

17. MODIFICATION/ SUBSTITUTION/ WITHDRAWAL OF PROPOSALS

17.1 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.

17.2 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.

17.3 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.

18 SPECIAL TERMS & CONDITIONS

18.1 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.

18.2 Response time: the response time of bidder to attend any complaint upon on receipt of the complaint/ information from the user should not be more than one day.

18.3 The job would be assigned to a single party which is the overall lowest bidding company found technically fit for the job.

18.4 Annual rates quoted in the Commercial Bid should be valid for 2 years as no changes in the annual rates would be considered at a later stage.

18.5 Tender document can be downloaded from ITPO's website: www.indiatradefair.com and the tender cost deposited along with the Technical Bid in the form of Demand Draft.

18.6 Clarifications, if any, may be sought from the ITPO on or before September 12, 2014.

18.7 Tenders with incomplete information are liable for rejection.

18.8 Tenders not submitted in the format specified as per the Tender document will be summarily rejected.

18.9 The tenders with the technical bid not containing Tender fee and EMD amount in the prescribed format will be summarily rejected.

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

18.11 Tenders without the signed copy of the Tender Documents in the respective envelopes will be summarily rejected.

18.12 The company should not be black listed by any Govt. /semi Govt. organization or PSU. (Please furnish Undertaking)

18.13 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.

18.14 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.

18.15 The agency should be in a position to cater to the additional car requirement of at a short notice.

18.16 The cars make Tata Indigo, Accent/Ikon Ford etc.of 2012 or later model in excellent condition for use Senior Officers of ITPO.

18.17 In the event of use beyond this slab, additional charges payable would be in terms of each additional km.or each additional hours(as per approved rate) of use.

18.18 In case the car is not made available on any particular day, the ITPO will be at the liberty to hire vehicle from any other source at the expenses of the contractor.

18.19. The driver will always keep his registration certificate, pollution free certificate, insurance papers and other such documents ready as required by Govt. Authority for inspection.

18.20. ITPO shall not be responsible for damages of any kind for any mishap/accident/injury caused to the car(s)/driver(s)/or any Third person while performing duty for ITPO. All liabilities legal or monetary shall be borne by the firm.

18.21 Actual parking charges/toll taxes/entry taxes State taxes in connection with the official duty will be reimbursed along with bill on the basis of supporting valid documents.

18.22. The car and the driver deployed with an officer will not be changed except with the prior consent of the user officer.

19. ACCEPTANCE & WITHDRAWALS

The right of final acceptance of the tender is entirely vested with ITPO who reserves the right to accept or reject any or all of the tenders in full or in parts thereof without 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.

20. 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.

21. AWARD CRITERIA

21.1 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.

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

22. PAYMENT TERMS

22.1 Payment shall be released after submitting the bills monthly after successful and satisfactory rendering the services. ITPO will process the payment on receipt of the bills and as per procedure and terms & conditions in vogue. The penalties if any would also be deducted due to unsatisfactory work found after submitting the bill.

22.2 The maximum amount of penalty will be limited to 5% of the total contract value.

23. PERIOD OF THE CONTRACT

The period of contract is for 2 years which is extendable for subsequent years upon satisfactory services and at the sole discretion of ITPO.

24. INDEMNITY

The successful bidder shall, subject to the provisions of the Agreement, indemnify ITPO for an amount not exceeding 1 (one) 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 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.

26. SIGNING OF AGREEMENT

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and ITPO shall promptly and in no event later than 10 days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. ITPO shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of 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 other 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. RESOLUTION 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 to the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator in accordance with Indian Arbitration and Conciliation Act 1996.

31.3 The CMD of ITPO will appoint/ nominate the designated officer as an arbitrator which will be mutually agreed between the parties.

31.4 The decision of the arbitrator 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 a sealed cover containing in two envelopes - envelope 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) Annexure 1

- 33.1 Bid Application on the letter head.
- 33.2 Checklist of Submissions. (Annexure - III)
- 33.3 Letter of Undertaking regarding acceptance of terms and conditions (Annexure - IV).
- 33.4 Power of Attorney for the Proposal Signatory. (Annexure - V)
- 33.5 Document of Constitution of the firm/company.
- 33.6 Copy of the experience statement supported by documents establishing clearly five years experience in similar work.
- 33.7 Processing Fee/ Cost of tender document of Rs. **525/-** (Rupees five hundred twenty five) by DD in the name of “**India Trade Promotion Organization**” payable at New Delhi.
- 33.8 DD of EMD of **Rs. 40000/-** (Rupees Forty thousand) drawn in the name of “**India Trade Promotion Organization**” payable at New Delhi.
- 33.9 Undertaking for non-blacklisting. Undertaking for fully compliant with existing Labour Laws.

34. CONTENTS OF THE COMMERCIAL ENVELOPE II (COMMERCIAL BID)

Price bid as per format. Annexure II

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 lacquer sealed envelope 1 clearly marking it "**Technical Bid**". The Commercial Bid shall be placed in separate lacquer 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 lacquer sealed and marked as "Bids for hiring Commercial Cars on monthly basis "

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 on at 4.00PM ,**September12, , 2014** 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.

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.

44. 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 informed accordingly.

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. SERVICE LEVEL AGREEMENT – All the payments would be subject to submitting the bills

50. SCHEDULE & IMPORTANT INFORMATION

- (i) **Cost of tender document Rs. 525/-** through demand/bank draft favoring ITPO, New Delhi of any nationalized bank. (To be submitted in Envelope -1 along with tender document)
- (ii) **Earnest money deposit: Rs. 40,000/-** through demand draft favoring ITPO, New Delhi of any nationalized bank. (To be submitted in Envelope -1 along with tender document)
- (iii) **Last date for receiving queries/clarifications: 11.09.2014**
- (iv) **Last date of submission of sealed bids: 12.09.2014 at 3.00 p.m.**
- (v) **Opening of Technical bids: 12.09.2014 at 4.00 p.m.**
- (vi) **Validity of bids: 6 month or 180 days**
- (vii) **Signing of Agreement: ON finalization of agency by ITPO**

Note :

If any amendment is issued after the pre bid, ITPO reserves the right to extend the last date for submission of the bids, and subsequently the opening dates for Technical and Commercial bids.

The date, time and venue of opening of commercial bid will be informed accordingly.

Bids may be submitted to:-

**Manager (General Section)
India Trade Promotion Organisation
Room No.40-A
Pragati Bhawan
Pragati Maidan,
New Delhi – 110001
Tel: 011-23371749
Fax: 011-23371492
Email : ssachar@itpo.gov.in**

**(Sudhakar Sachar)
Manager
General Section**

PROFORMA FOR TECHNICAL BID

Manager (General Section.)
India Trade Promotion Organisation,
Pragati Maidan, Pragati Bhawan,
New delhi-110 001.

**Subject:- Hiring of Commercial Cars for use on monthly basis -
invitation of
quotations.**

Sir,

I/we intend to submit the quotation on the subject captioned above and hereby consent to agree/accept all the terms and conditions stipulated in ITPO's letter No.57-ITPO /(6)/General/2014 dated 25.08. 2014. The information regarding Technical details as desired is as per following details:-

1. Name of Tendering
Company :.....
Firm/ Agency (Attach certificate of registration)

2. Name of Proprietor/ Director
of:
Company/ Firm/ Agency

1. Full address of Registered
Office:.....
Telephone No.....
Fax No.
Email address

2. Details of work experience during last 5 years.
(NO. of cars supplied in one or more Govt. Department/PSUs etc./
No. of years of experience etc.).

1
2.
3.
4.

5. Details of Annual Turnover during last Three Years

1. 2013-2014
2. 2012-2013
3. 2011-2012

6. The details of the PAN, Service Tax Number and other statutory registration
(Attached Photo copies)

7. Details of vehicles owned by the agency

8. Details of cost of Tender Documents

9. EMD details (Amount, Name of Bank DD date and No.etc.

10. The company is not black listed /debarred by any Govt./Semi Govt. or PSU

(Signature of Authorized Signatory with Stamp)

PROFORMA FOR FINANCIAL BID

Manager
India Trade Promotion Organisation,
Pragati Maidan, Pragati Bhawan,
New delhi-110 001

Subject:- Hiring of Commercial Cars on monthly basis - Invitation of quotations.

Sir,

I/we intend to submit the quotation on the subject captioned above and hereby consent to agree/accept all the Terms and Conditions stipulated in ITPO's letter No.57-ITPO/(6)/General/2014 dated 25/08/2014. The information regarding financial bid as desired is as per following details:-

Sl. No.	Description	Rate (both in figures and words) for AC Cars i.e. Tata Indigo, Accent/Ikon Ford etc. or their equivalent model not older then year 2012,
1.	2600 Kms, 26 days, 300 Hrs.in one month i.e. cars required on monthly basis	
2.	Rates for each Additional Kms. i.e. beyond 2600 Kms	
3.	Rates for each Additional Hours kms. i.e. beyond 300 Hours.	
4.	Taxes	

Note:- Toll Tax/Parking/State Tax/Service Ta/VAT will be paid extra on actual basis and on production of receipts

I/we undertake that documents are genuine/ authentic and nothing material has been concealed and that I/we are not debarred by any Government Organisation and competent to contract. I/we understand that the contract is liable to be cancelled, if found to be having obtained through fraudulent means/ concealment of information.

(Signature of Authorized Signatory with Stamp)

Checklist

- | S. No. | Item |
|---------------|--|
| 1. | Bid Application on Letter Head |
| 2. | Duly Filled in Technical Bid |
| 3. | Duly filled in Commercial Bid |
| 4. | Signed copy of Tender Document |
| 5. | Certification of Incorporation/ MOA |
| 6. | Copy of ST/VAT/TIN/PAN |
| 7. | DD of ` 40,000/- against EMD |
| 8. | DD of ` 525/- against cost of Tender Document. |
| 9. | Copy of Work Orders |

Date

Manager(General Section)
India Trade Promotion Organisation,
Room No 40-A
Pragati Bhawan
Pragati Maidan,
New Delhi-110001.

Ref: **Tender No**: 57-ITPO(6)General/2014

Sub: **Submission of bid for** Hiring of Commercial Cars for use on monthly basis - invitation of quotations.

-

Dear Sir,

With reference to Tender No.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,

Your's faithfully,

()
Authorised Signatory

Name _____

Designation _____

Contact No _____

Manager(Admn)
India Trade Promotion Organisation,
Room No 40-A
Pragati Bhawan
Pragati Maidan,
New Delhi-110001.

Ref: **Tender No**: 57-ITPO(6)GEN/2014

Sub: Submission of bid for Hiring of Commercial Cars for use on monthly basis -
invitation of quotations.

-

Dear Sir,

With reference to Tender No. : 57-ITPO(6)Genl/2014.
/dated....., 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 _____

