Annexure: I

INDIA TRADE PROMOTION ORGANISATION

E-TENDER NOTICE

Online item rate bids are invited through two bid system for **Operation and Annual Comprehensive Maintenance contract of Central AC Plant of Hall -12-12A at Pragati Maidan, New Delhi for the period of two years. (SH: Operation and Comprehensive Maintenance of 3x450TR Central AC Plant)** from Specialized agencies dealing in the field of **Operation and comprehensive Maintenance of HVAC System with Central AC Plant.**

.The detail of tender is as under.

S.N	Name of work	Time for Completion	Estimated Cost	Earnest Money	Cost of Tender
1	**Operation and Annual Comprehensive Maintenance contract of Central AC Plant of Hall -12-12A at Pragati Maidan, New Delhi for the period of two years. (SH: Operation and Comprehensive Maintenance of 3x450TR Central AC Plant)**	**Two year**	**66,97,140/-**	**1,34,000/-**	**1,180/- i/c GST**

a. The above work includes for "**Operation and Annual Comprehensive Maintenance contract of Central AC Plant of Hall -12-12A at Pragati Maidan, New Delhi for the period of two years. (SH: Operation and Comprehensive Maintenance of 3x450TR Central AC Plant).**

b. The tender documents are available on our website www.indiatradefair.com (for reference only) **& www.eprocure.gov.in** and same can be down loaded.

Eligibility Criteria:

Specialized firms who fulfil the following requirements shall be eligible to apply. Joint ventures are not accepted.

1. The agency should have **PAN, GST, ESI, EPF Registration Number and valid Electrical license (for Electrical license agency may be allowed to associate with the agency having valid Electrical license at the time of submission of Performance Guarantee).**
2. The agency having experience in **"Operation and comprehensive maintenance of HVAC system with Central AC Plant"** "in the past.
3. The Agency should not have been blacklisted by any Government of India organisation in the past. In all such cases, the tender would be rejected and their earnest money so deposited would be forfeited.
4. The agency should not have been involved in any kind of litigation, legal cases or ever been blacklisted by any government or private agency or have any pending government investigation against them either directly or indirectly.
5. The bidder should have had Average annual financial turnover @50% of the estimated cost i.e. Rs. **66,97,140/-**during immediate last three consecutive financial years ending 31st March .2019.(Scanned copy of certificate from CA to be uploaded).
6. They should have satisfactorily completed the work as mentioned below during the last seven years ending previous day of last date of submission of Bid.

i) One similar work costing not less than 80% of estimated amount put to tender i.e (Rs.26,78,856/-)

OR

ii) Two similar works each costing not less than 60% of estimated amount put to tender i.e (Rs. 20,09,142)

OR

iii) Three similar works each costing not less than 40% of estimated amount put to tender i.e (Rs. 13,39,428/-)

(Similar work shall mean works of **"Operation and comprehensive Maintenance of HVAC System with Central AC Plant")**

(The completion certificate issued by the officer in charge will have to be furnished along with the application. The completion certificate must clearly indicate:-

- The date of completion of work; and amount
- Nature of work
- That the work has been completed satisfactorily.

(The above completion certificate must be enclosed with the copy of schedule of the same work.)

9. The bidder should not have incurred a loss (Profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly certified and audited by the CA (The balance sheet in case of PVT/Public Ltd company means its standalone finance statement and consolidated financial statement both)

Form A

Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five financial years duly certified by the CA, as submitted by the applicant to the Income Tax Department (Copies to be attached)

Financial years	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**
Gross Annual Turnover					
Profit Loss					

(Signature of CA with Seal) (Signature of Bidder)

10. The bidder shall submit Net Worth certificate of minimum 40% of the estimated cost put to tender issued by Chartered Accountant on form prescribed hereunder:

Form B-1

It is to certify that as per audited sheet and profit and loss account during the financial year..... ..... the net worth of M/s.....(Name & registered address of the company/ firm) as on .....(the relevant date) is Rs.....after considering all liabilities. It is further certified that the net worth of the agency has not eroded by more than 30% in the last 3 years ending on .....

(Signature of Chartered Accountant with

Date and seal i/c membership of ICAI)

11. Certificate of Financial Turnover: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of eligibility bids. There is no need to upload entire voluminous balance sheet.

12. While selecting any of the cells in the BOQ, a warning appears that if any cell is left black the same shall be treated as "0". Therefore, if any c ell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

13. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of ITPO is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

14. The contractor shall not be permitted to bid for works in ITPO, if the contractor or any of his/ her near relatives are posted in ITPO. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him/her and who are near relatives to any officer in ITPO or ministry of commerce and industries. Any breach of this condition by the contractor would render him liable to be removed from the contract and further works in ITPO.

15. **The contractor shall have to execute the comprehensive maintenance of high side of central AC plant through OEM or their authorized service agents only otherwise no payment shall be made by the department for comprehensive maintenance part i.e. item No.1 of schedule of work.**

OR

Contractor may get execute the comprehensive maintenance of high side of Central AC plant by deputing AHRI/ARI certified technician using material/spare parts from OEM/Authorised dealer and service/repair advise after the inspection by OEM at zero month, 5th month, 11th month of the starting of AMC. The Contractor shall not be reimbursed for inspection charges but has to share the inspection report with Engineer In-charge, hence he has to quote accordingly.

16. **Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app as per the schedule as given in CRITICAL DATE SHEET as under.**

INDICATIVE CRITICAL DATE SHEET

Published Date	**06/03/2020**
Bid Document Download Start Date	**06/03/2020**
Bid Submission Start Date	**06/03/2020**
Bid Submission End Date	**12/03/2020at 3.00PM**
Bid Opening Date	**13/03/2020at 3.00 PM**

17. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app**'.** Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

18. Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have Business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parities liable to rejection.

19. Tenderer who has downloaded the tender from the **ITPO's web site** www.indiatradefair.com and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app, **shall not modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with ITPO.

20. Intending tenderers are advised to visit again ITPO website www.indiatradefair.com and CPPP website https://eprocure.gov.in/eprocure/app at least 2 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

EMD Payment & Tender cost:

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

BANK Details for EMD Payment through NEFT/RTGS:

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

a. The Hard Copy of original instruments in respect of cost of tender document, earnest money, must be delivered to the **Manager (Electrical)** India Trade Promotion Organisation, .Hall No.7, 1st Floor, Pragati Maidan, New Delhi - 110001 on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD/RTGS,etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.
b. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet.** After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.
c. Due consideration and relaxation in the norms for MSME/NSIC/Startup/MSE in Public procurement will be given as per the directions issued by Govt. of India and also preference would be given to SC/ST – MSME entrepreneurs up to 4% within the 20% ceiling earmarked for MSME entrepreneurs subject to the production of valid relevant documents for specific work as required in NIT.

Submission of Tender

Th**e tender shall be submitted online in Two part, viz., technical bid and Financial bid.**

All the pages of bid being submitted must be signed wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

The following documents are to be furnished/ uploaded by the Contractor along with **Technical Bid within the period of bid submission** as per the tender document (As applicable):

i) Scanned copy of Demand Draft/ RTGS of any scheduled Bank against EMD and tender fee.

ii) Scanned copy of PAN,GST number, EPF & ESI registration number and valid Electrical License issued by competent authority **(for Electrical license tenderer may be allowed to associate with the agency having valid Electrical license at the time of submission of Performance Guarantee).**

iii) Certificate of Work Experience. (Completion / Experience certificate shall be issued by an officer in charge/ Project manager executing the work.

iv) Scanned copy of Tender Acceptance Letter & Price Bid undertaking.

v) The bidder shall have to furnish an affidavit as under:

"I/ We undertake and confirm that eligible similar works has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/ We shall be debarred for bidding in ITPO in future forever. Also, if such a violation comes to he notice of Department before date of start of work, the Engineer in charge shall be free to forfeit the entire amount of Earnest Money Deposit/ Performance Guarantee. (Scanned copy to be uploaded at the time submission of bid)".

vi) Form-A: Certificate of financial statement expressing gross turnover and profit/loss.

vii) Form –B: Net worth Certificate.

viii) GST Registration certificate of the state in which the works are to be taken up, if already obtained by the bidder. If the bidder has not obtained the GST registration in the state in which the works is to be taken up, or as required by GST authorities, then in such as case the bidder shall scan and upload following undertaking along with other bid documents.

"If work is awarded to me, I/ We shall obtain GST Registration certificate of the state, in which the works to be taken up, within 10 days from the date of receipt of award letter or before release of any payment by ITPO, whichever is earlier, failing which I/ We shall be responsible for any delay in payments which will be due towards Me/ Us on account of work executed and/ or for any action taken by ITPO or GST department in this regard.

Financial Bid

(a) Schedule of price bid in the form of BOQ_XXXX .xls. format

Annexure: II

Instructions for Online Bid Submission:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
8) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized

persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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

Date:

To,

_____
_____

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - Operation and Annual Comprehensive Maintenance contract of Central AC Plant of Hall -12-12A at Pragati Maidan, New Delhi for the period of two years. (SH: Operation and Comprehensive Maintenance of 3x450TR Central AC Plant)

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
_____
_____
as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

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

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

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure: IV

.FINANCIAL BID UNDERTAKING

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

_____

_____

To,

_____

_____

Dear Sir/Madam,

I submit the Price Bid for **"Operation and Annual Comprehensive Maintenance contract of Central AC Plant of Hall -12-12A at Pragati Maidan, New Delhi for the period of two years. (SH: Operation and Comprehensive Maintenance of 3x450TR Central AC Plant)''**and related activities as envisaged in **the Bid document.**

1. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

2. I offer to work at the rates as indicated in the price Bid, Annexure IV **inclusive of all applicable taxes with GST**

Authorized Signatory
(Signature of the Authorized Person)

INTEGRITY PACT

To,

Sub: NIT No. -

for the work - '' **Operation and Annual Comprehensive Maintenance contract of Central AC Plant of Hall -12-12A at Pragati Maidan, New Delhi for the period of two years. (SH: Operation and Comprehensive Maintenance of 3x450TR Central AC Plant)''**

Dear Sir,

It is hereby declared that ITPO is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the renderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement on behalf of the ITPO.

Yours faithfully,

(Manager Electrical))

AMENDED UPTO CON 280 CPWD – 6

GOVERNMENT OF INDIA

INDIA TRADE PROMOTION ORGANISATION

General Detail of Notice Inviting Tender

Item rate tenders through e-tendering are invited on behalf of the CMD, ITPO from the specialized agencies dealing in the field of **"Operation and comprehensive Maintenance of HVAC System with Central AC Plant"**in two bid system up to **3.00 PM on 12.03.2020** which will be opened by him (or) his authorized representative at **3.00 PM on 13.03.2020** for the work of **"Operation and Annual Comprehensive Maintenance contract of Central AC Plant of Hall -12-12A at Pragati Maidan, New Delhi for the period of two years. (SH: Operation and Comprehensive Maintenance of 3x450TR Central AC Plant)."**

The enlistment of the contractors should be valid on the last date of receipt of tenders. In case only the last date of receipt of tender is extended, the enlistment of contractor should be valid on the original date of receive of tenders.

1. The work is estimated to cost **Rs. 66,97,140/-** This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful tenderer on prescribed Form No. C.P.W.D. 7/8 which is available as a Govt. of India publication. Tenderer should quote his rates as per various terms and conditions of the said form which shall form part of the agreement.
3. The time allowed for the work will be **730** days.
4. The site for the work is available.

   OR

   The site for the work shall be made available in part as specified below.

5. Tenders shall be accompanied with **Earnest money of Rs. 1,34,000/-** and **cost of tender Rs. 1180/-** through demand draft of a scheduled bank issued in favour of India Trade Promotion Organisation, New Delhi or NEFT in the ITPO account.
6. The Contractor, whose tender is accepted, shall be required to furnish performance guarantee @5% (Five percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed from. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.
   Copies of other drawings and documents pertaining to the works shall be open for inspection by the tenderers at the office of the above mentioned officer.

   Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general themselves obtain all necessary information as to risks, contingencies and

other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. shall be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

7. The competent authority on behalf of the CMD, ITPO does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

8. Canvassing whether directly or indirectly, in connection with tenders if strictly prohibited and the tenders submitted by the contractors who resort to canvassing shall be liable to rejection.

9. The competent authority on behalf of CMD, ITPO reserve the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

10. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

11. The tender for the works shall remain open for acceptance for a period of **sixty (60)** days from the date of opening of tenders/Sixty days from the date of opening of financial bid in case tenders are invited on 2/3 envelope system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government , without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer not be allowed to participate in the re-tendering process of the work.

12. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting Authority, **within 7 days** from the stipulated date of start of the work, sign the contract consisting of:-

(i) Non Judicial Stamp for **Rs. 100/-**

(ii) Schedule of Work with terms and conditions.

(iii) GCC-2014

(iv) And any other relevant documents.

SCHEDULE 'E'

Schedule of component of Cement, Steel, other materials, Labour etc. for price escalation.- Nil

CLAUSE 10 CC

Component of Cement – expressed as percent of total value work.	N/A
Component of Steel-expressed as percent of total work.	N/A
Component of civil (except cement & steel)/Electrical construction	N/A
Materials-expressed as percent of total value of work.	
Component of labour-expressed as per cent of total value of work.	N/A
Component of P.O.L. – expressed as percent of total value work.	N/A

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of work: **"Operation and Annual Comprehensive Maintenance contract of Central AC Plant of Hall -12-12A at Pragati Maidan, New Delhi for the period of two years. (SH: Operation and Comprehensive Maintenance of 3x450TR Central AC Plant)."**

(i) Estimated cost of work	**Rs. 66,97,140/-**
(ii) Earnest money:	**Rs. 1,34,000/-**
(iii) Performance Guarantee	5% of tendered value
(iv) Security Deposit	2.5% of actual work done

General Rules & Directions

Officer inviting tender	Manager (Elect.)
Maximum percentage for quantity of items of work to be executed beyond Which rates are to be determined in accordance with Clauses 12.2 & 12.3	50%

Definitions

2(v)	Engineer-in-Charge	Manager (E)
2(viii)	Accepting Authority	As per DFPR Sch. V of ITPO

2(x) Percentage on cost of materials and Labour to cover all overheads and profits. 15%

2(xi) Standard Schedule of Rates market rates

2(xii) Department ITPO (Engg.)

9(ii) Standard CPWD contract Form CPWD form **7**/8 as modified & corrected upto date

Clause 1

(i) Time allowed for submission of Performance Guarantee From the date of issue of letter of acceptance 7 days

(ii) Maximum allowable extension beyond the period

(Provided in i) above 4 days

Clause 2

Authority for fixing compensation under clause 2. GM (W)

Clause 2A

Whether clause 2A shall applicable No

Clause 5

Number of days from the date of issue of letter

Acceptance for reckoning date of start 3 days

Mile stone(s) as per table given below:

Table of Mile Stone(s)

Sl. No.	Description of Milestone(Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
1.	-	-	As per the conditions of contract
2.	-	-	- do-
3.	-	-	- do-
4.	-	-	- do-

Time allowed for execution of work **730 days (Two year)**

Clause 6, 6A
Clause applicable – (6 or 6A) Clause 6A
Clause 7
Gross work to be done together with net payment/adjustment- **Quarterly payment on the basis actual work done shall be made** or advance for material collected, if any since the last such payment for being eligible to interim payment
Clause 10A
List of testing equipment to be provided by the contractor at site lab.

As per the site requirement and as per direction of Engineer Incharge

Clause 10 B (ii)

Whether Clauses 10 B (ii) shall be applicable No

Clause 10CA

Materials covered under this clause Nearest Material for which All India Wholesale Price Index is to be Followed

1._____
_____NA_____

2._____ _____

Clause 10CC
Clause 10CC to be applicable in contracts with stipulated period of Completion exceeding the period show in text column 18 months

Clause 11
Specification to be followed for execution of work CPWD Specifications 2009, Part I & II with Up-to-date correction slips.
Clause 12
Deviation limit beyond which clauses 12.2 & 12.3 shall Apply for building work 50%

Deviation limit beyond which clauses 12.2. & 12.3 Shall apply for foundation work 50%

Clause 16
Competent Authority for deciding reduced rates. DGM (W)

Clause 18
List of mandatory machinery, tools & plants to be deployed by the contractor at site:-
As per the site requirement and as per direction of Engineer Incharge

Clause 36(i)

S.N.	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i) Figures Words
1.	Diploma Engg	E/M	Technical	2 Years		15000/-
2.	Degree in Engg.	E/M	Technical	5 Years		25000/-

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

CLAUSE 42 **N/A**

(i)(a) Schedule/statement for determining theoretical quantity of cement & Bitumen on the basis of Delhi Schedule of Rates DSR 2018 printed by C.P.W.D.

(ii)Variations permissible on theoretical quantities.

a) Cement for works with estimated cost put to Tender not more than Rs. 5 Lakhs — 3% plus/minus
For works with estimated cost put to tender More than 5 Lakhs — 2% plus/minus

b) Bitumen for all works — 2.5% plus only & nil on minus side

c) Steel Reinforcement and structural steel Sections for each diameter, section and category — 2% plus/minus

d) All other materials — Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement	N/A	N/A
2.	Steel reinforcement	-	-
3.	Structural Sections	-	-
4.	Bitumen issued free	-	-
5.	Bitumen issued at stipulated fixed price	-	-

INDIA TRADE PROMOTION ORGANISATION
(Engineering Division)

CORRIGENDUM TO FORM 7/8/9 (CPWD) MUST BE READ ALONGWITH THE PAMPHLET

S.No.	FOR	READ
1.	Govt. of India	India Trade Promotion Organisation (A Govt. of India Undertaking)
2.	CPWD of Government	India Trade Promotion Organisation
3.	CPWD – 7/8/9	ITPO – 7/8
4.	President/President of India	CMD, ITPO
5.	Chief – Engineer	General Manager (Works)
6.	Superintending Engineer	Deputy. General Manager (Elect.)
7.	Engineer-in-charge/ Divisional Engineer/ Executive Engineer/ Divisional Office	Manager (Elect.)
8.	Sub-Divisional Officer/Asstt. Engineer	Deputy Manager (Elect.)
9.	C.T.E.	General Manager (Works)
10.	Admn. Head	C.M.D./General Manager
11.	Ministry of Works & Housing	ITPO/Ministry of Commerce
12.	CPWD Code, Paragraph'90	Shall be applicable to ITPO works.
13.	DSR-2007	Shall be applicable to ITPO works.
14.	CPWD specifications	Shall be applicable to ITPO works.
15.	DSR(Internal) 2007 for Electrical works.	Shall be applicable to ITPO works.
16.	CPWD specifications (Internal) 2005 Electrical works	Shall be applicable to ITPO works.
17.	DSR External 2007 for Electrical works and specification.	Shall be applicable to ITPO works.
18.	Provision of section 12 Subsection (i) of the works man compensation	Shall be applicable to ITPO works.

19.	Provision of contract labour (Regulation and abolition Act 1970 and contract labour (Regulation and abolition) control rules 1971 section 20 sub-section (A) of the contract labour (Regulation and abolition Act 1970).	Shall be applicable to ITPO works.
20.	Provision of the payment of wages Act, 1986 Minimum wages Act, 1986 1943 industrial disputes Act, 1947 Material benefits Act, 1961.	Shall be applicable to ITPO works.
21.	CPWD safety code framed from time to time.	Shall be applicable to ITPO works.
22.	CPWD maternity benefits to labour.	Shall be applicable to ITPO works.
23.	Provision of the Arbitration Act, 1972.	Shall be applicable to ITPO works.
24.	Section 74 of India Contract Act, 1973.	Shall be applicable to ITPO works.
25.	Model Rules of the protection health and sanitary appointment for workers employed by CPWD,	Shall be applicable to ITPO works.
26.	CPWD Contractor labour regulations.	Shall be applicable to ITPO works.

MANAGER (Elect.)

INDIA TRADE PROMOTION ORGANISATION
Engineering Division

No.169-ITPO(1)/E-E /2019-20/1917 **Dated: 06.03.2020**

BRIEF NOTICE INVITING TENDER

Manager, Electrical India Trade Promotion Organisation, Pragati Maidan, New Delhi on behalf of CMD, ITPO invites **Item rate tender** for the following work from the Specialized agencies dealing in the field of **"Operation and comprehensive maintenance of HVAC system with Central AC Plant"** in two bid system **through online e-tendering. Manual/offline bids shall not be accepted.** The details of which briefly described are hereunder:

S.N.	Name of work	Time for Completion	Estimated Cost	Earnest Money	Cost of Tender
1.	**Operation and Annual Comprehensive Maintenance contract of Central AC Plant of Hall -12-12A at Pragati Maidan, New Delhi for the period of two years. (SH: Operation and Comprehensive Maintenance of 3x450TR Central AC Plant)**	**24 Month**	**66,97,140/-**	**1,34,000/-**	1180/- I/C GST

The bids can be submitted on line up to 12/03/2020 up **to 03.00** PM with date of opening at **3.00 PM on 13/03/2020**. For further details including eligibility, downloadable form of tender documents etc. please refer website www.indiatradefair.com, www.gem.gov.in (For Reference) & www.eprocure.gov.in (for e-tendering)

Manager(Elect.)

I.T.P.O.

India Trade Promotion Organization
(Electrical Unit)
Schedule of work

Name Of Work: Operation and Annual Comprehensive Maintenance contract of Central AC Plant of Hall - 12-12A at Pragati Maidan, New Delhi. (SH: Operation and Comprehensive Maintenance of 3x450TR Central AC Plant)

S.No.	Description of Item	Qty	Rates	Unit	Amount
1.	Annual Comprehensive maintenance of central air conditioning plant with details of equipment as under as per terms & condition attached (a) 450 TR Centrifugal Chilling Unit =3 Nos.(Carrier make) (b) Chilled Water Pumps (Primary)=3 Nos. (c) Chilled Water Pumps (Secondary)=3 Nos. (d) Condenser Water Pumps=3 Nos. (e) Cooling Tower=3 Nos. (f) Floor Mounted AHU's =10 Nos. (g) Tube Axial Flow Fan=10 Nos. (h) All the Electrical Control Panel in AC Plant, Control Console Panel & AHU Room Panels (i) Associated work such as piping, valves and ducting etc.	24 Months		Per Month	
2	Operation of central air conditioning plant installed at Pragati Maidan, with details of equipments as per Item No. 1 in one shift of 8 Hrs from 10AM to 6PM on all days excluding weekly rest days and Gazetted holidays, as per terms & condition attached and by deputing following man power. (i) HVAC operator – 2 nos. (ii) Khalasi - 1 no. (Note:Weekly rest for work man shall be shifted during non exhibition days)	24 Months		Per Months	
3.	Operation of central air conditioning plant installed at Pragati Maidan, with details of equipments as per Item No. 1 before 10AM and after 6PM on the days of operation in item no.2 and on holidays/ as and when required as per terms & condition attached and by deputing following man power.	720 Hrs.		Per Hr.	

	(i) HVAC operator – 2 nos. (ii) Khalasi - 1 no. (Note: Material if required during overtime shall not be paid extra as it is already considered in item no.2 of schedule of work).				
	Total Rs.				

TERMS & CONDITIONS

Name of Work: **Operation and Annual Comprehensive Maintenance contract of Central AC Plant of Hall -12-12A at Pragati Maidan, New Delhi for the period of two years. (SH: Operation and Comprehensive Maintenance of 3x450TR Central AC Plant)**

The work be carried out as per CPWD Maintenance manual, **OEM guidelines** and following CPWD General specifications:-

i) General Specifications for Heating, Ventilation & Air-Conditioning(HVAC) - 2017
ii) CPWD General Specifications for Electrical Works Part I Internal - 2013.
iii) CPWD General Specifications for Electrical Works Part IV Sub Station – 2013.
iv) CPWD General Specifications for Electrical Works Part VI Fire Detection and Alarm System – 2018.
v) CPWD General Specifications for Electrical Works Part VII D.G. Sets - 2013.

1) **Scope of work** under Comprehensive maintenance as per item No1 and 2 of the Schedule of work covers rectification of all type of major and minor defects, servicing, routine, preventive and break down maintenance for all the inventory/items mentioned, cleaning of plant and machinery, Filters, Grills, Cooling tower, plant room including providing and replacing worn-out parts and consumables, Coolant, Compressor oil, rewinding of motors etc. excluding replacement of filters in AHUs, cooling tower frills only.

2) Scope of work under Operation as per item No3 of the Schedule of work covers operation of all the inventory mentioned in item No1.

3) **Contractor has to maintained all the equipments by due preventive maintenance and keep ready for operation by deputing suitable manpower on demand at one hour notice otherwise Compensation be recovered @ Rs. 150/-per Sq.mtr. per day(for the area to be air conditioned)from the bill of the contractor for non-functioning of HVAC system, offcourse with no payment for comprehensive maintenance and operation on pro-rata basis for the day. Whereas recovery of shortage of workman shall be done @Rs. 1500/- per day for operator and Rs. 1300/- per day for helper offcourse with no payment for operation on pro-rata basis for the day.**

4) **The contractor shall have to execute the comprehensive maintenance of high side of central AC plant through OEM or their authorized service agents only otherwise no payment shall be made by the department for comprehensive maintenance part i.e. item No1 of schedule of work.**

OR

Contractor may get execute the comprehensive maintenance of high side of Central AC plant by deputing AHRI/ARI certified technician using material/spare parts from OEM/Authorised dealer and service/repair advise after the inspection by OEM at zero month, 5th month, 11th month of the starting of AMC. The Contractor shall not be reimbursed for inspection charges but has to share the inspection report with Engineer In-charge, hence he has to quote accordingly.

5) Contractor has to intimate the Engineer In-charge atleast one day in advance through email as well as telephonically about the weekly rest for his workman.

6) The contractor make arrangement for the operation of A.C. plant for providing air conditioning facilities of required temperature in the **Hall Nos. 12-12A** at Pragati Maidan,New Delhi during Exhibition/conference days and as per the direction by the Engineer-in-charge or his authorized representative for which prior intimation may be given.

7) The contractor shall provide his contact telephone number, Mobile number, e-mail ID and provide a dedicated mobile phone having video calling facility (with internet) at plant room.

8) The operation of plant and timings shall be as per the direction by the Engineer In-Charge or his authorised representative and if any issue arises which is beyond the scope of the contractor he has to convey it to Engineer In-charge through email and in writing as well as telephonically.

9) If the operation of AC plant is required early/late hours beyond the general shift the arrangement of staff shall have to be made by the contractor and payment shall be made as per Item No. 3.

10) The following checks are to be made before & after starting the plant and records be maintained which can be checked by the Engineer-in-charge or his authorised representative at any time:
    a) General cleaning of cooling tower
    b) Checking of leakage of gas/water
    c) Checking of oil level and making top up
    d) Checking of all valves
    e) Checking of all control panels & all safety controls
    f) Checking of the all chilled water and condenser water pump glands etc.
    g) Adjustment of valves
    h) Leakage of refrigerant gas, oil etc.
    i) Checking of AHU's blower motors and control panels etc.
    j) Checking of cooling tower, fans motors etc.

11) During the operation of A.C. Plant if any fault occurs the firm shall rectify the same immediately by deploying extra labour & material and specialist technician in the field e.g. electrician, plumber, welder, refrigeration engineer in suitable numbers etc. for which nothing extra shall be paid as already covered in the scope of item No 1 of schedule of work.

12) The staff on duty shall be covered with the labour laws as amended upto date as well as minimum wages.

13) The agency has to do air balancing / water balancing as and when required and nothing extra shall be paid on this account.

14) The agency has to keep the following T&P ready in working condition at site for daily use

    (i) Thermostat (wet bulb and dry bulb)
    (ii) Anemometer.
    (iii) Tong tester etc.

15) The agency shall deploy following workman at each of two sites in one shift from 10AM to 6PM by the contractor against item No. 2 of Schedule of work as details given below:
    i) Operator -2 Nos.
    ii) Helper -1 No.
    iii) Engineer - As & when required
    iv) In addition to above, agency has to provide other manpower for maintenance purpose.

16) If the operational staff found missing from the duty against Item No. 2 the recovery shall be made as per following rates:-

i)Operator -Rs.1500/- Per shift per day
ii)Helper -Rs.1300/-per shift per day

17) The timings/duration of deployment of above staffs shall be as per the direction by the Engineer-in-Charge or his authorised representative and which is binding on the agency and may be paid on hour basis as per item no.3.

18) The contractor shall provide proper uniform (colour and shade as approved by the Engineer-in Charge) along with badges (name plate) Badge and shoes within 2 days of start of work. In the event of non-compliance a recovery of Rs. 50/- per day per employee be made. The employee and labours engaged by the contractor under this contract wear neat and clean uniforms along with name badges as approved by the Engineer-in-Charge and nothing extra shall be paid by department.

19) All the installation of the A.C. system(inventory) will be handed over to the contractor in working conditions on award of work and the contractor shall be responsible for its watch and ward and security and on closing of contract the same shall be handed over back to the department or any other agency as decided by the Deptt. in good working condition, otherwise necessary recovery shall be made from the agency but nothing extra shall be paid by the department on this account hence agency has to quote accordingly.

20) The contractor shall have to arrange all type of tools and plants and special T&P etc. at his own cost as required to carry out work for which nothing extra shall be paid to the contractor by the department.

21) The staff of the contractor shall maintain the log book for A.C. System in a manner as approved by the Engineer-in-Charge and log book shall be supplied by the contractor.

22) The contractor shall be fully responsible for the safety of all labour/employees employed on the work under this contract.

23) There shall be no liability on the department to pay any compensations arising out of any labour dispute or accident etc at site.

24) The firm shall maintain history cards of each equipment maintained under their control. There shall be checklist for preventive & comprehensive maintenance schedule including de-scaling servicing, general cleanliness & checking etc. To be carried out weekly, quarterly & annually. The firm shall be providing all the necessary maintenance services and the same shall be recorded in the history cards of the equipment. Copy of this history card shall be submitted to Engineer-in-Charge for the record.

25) The agency shall be responsible for efficient and effective maintenance & operation of complete HVAC system and for proper monitoring he has to maintain record of such parameter as temperatures, pressures, approaches etc.

26) Low side of HVAC System shall be serviced as and when required during the contract period. One of these services shall be rendered positively before the onset of summer to ensure trouble free working of the system during the summer season. Break down calls shall be attended to during the contract period. The compressor and all other equipment shall be checked for its proper functioning and if any defect is found the same shall be rectified. The defective parts shall be replaced and consumable like oil,

coolant etc. shall also be supplied by the firm whenever necessary for which nothing extra shall be paid.

- Leak testing of the entire machine shall be carried out and if any leakage of oil, gas is found the same be made good by the firm for which nothing be paid.
- Compressor motor and condenser/chilled water pumps as well as the respective starters shall be checked for satisfactory functioning. In case of any repairs/replacement to them shall be carried out by the firm for which nothing extra shall be paid.
- Cooling tower sprinklers, pipes, etc. shall be inspected and attended for proper spray and repair/replacement shall be done for which nothing extra be paid.
- Safety control such as HP, LP, OP shall be tested for proper functioning and in controls like solenoid valve, thermostat and humidity state are also covered under this contract for which nothing extra be paid.
- The air handling unit filters shall be inspected and cleaned regularly nothing extra shall be paid.
- Cleaning of the cooling tower shall be carried out compulsory once in a season and in addition as and when required for which nothing extra shall be paid.
- De-scaling of the condenser shall be carried out compulsory once in a season and in addition as and when required for which nothing extra shall be paid.
- De-scaling of the cooling coil of AHU's shall be carried out as and when required for which nothing extra shall be paid.

27) Since the centrifugal chilling units may be with Micro Processor based control panel the same shall be checked regularly for its satisfactory operation and if any electronic parts are found defective the same shall have to be repaired/replaced by the firm for which nothing extra shall be paid.

28) The adequate team of maintenance shall be available at site as per requirement of the work and it is responsibility of the contractor to provide maintenance team to attend break down immediately on call by any representative from site, in case of breakdown and restore the A.C facility.

29) The workers deployed by the contractor at site for electrical works should have valid wireman license/electrical workman permit/electrician license.

30) The contract can be closed by the department at any time without assigning any reason on the direction of Engineer-in-Charge, which shall be final and binding on the Contractor and agency shall not be allowed for any compensation due to this.

31) The contractor shall maintain register of wages or wages cum muster roll and payment of wages to every worker shall be paid by the contractor through Bank or ECS or online transfer to his bank account only.

32) The EPF & ESI contribution on the part of employer in respect of this contract shall be paid by the contractor and contractor shall submit the uploaded copy of ECR in the proof of EPF & ESI contribution of employees deployed in the work at the time submission of bill for the payment (**The amount of EPF and ESIC is already include in the contract, nothing extra shall be paid).**

33) Labour laws & regulations shall be complied by the contractor and all details of compliance of labour laws, regulations and payment details may be uploaded on ITPO website regularly by department.

34) Workers engaged by the contractor for execution of work shall be liability of the contractor and they shall not be considered for any type of regular employment in the Department in any case.

35) The quoted rates shall be inclusive of all taxes, duties etc. **inclusive GST** and the payment will be done on the basis of quoted rates in the BOQ.(nothing extra shall be paid on account of this).

36) **Force Majeure Clause:**

In case of fire, flood, theft, riots, war, acts of terrorism, earth quake etc. The contractor may not be liable or deemed to be in default of any delay/failure in performance stated in this contract.

37) In case the department (ITPO) withdraws works due to any other reason, this work order be terminated by the department with giving 1 (One) week prior notice to the agency. In this case, any type claim of the agency not be entertained by the department.
38) The Contractor shall take over the site and start the work within 2 days from the date of issue of work order. If the agency fails to start the work then this stipulated period then his EMD shall be forfeited without giving any notice. The decision of Engineer-in-Charge in this regard is final and binding on the contractor.
39) Agency has to deploy staff of good health and good moral character.
40) The agency shall be fully responsible for labour, their character, providing uniform and making them timely payments of minimum wages in accordance with minimum wages act as applicable from time to time. All wages have to be paid directly by the contractor through bank or ECS or online transfer to the bank account of labour and have to submit bank statement to the Engineer in-charge on monthly basis. However in respect of payment on account of ESI & EPF.
41) The agency shall make all safety arrangement at site and shall be responsible / liable for any accident. Department shall not have any responsibility or liability of any kind in respect of accident with the staff employed by the agency.
42) First Aid Box has to be arranged and maintained by the agency without any extra cost.
43) Agency has to ensure following Qualification and experience required for the workers engaged other than for repair/service of high side of AC plant as high side has to be dealt separately by AHRI/ARI certified technician:-

(a) HVAC Plant operator: 5 years practical experience in the relevant field with ITI and Xth pass.
(b) Wireman: having valid electrical wireman licence/ITI pass with 5 years experience in the relevant field.
(c) Mechanic: ITI pass having 3 years practical experience in the relevant field.
(d) Khallasi : Should be physically fit for unskilled works.

Manager(Electrical)
I.T.P.O.
Pragati Maidan, New Delhi-110001

ADDITIONAL CONDITIONS

1. CONTRACTOR shall have to make his own arrangements for tools & plants required for the work. The department shall not supply any tools and plants unless otherwise specified.
2. The contractor must see the proposed site for the work and study specifications and conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions of ignorance of specifications.
3. The site is available, tenderer should see the approaches and conditions of the site. In case any approaches for main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractors the same be provided, improved and maintained by the contractor for stacking materials erection of Go down, site office erection of his plant and machinery etc. at his own cost. The contractor should plan the procurement of materials according to the space available. No claim on account of cost of such works shall be entertained by ITPO.
4. The contractor shall have to work according to progress of work as decided by the Engineer-in-charge. No claim what-so-ever shall be entertained on this account.
5. The contractor shall consult the Engineer-in-charge in writing regarding collection and stacking of materials in any place other than those approved by the Engineer-in-charge. No excavated earth or building materials shall be stacked on areas for which permission of Engineer-in-charge has not been taken.
6. The contractor must take all precautions to avoid all accidents by exhibiting day and night necessary caution boards, speed limit boards, red flags and red lights and providing barriers. He shall be responsible for all damages and accidents caused due to the negligence on his part. No hindrance shall be caused to Traffic during execution of work.
7. The contractor shall maintain in good condition all work executed till the completion of the entire work allotted to the contractor and handing over of the same to ITPO.
8. No compensation shall be payable to the contractor for any damage caused by rains windstorm or floods during execution of work. He shall make good all such damages at his own cost and no claim on this account shall be entertained. The contractor shall drain out the rain water collected during execution of the work from the excavated trenches at his own cost. Nothing extra shall be payable on this account.
9. At least one authorized representative should always be available at site of work to take instructions from departmental officers and ensured proper execution of work. This shall apply specially for works exceeding more than one lakh.
10. The contractor shall have to work as per program of the department. No claim what-so-ever shall be entertained on this account.
11. If the tenderer withdraws his option before award of the work or make any modification in the conditions of the tender which are not acceptable to the India Trade Promotion Organization without prejudice to any other right, or remedy, be at liberty to forfeit 50% of the said earnest money absolutely.
12. The work shall be carried out strictly as per CPWD specifications 2017, part I & II for electrical works, substation work, HVAC works, fire alarm works with up to date correction slips.
13. The contractor shall take approval from the Manager (Electrical) in writing for collection and stacking of materials.
14. The contractor must follow CPWD Safety Code as provided in general conditions of contract for CPWD works.
15. Any damage done by the contractor or his workmen to any existing work during the course of execution of the work is made good by him at his own cost.
16. Contractor clear the site thoroughly of all rubbish etc. left out of his materials immediately on completion of the work and properly clean the site around the

building to the satisfaction of the Engg.-in-charge. Otherwise the site shall be cleared by the department at his risk & cost to remove and clean the site.

17. The contractor to whom the work is awarded shall have to sign the agreement on non judicial stamp papers of Rs. 100.00 and the cost of such stamp paper shall be borne by the contractor.
18. Electrical material (if any) be stacked by the contractor at space provided by ITPO where as watch & ward shall be the responsibility of contractor.
19. All incidental charges of any kind whatsoever including cartage, cutting and wastage etc. shall be born exclusively by the contractor and nothing extra shall be paid to him on this account.
20. The earnest money shall not be accepted in the form of the Bank guarantee.
21. The Final/Running bill payment shall be released after fulfilling the following conditions.

(i) PF & ESI numbers of employees engaged by the contractor for ITPO's works.
(ii) That the agency should file a separate ECR against ESI & EPF for the individual workers engaged in ITPO submit the same with bank certified copy, bill, wage sheet and attendance sheet etc.
(iii) That the agency should disburse the payment to individual contractual workers in their bank account and submit proof of the same to the Engineer In-charge or his representative.
(iv) Contractual labour Act Registration, if applicable.

Manager(Elect.)

I.T.P.O.

Mninmum Wages

Description	Unit	Rate (Rs.)
Wireman, Grade -1	1 day	733.00
Fitter, Grade - 1	1 day	733 .00
Fitter, Grade -2	1 day	666 .00
Mason , Grade- 2	1 day	666.00
Painter	1 day	666 .00
Khallasi	1 day	603.00

AGREEMENT

AN AGREEMENT is made this ……. Day of …….two thousand ……. between the India Trade Promotion Organization,. 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 or excluded by the contract here of and assignees of and represented by its Managing Director, ITPO the first party (hereinafter called the Authority) and by its sole Proprietor/Partner/Managing Director …… Residence of ……(which expression shall be include his/its successors heirs, executors, representatives and or assignees of the second party (hereinafter called the contractor).

WHEREAS the Authority had, under Notification ……..dated ……. invited tenders for the work of ……

WHEREAS the contractor has submitted tender for carrying out the ……as per the tender documents page 1 to page…….. and has represented that in conformity with his/its obligation contained in the tender as modified by the correction slips and corrigendum contained he/it shall carryout the same truly, faithfully and honestly.

THE SAME has been accepted by both the parties on the terms and conditions, corrections, corrigendum contained in the tender as modified as well as the letter of acceptance issued party No.1 annexed here to as.

The same shall be binding on both the parties.

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

Date the

AT New Delhi

WITNESS:

1. Party No.1

2. Party No.2

(On company's letterhead)

Dated……

Mnager (Electrical)
India Trade Promotion Organisation,
Pragati Maidan New Delhi-110001

Sub: **Certificate of Authenticity/Genuineness**

(To be given along with the final report/bill while submitting hard evidences of deliverables)

Dear Sir,

We are pleased to enclose herewith our bill/invoice No. dated…. For an amount of Rs……. as per the job order received vide letter/e-mail dated….. from ITPO on the acceptance of our offer vide tender bid dated…….

This is to certify that all the enclosures being given herewith as documentary evidence in the hard copy version/soft version are correct to the best of our knowledge/belief. We have provided the English translation wherever necessary so as to facilitate appreciation of the work undertaken. All the information provided in the CD/Pen drive is also correct and reflects the legitimate work performed by us.

We hereby also undertake that we have deleted the data so collected at the Registration Desk after handing over all the hard and soft copies to ITPO team. Further, the information as gathered has not been passed on to any body other than ITPO officials.

The manpower engaged for carrying out the work under this contract/arrangement has been paid their necessary remunerations as per our arrangement with them. Their particulars, names, addresses, telephone numbers etc. along with their attendance record and details of the work performed, are also enclosed. We indemnify ITPO for any claim whatsoever from any of the person engaged by us for executing the contract/work order.

Thanking you,

Yours sincerely,

Date:

Place: Authorized Signatory