Annexure: I

INDIA TRADE PROMOTION ORGANISATION

TENDER NOTICE

Offline Tenders are invited through two bid system for Hiring of Heavy/Light duty hydro Cranes (Recovery Vans) during IITF 2019 to be held at Pragati Maidan from 14 – 27, November 2019 and other fairs of ITPO up to October 2020**.**

The detail of tender is as under.

S.N	Name of work	Estimated Cost Rs.	Earnest Money Rs	Cost of Tender
1	Providing of Cranes (Recovery Vans) Heavy/Light duty	**4,00,000/-**	**8,000/-**	**590/-**

1. The tender documents are available on our website www.indiatradefair.com (for reference & downloading) **& www.eprocure.gov.in** and same can be down loaded. However, the documents required such as two DDs towards Cost of Tender and Earnest money (Demand Draft should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited in Room of Manager (Security) before opening time the e-tender. The contractor should have PAN Number, GST Number, TIN number, ESI, EPF Registration Number.

2. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com 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	**17/09/2019**
Bid Document Download Start Date	17/09/2019
Bid Submission Start Date	17/09/2019
Bid Submission End Date	**30/09/2019 at 1.00 PM**
Technical Bid Opening Date	**01/10/2019 at 3.00 PM**

3. Bids shall be submitted in tender box kept at Security office only.

Tenderers/Contractors are advised to follow the instructions to the Contractors/Tenderer for the submission of the bids.

4. 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.

5. 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.

6. Intending tenderers are advised to visit again ITPO website **www.indiatradefair.com** and CPPP website https://eprocure.gov.in/eprocure/app at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

7. EMD Payment & Tender cost:

If Earnest Money Deposit & Cost of tender is deposited electronically by NEFT/RTGS in the account of ITPO at the below mentioned details, 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

The Hard Copy of original instruments in respect of cost of tender document, earnest money, must be delivered to Manager (Security) India Trade Promotion Organisation, 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. EMD of the agencies other than lowest bidder shall be refunded. EMD will not bear any interest.

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

Submission of Tender

Th**e tender shall be submitted in tender box in two parts, 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/courier shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

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

i) Copy of valid registration .
ii) Copy of PAN No, GST number, EPF &ESI registration number, copy of GST return/clearance certificate up to date of last quarter.
iii) Copy of documents like Earnest Money Deposit, Tender cost.
iv) Copy of Tender Acceptance Letter(Annexure III)

Financial Bid

a) Schedule of price bid in the form.
b) Copy of Price bid undertaking (Annexure IV)

Annexure: II
Instructions for Bid Submission:

The bidders are required to submit bids through two bid system in tender box kept at Security control Room ITPO. The instructions given below are meant to assist the bidders to prepare their bids in accordance with the requirements and submitting their bids. More information useful for searching bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

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.

SUBMISSION OF BIDS

1) Bidder should submit 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 sign all the required bid documents as indicated in the tender document.
3) Bidder has to pay the tender fee / EMD as applicable and submit details of the instrument.
4) Bidder should prepare the EMD as per the instructions specified in the tender document and enclose with technical bid as specified in the tender documents, otherwise the 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.

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: - Hiring of Heavy/Light duty Hydro Cranes (Recovery Van) during IITF 2019 and other fairs of ITPO up to October 2020

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: www.eprocure.gov.in
_____

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,

1. I submit the Price Bid for **"Hiring of Heavy/Light duty Hydro Cranes(Recovery Vans) during IITF 2019 and other fairs of ITPO up to October 2020 "at Pragati Maidan.** and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid.

Authorized Signatory

(Signature of the Authorized Person)

Annexure: V

AGREEMENT

AN AGREEMENT is made this……BETWEEN the India Trade Promotion Organisation. A company Incorporated under the companies Act, 1956 and with its registered office at Pragati Maidan New Delhi-110 001, 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/partners, Managing Director ……(which expression shall be including his/its successor's heirs, executors, representative and or assignees of the second party (hereinafter called the contractor).

WHEREAS the Authority has, under Notification No. …….. ……..

WHEREAS the contractor has submitted tender for carrying out the work as above as per the tender document page to 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 WHEREOF, the parties have signed the deed of agreement on the date, month and year referred to above.

At New Delhi.
WITNESS

1. _____ Party No. 1
2. _____ Party No. 2

Extra schedule for specific requirements/documents for the work, if any:

Terms & Conditions

1. All the cranes should be in good condition along-with Driver and sufficient number of trained staff and the cranes be fitted with PA system.

2. In case the party withdraws or fails to meet ITPO's requirement it will amount 100% deduction from the total billing.

3. The cranes will be utilized both by ITPO as well as by Delhi Traffic Police.

4. All safety precautions would be followed by the crane provider to avoid any mishap. In case of any mishap the party will be held responsible for third party and comprehensive claims.

5. The entire staff will be in possession of operating licenses.

6. The crane shall have road worthiness certificate.

7. The drivers and operators must be equipped with mobile phones for quick response.

8. The cranes will daily report at designated places at given time.

9. The bidder is required to submit a certified copy of valid GST No., PAN No. EPF and ESI reg. No. etc. where ever applicable.

GENERAL TERMS & CONDITIONS

1. Prices quoted will be excluding GST. GST, as applicable will be paid separately. The tenderer shall submit documentary evidence of depositing the service tax to authority.

2. Only online tenders received as per NIT will be considered. Tenders received through other modes like Fax and email shall not be eligible for consideration. The tenders received after due time and date shall not be considered and shall not be opened. These will be returned unopened.

3. In the event that more than one bidder submits equal bids, ITPO's Decision will be final and binding.

4. The tenderer should not have been black-listed by any Central/State Ministry or PSU etc. In all such cases, the tender would be rejected and their earnest money so deposited would be forfeited.

5. **Earnest Money deposit - 2%** of estimated cost of tender by demand draft of a scheduled bank issued in favour of **'India Trade Promotion Organisation' or electronically by NEFT/RTGS in the account of ITPO** required to be deposited. Tender received without the EMD as specified in the tender will be liable for rejection.

6. The competent authority on behalf of CMD does not bind himself to accept the Lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without assigning 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 Tendered shall be summarily rejected.

7. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be rejected.

8. The competent authority on behalf of CMD reserves to himself 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.

9. The tender shall remain open for acceptance for a period of sixty days from the date of opening of tenders. 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 ITPO shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said security deposit as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

10. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of:-

(a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
(b) Agreement copy
(C) Award Letter
(d) Schedule of Quantities

11. Any person who submits a tender shall fill up the rate of each item of the work. In case, if any item is left blank that would be treated as nil. That item would be executed by the Agencies and payment would be paid as deemed fit by the Officer In Charge or would be summarily rejected. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort, including conditional rebates, will be summarily rejected. No tender shall include more than one work, and contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.

12. In the tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in the tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved will be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will, unless otherwise proved, be taken as correct and not the amount.

13. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs.' Should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs.2.15 P' and in case of words, the word, 'Rupees' should precede and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount.

14. On acceptance of the tender, the name of the authorized representative(s) of the contractor who would be responsible for taking instructions from the Officer-in-Charge shall be communicated in writing to the concerned Manager-in-Charge.

15. GST, turnover tax or any other tax on material in respect of this contracts shall be payable by the Contractor and ITPO will not entertain any claim whatsoever in respect of the same.

16. The contractor shall comply with the provisions of the Apprentices Act 1961, Minimum Wages Act, 1948, minimum wages notified by local Government or as defined in Wages Act not less than fair/minimum wages and Apprentice Act 1966,Contract Labour (R&A) Act, 1970, Contract Labour (R&A) Central Rule 1971, Child Labour (Provisional & Regular) Act 1986, amended from time to time and rules framed there under and other labour laws affecting contract labour that may be brought into force from time to time. If he fails to do so, the failure will be treated as breach of the contract and the Manager/Senior Manager may at his discretion, without prejudice to any other right or remedy available in law, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act. 15. Contracts shall deposit royalty and obtain necessary permit for supply of goods and services from local authorities. If pursuant to or under any law, notification or order, any royalty, cess or the like becomes payable by ITPO and does not any time become payable by the Contractor to the State Government/ local Authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the ITPO and it will have the right and entitled to recover the amount paid in the circumstances as aforesaid from dues to the contractor.

17. 'Work' means work including execution of work, supply of materials, services and equipment, etc.

CONDITIONS OF CONTRACT

1 The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the CMD and the Contactor, together with the documents referred to therein including the conditions, the specifications, designs, drawings and instructions issued from time to time by the concerned Manager and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

2 The Contractor shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.

3. Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by ITPO of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to ITPO's faulty design of works.

4. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all the obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works as the case may be (Sufficiency of Tender).

5. All documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions (Discrepancies and Adjustment of Errors).

6. Security Deposit - The security deposit equal to 5% of the tender value shall be deposited by the successful tenderer. The earnest money deposited will be adjusted towards portion of security deposit in case of successful bidder rest of the amount may be paid through demand draft of a scheduled bank issued in favour of **'India Trade Promotion Organisation' or** electronically by NEFT/RTGS in the account of ITPO. The Security deposit will not bear any interest.

7. Recovery of Security Deposit - The tenderer whose tender(s) may be accepted (hereinafter called the contractor) shall permit ITPO at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum along with the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by ITPO by way of Security Deposit unless he/they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. In case a fixed deposit receipt of any Bank is furnished by the contractor to the ITPO as part of the security deposit and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the ITPO to make good the deficit.

(i) All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by ITPO on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the India Trade Promotion Organisation, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof.

The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest money deposited at the time of tenders will be treated as part of the Security Deposit.

(ii) The security deposit as deducted above may be released against bank guarantee issued by a scheduled bank, on its accumulations to a minimum of Rs. 5 lakh subject to the condition that amount of such bank guarantee, except last one, shall not be less than Rs. 5 lakh.

8. **Compensation for Delay**

(i) If the contractor fails to maintain the required progress to complete the work on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the ITPO on account of such breach, pay as agreed 'compensation'.

(ii) ED, ITPO may levy the compensation at a rate of 1% or smaller amount on delay of each completed day or as decided by him whose decision in writing shall be final and binding. Provided always that the total amount on compensation for delay to be paid under this Condition shall not exceed 10% of the Tendered Value of work

9. When Contract can be Determined

Subject to other provisions contained in this clause, the Officer-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

(i) If the contractor having been given by the officer in charge a notice in writing to rectify, reconstruct or replace any defective work (work includes supply of materials also) or that the work is being performed in an inefficient or otherwise improper or un work man like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.

(ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the officer-in-Charge (which shall be final and binding), he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the officer in-Charge.

(iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that regard by the officer-in-Charge.

(iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that regard by the officer-in-Charge.

(v) If the contractor shall offer or give or agree to give to any person in ITPO service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for ITPO.

(vi) If the contractor shall enter into a contract with ITPO in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the officer-in-Charge.

10. Time and Extension for Delay

The time allowed for execution of the Works as specified or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from the date of award of work. If the Contractor commits default in commencing the execution of the work as aforesaid, ITPO shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the officer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate program has been agreed upon) complete the work as per mile stones given.

If the work(s) be delayed by:-

i) Force majeure, or
ii) Abnormally bad weather, or
iii) Serious loss or damage by fire, or Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
iv) Delay on the part of other contractors or tradesmen engaged by Officer-in-Charge in executing work not forming part of the Contract, or
v) Any other cause which, in the absolute discretion of the Officer-in-Charge is beyond the Contractor’s control.

Then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Officer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Officer-in-Charge to proceed with the works.

Request for rescheduling of Mile Stones and extension of time, to be eligible for consideration shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

In any such case the Officer-in-charge may give a fair and reasonable extension of time and reschedule the mile stones for completion of work. Such extension shall be communicated to the Contractor by the Officer-in-Charge in writing, within 3 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Officer-in-Charge and this shall be binding on the contractor.

11. **Measurements of Work Done**

Officer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done.

All measurement of all items having financial value shall be entered in Measurement Book or the Store Register or any other methods so that a complete record is obtained of all works performed under the contract (as applicable).

All measurements and levels shall be taken jointly by the Officer-in-Charge or his authorized representative and by the contractor or his authorized representative from time to time during the progress of the work and such measurements shall be signed and dated by the Officer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties.

If for any reason the contractor or his authorized representative is not available and the work of recording measurements is suspended by the Officer-in-Charge or his representative, the Officer-in-Charge and the Department shall not entertain any claim from contractor for any loss or damages on this account.

If the contractor or his authorized representative does not remain present at the time of such measurements after the contractor or his authorized representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of measurement, then such measurements recorded in his absence by the Officer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

12. **Payment on Intermediate Certificate to be regarded as Advances**

No payment shall be made for part work, till the whole of the work shall have been completed and certificate of completion given .For work estimated to cost over Rupees five lakhs, the interim or running account bills shall be submitted by the contractor for the work executed on the basis of such recorded measures to the Officer-in-Charge. The contractor shall not be entitled to be paid any such interim payment if the gross work done together with net payment/adjustment of advances for material collected, if any, since the last such payment is less than the amount specified in which case the interim bill shall be prepared on the appointed date of the month after the requisite progress is achieved. Officer-in-Charge shall prepare or cause to be prepared such bills in which event no claims whatsoever due to delays on payment including that of interest shall be payable to the contractor. Payment on account of amount admissible shall be made by the Officer-in-Charge certifying the sum to which the contractor is considered entitled to by way of interim payment at such rates as decided by the officer-in-Charge. The amount admissible shall be paid by 30th working day after the day of presentation of the bill by the Contractor to the Officer-in-Charge or his junior Officer together with the account of the material issued by the department or dismantled materials, if any. In the case of works outside the headquarters of the Officer-in-charge, the period of ten working days will be extended to fifteen working days.

13. **Payment of Final Bill**

The full/final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Officer-in-charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Officer-in-Charge, will, as far as possible be made within the period specified herein under, the period being reckoned from the date of receipt of the bill by the Officer-in-charge or his authorized Officer, complete with account of materials issued by the Department and dismantled materials.

14. **Work to be executed in accordance with the Specifications, Drawings, and Orders etc.**

The contractor shall execute the whole and every part of the work in the most substantial workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The Contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in writing in respect of the work assigned by the officer-in-Charge and the contractor shall be furnished free of charge one copy of the contract documents together with specifications, designs, drawings and instructions as are not included in the standard specifications of ITPO.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and method of construction.

15. **Foreclosure of Contract due to abandonment or Reduction in scope of work.**

If at any time after acceptance of tender, ITPO shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Officer-in-Charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

16. **Suspension of Work**

(i) The contractor shall, on receipt of the order in writing of the Officer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Officer-in-Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

A) On account of any default on the part of the contractor

or

B) for proper execution of the works or any part thereof for reasons other than the default of the contractor; or

C) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that regard by the Officer-in-charge.

17. **Action in case Work not done as per Specifications**

All works under or in course of execution or executed in pursuance of the contract, shall at all times be open and accessible to inspection and supervision of the Officer-in-Charge or his authorized subordinates in charge of the work and all the superior officers, officer of the Quality Assurance Unit of the Department or any organization engaged by the Department for Quality Assurance and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly authorised in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

18. **Contractor Liable for Damages, defects during Guarantee/maintenance period**

If the contractor or his working people shall break, deface, injure or destroy any part the building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear after a certificate final or otherwise of its completion shall have been given by the Officer-in-Charge as aforesaid arising out of defect or improper materials or workmanship the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default thereof the Officer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due or at any time thereafter may become due to the contractor, or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor will remain liable for damages/defects during the guarantee/maintenance period.

19. **Changes in firm's Constitution to be intimated**

Where the contractor is a partnership firm, the previous approval in writing of the officer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of hereof and the same action may be taken, and the same consequences shall ensue as provided.

20. Force Majeure

If either party hereto is prevented in the performance of any act required hereunder by reason of act of God, fire, flood or other natural disaster, malicious injury, strikes, lock-outs or other labour troubles, riots, insurrection, war or other reason of like nature not the fault of the party in performing under this contract agreement, then performance of such act shall be excused for the period of the delay and the period of the performance of any such act shall be extended for a period equivalent to the period of such delay except that if any delay exceeds six months, then the party entitled to such performance shall have the option to terminate this Agreement.

21. Arbitration

In case of any dispute, both the parties (i.e. ITPO and Security Agency) shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising under the agreement (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to the CMD, ITPO, for appointment of Sole Arbitrator. The provisions of Indian Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply on both the parties.

It is also a term of the agreement that if any fees are payable to the Arbitrator, these will be paid equally by both the parties.

The venue of the arbitration proceedings shall be the Office of ITPO, i.e. Pragati Bhawan, Pragati Maidan, New Delhi.

22. **Contractor to indemnify ITPO against Patent Rights**

The contractor shall fully indemnify and keep indemnified the ITPO against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against ITPO in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the ITPO if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Officer-in-Charge in this behalf.

23. **Withholding and lien in respect of sums due from contractor**

Whenever any claim or claims for payment of a sum of money arises out of or under the contract or against the contractor, the Officer-in-Charge or the ITPO shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the contractor and for the purpose aforesaid, the Officer-in-Charge or the ITPO shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Officer-in-Charge or the ITPO shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found

payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Officer-in-Charge of the ITPO or any contracting person through the Officer-in-Charge pending finalization of adjudication of any such claim.

24. **Lien in respect of claims in other Contracts**

Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the officer-in-Charge or the ITPO or any other contracting person or persons through officer-in-Charge against any claim of the officer-in-Charge or ITPO or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the officer-in-Charge or the ITPO or with such other person or persons

25. **Conditions for reimbursement of levy/taxes if levied after receipt of tenders.**

All tendered rates shall be inclusive of all taxes and levies payable under respective statues. However, pursuant to the Constitution (46th Amendment Act, 1982, if any further tax or levy is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the officer in charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.

26. **Termination of Contract on death of Contractor**

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the Officer in charge on behalf of the CMD ITPO shall have the option of terminating the contract without compensation to the contractor.

27. **Apprentices Act provisions to be complied with**

The contractor shall comply with the provisions of the Apprentices Act, 1961 and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the officer in charge may, in his discretion, cancel the contract.

The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

28. **SAFETY CODE**

Suitable safety should be provided for workmen for all works to prevent any misshaping to workers at place of work including Fire Safety, Security, etc. In case, if happened, contractor is responsible for all damages.