

**INDIA TRADE PROMOTION ORGANISATION**  
**Engineering Division**  
**PART-B**  
**FINANCIAL DOCUMENT**  
**ELIGIBILITY CUM TECHNICAL BID**

Name of work : Online percentage rate Tenders are invited through two bid system for **Automated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12,12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidan**.

Estimated Cost	:	<b>Rs. 45, 41,516/-</b>
Earnest Money	:	<b>Rs. 90,850/-</b> (To be refunded after receipt of performance Guarantee)
Performance Guarantee	:	5% of Tendered value
Security Deposit	:	2.5% of tendered value
Completion Period	:	455 Days
LAST DATE FOR SUBMISSION		
OF BID DOCUMENT	:	<b>03/12/2020</b>
Eligibility (Part-A) & Financial (Part-B)		

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Name of Work :- **Automated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12,12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidan.**

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**Name of Work :** Automated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12,12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidan.

## **PART-B**

### **FINANCIAL BID**

**Name of Bidder :**

**INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING FORMING**  
**PART OF BID DOCUMENT**

The Sr. Manager (Civil), Engineering Division, Upper level at Hall No. 7, India Trade Promotion Organisation, Pragati Maidan, New Delhi on behalf of CMD, ITPO. Invites online percentage rate bids from CPWD, non CPWD and specialized firms/contractors of repute in two bids system i.e. Eligibility cum Technical Bid (Part-A) & Financial Bid (Part-B) for the following work:

S. No.	Name of Work & Location	Estimated Cost put to tender	Earnest Money	Period of completion	Last date & time of submission of Technical and financial bids, copy of receipt of deposition of original EMD, and other documents as specified in the NIT	Time & date of opening of Eligibility cum Technical Bid (Part-A)	Cost of tender i/c GST
1	3	4	5	6	7	8	
1	<b>Automated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12,12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidan</b>	<b>Rs. 45,41,516/-</b>	<b>Rs. 90,850/-</b>	<b>(455 days) 15 Months</b>	<b>Up to 3.00 PM on 03/12/2020</b>	<b>At 03.00 PM on 04/12/2020</b>	<b>Rs. 590/-</b>

1. Bidders who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.

- (a) Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of month previous to the one in which tenders are invited.

**Three similar completed works** each costing not less than **Rs. 18.17 Lakhs**

Or

**Two similar completed works** each costing not less than **Rs. 27.25 Lakhs**

Or

**One similar completed work** costing not less than **Rs. 36.33 Lakhs**

Similar work shall mean “**Automated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12,12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidan.**”

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of the month previous to the one in which tenders are invited. **For works completed in Private Sector TDS in support shall be uploaded for verification of work.**

- b. The grading of quality of similar work shall be minimum övery goodö.
2. (a) Should posses valid ISO 9001 Certification for Mechanized Housekeeping Services which is issued prior to **31.03.2020**.
- (b) Should produce valid OHSAS 18001: 1999 or ISO 14001: 2001 certificate as Mechanized Housekeeping and other operative services.
- (c) The bidder should have own Machines/Equipment for Housekeeping Works as per list given in **Form-F**. These machines/equipment should have been purchased from 01.04.2015 to 31.03.2020. Details to be furnished in Form-F. However, **the agency has to purchase/acquire Machines/Equipment for deployment at this work, as per Annexure-C of Financial Bid within 14 Days of acceptance of work (Before the Issue of Letter of commencement)**.
- (d) Firm should have minimum 100 persons on role in the month of submission of tender who are getting benefit of EPF and ESIC. Details are to be provided in Form-šG .
- (e) Should have had average annual financial turnover of **Rs. 25 Lakhs** during the last three years consecutive financial year ending 31st March 2020 (Scanned copy of Certificate from CA to be uploaded)
- (f) Should not have incurred any loss (profit after tax should be positive)in more than two consecutive years during the last five years ending 31st March 2020 duly certified and audited by the certified Chartered Accountants. Scanned copy of certificate from certified Chartered Accountants to be uploaded. o
- (g) The bidder should have a Solvency equal to 40 % of the estimated cost put to tender. Certified by his bankers. (Not required if applicant is a **Class-I/I(A)/I(AA)/I(AAA)/I(Super)(Composite)** category registered contractor of CPWD).

Or

The bidder should submit networth certificate equal to 10% of the estimate cost put to tender issued by the certified Chartered Accountant (on the format prescribed in form B-1)

3. The intending bidders must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
4. Information and Instructions for bidders posted on website shall form part of bid document.
5. The bid document consisting of specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website [www.indiatradefair.com](http://www.indiatradefair.com) (for reference only) & [www.eprocure.gov.in](http://www.eprocure.gov.in) and same can be down loaded.

6. **EMD Payment & Tender cost:**

Earnest Money Deposit & Cost of tender is to be deposited electronically by NEFT/RTGS/IMPS in the account of ITPO at the below mentioned details before the last date of bid submission and upload the mandatory scanned document of EMD payment. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited in ITPO Account has been verified by tender opening authority and are found in order.

7. **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

8. Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online bidding process as per details available on the website.
9. The intending bidder must have valid class-III digital signature to submit the bid.
10. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
11. Contractor can upload documents in the form of **JPG** format and **PDF** format.
12. **Certificate of Financial Turn over:** At the time of submission of bid contractor may upload Affidavit/ 7

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 technical bids. There is no need to upload entire voluminous balance sheet.

13. Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in pink colour and the moment rate is entered, it turns sky blue.

In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

However, If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.

14. The Technical Bid shall be opened first on due date and time as mentioned above. The time and date of opening of financial bid of contractors qualifying the technical bid shall be communicated to them at a later date.

15. The Technical Bids shall be opened on as dates mentioned in NIT by the Committee authorized by the competent authority of the office of the **India Trade Promotion Organisation** in the presence of such bidders who may wish to be present or their

16. The department reserves the right to reject any prospective application without assigning any reason and to restrict the list of qualified contractors to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

17. The contractor should furnish the complete details called for in the Eligibility cum Technical Bid documents. The applications with incomplete or inadequate details (or) not as per the proforma prescribed in the pre-qualification document are liable to be rejected. **The applicants shall also refrain from giving unnecessary additional details, and bulky volumes of books which are not essential/not connected. The details shall be filed in the appropriate forms and annexures only.**

18. If private works are shown in support of eligibility, the Tax deducted at source (TDS) shall have to be submitted and uploaded along with the experience certificate and TDS amount should commensurate with the actual amount work done.

**List of Documents to be scanned and uploaded within the period of bid submission:-**

- a. Copy of Receipt, having verifiable bank recognized details, of deposition of EMD & cost of tender document electronically by NEFT/RTGS/IMPS in the Account of ITPO from any scheduled bank.
- b. Letter of Transmittal.
- c. Certified copy of financial turn over verified by Chartered Accountant. **(Form-A)**
- d. Bank Solvency Certificate. **(Form B)** / Net worth certificate **(Form B-1)**
- e. Details of eligible similar nature of works completed or project under execution during the last seven years ending previous day of last date of submission of tenders. **(Form „C“ & „C-1“)**
- f. Performance report of works referred in Form 3C **(Form „D“ & „D-1“)**.
- g. **Copy of schedule of Quantity of final bill in support of each eligible similar nature of work completed by the bidder during last seven years.**
- h. Structure & Organization and other details as per **Form „E“ „F“ & „G“.**
- i. Copy of GST registration Certificate of the State in which the work is to be taken up, if already obtained by the bidder.
- j. Copy of registration with EPFO and ESI.
- k. Copy of Bidder PANCard.
- l. Agency will also upload the Affidavit that if the details of work done of similar nature as uploaded is found incorrect then the bid will be treated as invalid and agency will liable to black listed/ debarred for tendering in ITPO and Engineer- in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.
- m. Any other documents as specified in the NIT.

If the bidder has not obtained GST registration in the State in which the work is to be taken up, or as required by GST authorities then in such a 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 work is to be taken up within one month 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 a/c of the work executed and/or for any action taken by ITPO or GST department in this regard.

Sr. Manager (SKG) N/F  
ITPO, New Delhi



### **CPWD-6 FOR e-Tendering**

The Sr. Manager (Civil)N/F, Engineering Division, Upper level at Hall No. 7, India Trade Promotion Organisation, Pragati Maidan, New Delhi on behalf of CMD, ITPO. Invites online percentage rate bids from CPWD, non CPWD and specialized firms/contractors of repute in two bids system i.e. Eligibility cum Technical Bid (Part-A) & Financial Bid (Part-B) for the following work:

**“Automated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12,12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidan”.**

- 1.1 The work is estimated to cost Rs. **45, 41,516/-** however, is given merely as a rough guide. Bidders who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
- 1.2 The agencies who fulfill the following requirements shall be eligible to apply. Joint ventures are not accepted.
  - (a) Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of month previous to the one in which tenders are invited.
    - (i) **Three similar completed works** each costing not less than **Rs. 18.17 Lakhs**  
Or
    - (ii) **Two similar completed works** each costing not less than **Rs. 27.25 Lakhs**  
Or
    - (iii) **One similar completed work** costing not less than **Rs. 36.33 Lakhs**

Similar work shall mean **“Mechanized/Automated Housekeeping work of VIP areas like, Supreme Court of India, Hyderabad House, High Court of Delhi, Vigyan Bhawan, big government office complex or in four star and above category Hotels, or Exhibition Halls, Convention Centers, big malls or Airports, Cinema Halls Premises.”**

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to last day of month previous to the one in which tenders are invited. **For works completed in Private Sector TDS in support shall be uploaded for verification of work.**

**To become eligible for issue of bid, the bidders shall have to furnish an affidavit as under:-**

I/We undertake and confirm that eligible similar works(s) 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 the 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 of submission of bid).

- (b) The grading of quality of similar work shall be minimum övery goodö.
- (c) Should possess valid ISO 9001 Certification for Mechanized Housekeeping Services which is issued prior to **31.03.2020**.
- (d) Should produce valid OHSAS 18001: 1999 or ISO 14001 certificate as Mechanized Housekeeping and other operative services.
- (e) The bidder should have own Machines/Equipment for Housekeeping Works as per list given in **Form-F**. These machines/equipment should have been purchased from 01.04.2015 to 31.03.2020. Details to be furnished in Form-F. However, **the agency has to purchase/acquire Machines/Equipment for deployment at this work, as per Annexure-C of Financial Bid within 14 Days of acceptance of work (Before the Issue of Letter of commencement)**.
- (f) Firm should have minimum 100 persons on role in the month of submission of tender who are getting benefit of EPF and ESIC. Details are to be provided in Form-šG .
- (g) Should have had average annual financial turnover of Rs. **25 Lakhs** during the last three years consecutive financial year ending 31st March 2020 (Scanned copy of Certificate from CA to be uploaded).
- (h) Should not have incurred any loss (profit after tax should be positive)in more than two consecutive years during the last five years ending 31st March 2020 duly certified and audited by the certified Chartered Accountants. Scanned copy of certificate from certified Chartered Accountants to be uploaded.
- (i) The bidder should have a Solvency of Rs. 20.00 Lakh certified by his bankers. (Not required if applicant is a **Class-I/I(A)/I(AA)/I(AAA)/I(Super)(Composite)** category registered contractor of CPWD).

Or

The bidder should submit net worth certificate of minimum the amount equal to **10%** of the estimate cost put to tender issued by the certified Chartered Accountant on the format prescribed in form B-1)

2. Agreement shall be drawn with the successful bidders on prescribed Form No. **CPWD 7** which is available as a Govt. of India Publication and also available on website **www.cpwd.gov.in**. Bidders shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be **15 Months** from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the bid documents.
4. The site for the work is available.
5. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents except Standard General Conditions of Contract Form can be seen on website e Procurement at <https://eprocure.gov.in/eprocure/app>
6. After submission of the bid the contractor can re-submit revised bid any number of times but before last time and date of submission of bid as notified
7. While submitting the revised bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified
8. Earnest Money Deposit & Cost of tender is to be deposited electronically by NEFT/RTGS/IMPS in the account of ITPO at the below mentioned details before the last date of bid submission and upload the mandatory scanned document of EMD payment. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited in ITPO Account has been verified by tender opening authority and are found in order.

**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

Copy of Enlistment Order and certificate of work experience and other documents as specified in the bid document shall be scanned and uploaded to the e-Tendering website within the period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in bid document shall have to be submitted by the lowest bidder only along with physical EMD of the scanned copy of EMD uploaded within a week physically in the office of tender opening authority. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited in ITPO Account has been verified by tender opening authority and are found in order.

- (a) The Eligibility bid submitted shall be opened at **03:00 PM on 04/12/2020.**
- (b) The date of opening of Financial bid shall be communicated at a later date.

- Online financial bid document submitted by the bidders shall be opened only of those bidders who on the basis of pre-qualification documents uploaded by them within the period of bid submission, qualify in accordance with the provision of eligibility bid. The financial bid shall be opened at the notified time, date & place in presence of qualified bidders or the representative.
  - If private works are shown in support of eligibility, the Tax deducted at source (TDS) shall have to be submitted and uploaded along with the experience certificate and TDS amount should commensurate with the actual amount work done.
9. The bid submitted shall become invalid and e-Tender processing fee shall not be refunded if:
- (i) The bidder is found ineligible.
  - (ii) **The bidder does not Deposit EMD in the account of ITPO.**

- (iii) The bidder does not upload all the documents **(including GST/ESI/EPF)** as stipulated in the bid document including the copy of receipt for deposition of original EMD
  - (ii) The bidder does not upload scanned copies of all the documents stipulated in the bid document.
  - (iii) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest bidder in the office of bid opening authority.
  - (iv) If a tenderer quotes nil rates against each item in item rate tender or does not quote any percentage above/below on the total amount of the tender or any section / sub head in percentage rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer.
10. The contractor whose bid is accepted will be required to furnish **performance guarantee of 5% (Five Percent)** of the bid amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/- or Deposit at Call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any Scheduled Bank of any scheduled bank (in case guarantee amount is less than Rs1,00,000/-) 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 form. 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. **The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.** The contractor whose bid is accepted will also be required to furnish either copy of applicable licenses/registrations with EPFO, ESIC and BOCW Welfare Board including Provident Fund Code No. If applicable and also ensure the compliance of aforesaid provisions by the subcontractors, if any engaged by the contractor for the said work within the period specified in Schedule-F.
11. Description of the work is as follows:

**Automated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12,12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidan.**

Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids 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 shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidders 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 bid by a bidder 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. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

12. The competent authority on behalf of on behalf of CMD, ITPO does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
13. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
14. The competent authority on behalf of on behalf of CMD, ITPO reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

15. 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 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.
16. **The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of eligibility cum technical bid** in case bids are invited on 2 or 3 bid system. Further
  - (i) if any tenderer withdraws his tenders or makes any modification in the terms & condition of the tender which is not acceptable to the department within 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 50% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
  - (ii) If any tenderer withdraws his tender or makes any modification in the terms & conditions of the tender which is not acceptable to the department after expiry of 7 days after last date of submission of bids, then the Government shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the earnest money absolutely irrespective of letter of acceptance for the work is issued or not.
  - (iii) In case of forfeiture of earnest money as prescribed in para (i) and (ii) above, the bidders shall not be allowed to participate in the rebidding process of the same work.
17. This notice inviting Bid shall form a part of the contract document. The successful bidder / contractor, on acceptance of his bid 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 Bid, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
  - (b) Standard **C.P.W.D. Form 7** GCC 2020 amended upto last date of submission of bid.
18. In case any discrepancy is noticed between the documents as uploaded at the time of submission of the bid online and hard copies as submitted physically in the office of Sr. Manager (Civil)/NF, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in there tendering process of the work.

**To Be Signed By The Bidder And Same Signatory Competent / Authorized To Sign The Relevant Contract On Behalf Of ITPO.**

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of .....20.....

**BETWEEN**

on behalf of CMD, ITPO represented through Sr. Manager (Civil)N/F, .....

(Name of Division)

ITPO,.....(Hereinafter

(Address of Division)

referred as the **Principal/Owner**, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**AND**

.....

(Name and Address of the Individual/firm/Company)

through..... (Hereinafter

(Details of duly authorized signatory)

referred to as the **Bidder/Contractor** and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal / Owner has floated the Tender (hereinafter referred to as **Tender/Bid**) and intends to award, under laid down organizational procedure, contract for

.....

(Name of work) herein after referred to as the **Contract**.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as **Integrity Pact** or **Pact**), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:-



**Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavor to exclude from the tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s) / Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner s absolute right:-

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) **For feature of EMD / Performance Guarantee / Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/ determined the Contract or has accrued the right to Terminate / determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/ Contractor.
- 3) **Criminal Liability:** If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement / Pact by any of its Subcontractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 15 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, ITPO

#### **Article 7- Other Provisions**

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the Division** of the Principal/ Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

#### **Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses :

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Bidder/Contractor)

**WITNESSES:**

1. ....

(signature, name and address)

2. ....

(signature, name and address)

**Place :**

**Dated :**

## **INTEGRITY PACT**

**To,**

í í í í í í í í í ..  
 í í í í í í í í í ..  
 í í í í í í í í í ..

**Sub: Automated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12,12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidan.**

**Dear Sir,**

It is here by 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 tenderer / 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 and signing of the same be deemed as acceptance and signing of the Integrity Agreement on behalf of the ITPO.

Yours faithfully

Sr. Manager (SKG) N/F  
 ITPO, New Delhi

**INTEGRITY PACT****To,****Sr. Manager (Civil)N/F  
ITPO, New Delhi****Sub:** Submission of Tender for the work of: **“Automated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12,12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidanö**

Dear Sir,

I/We acknowledge that ITPO is committed to follow the principles thereof enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ITPO. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article1of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ITPO shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

**Yours faithfully****(Duly authorized signatory of the Bidder)**

**INDIA TRADE PROMOTION ORGANISATION**  
**Engineering Division**

**CPWD - 7**

**PERCENTAGE RATE TENDER & CONTRACT FOR WORKS**

**Tender for the work of: “Automated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12, 12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidan.”**

- (i) To be uploaded online up to **3.00 PM on 03/12/2020** to Sr. Manager (Civil)N/F ITPO, New Delhi at CPPP Portal <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.

- (ii) Eligibility cum Technical Bid to be opened **online** in presence of tenderers who may be present at **3.00 PM on 04/12/2020** in the office of Sr. Manager (Civil)N/F ITPO, New Delhi.
- (iii) Date and time of opening of financial bid of the qualified contractors shall be communicated to them at a later date.

**TENDER**

I/We have read and examined the Notice Inviting Tender, schedule, A, B, C, D, E & F. Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the bid documents for the work.

I/We hereby tender for the execution of the work specified for the CMD ITPO within the time specified in Schedule F, viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

We agree to keep the tender open for **Ninety (90) days from the due date of its opening of Eligibility cum Technical Bid** and not to make any modifications in its terms and conditions.



A copy of earnest money in receipt of a scheduled bank/fixed deposit/demand draft of a scheduled bank/bank guarantee is scanned and uploaded (Strike out as the case may be). If I/we, fail to furnish the prescribed performance, performance guarantee within prescribed period, I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely. The said performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form.

Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) 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 tendering in ITPO in future forever. Also, if such a violation comes to the 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.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated.....

Signature of Bidder

Postal Address : \_\_\_\_\_

Telephone No : \_\_\_\_\_

Witness : \_\_\_\_\_

FAX : \_\_\_\_\_

Address : \_\_\_\_\_

E-MAIL : \_\_\_\_\_

Occupation : \_\_\_\_\_

## **ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs. .... (Rupees .....)

The letters referred to below shall form part of this contract Agreement:-

- i)
- ii)
- iii)

**For & on behalf of the President of India**

**Signature.....**

**Dated .....**

**Designation.....**

## **SCHEDULES**

### **SCHEDULE „A"**

Schedule of quantities (BOQ) óPg. 62-64

### **SCHEDULE „D"**

Extra schedule for specific requirements / document for the work, if any.	:	<b>General Conditions, Condition and Additional Conditions</b>
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### **SCHEDULE „E"**

1. Reference to General Conditions of contract		<b>General Condition of Contract for CPWD works – 2020 (Maintenance work) modified and amended upto Last date of submission of bid</b>
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**Name of Work:** Name of work : Online percentage rate Tenders are invited through two bid system for  
 òAutomated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12,12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidan.

Estimated Cost	:	Rs. 45, 41,516/-
Earnest Money	:	Rs. 90,850/-
Performance Guarantee	:	5% of Tendered value
Security Deposit	:	2.5% of tendered value

### **SCHEDULE „F"**

#### **General Rules & Directions:**

Officer inviting tender	:	Sr. Manager (Civil) N/F, ITPO
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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 (i) Engineer-in-Charge : **Sr. Manager (Civil)/NF, ITPO**
- 2 (ii) Accepting Authority : **Executive Director, ITPO**
- 2(iii) Percentage on cost of materials and Labour to cover all overheads and profit : **15%**
- 2(iv) Standard schedule of Rates : **Market Rate & DSR 2019 with upto date correction slips**
- 2(v) Department : **ITPO**
- 2 (vi) Standard CPWD contract form : **CPWD Form – 7, GCC-2020 (Maintenance work) as modified/amended up to last date of submission of tenders.**

**Clause-1**

- i) Time allowed for submission of Performance Guarantee **Programme Chart (Time and Progress) and Applicable labour license, registration With EPFO, ESIC and BOCW Welfare Board or proof of applying Thereof** from the date of issue of letter of acceptance, : **10 Days**
- ii) Maximum allowable extension  
Late fee@ 0.1% per day of Performance guarantee amount beyond the period provided in (i) above : **5 Days**

**Clause 2.**

Authority for fixing compensation

Under Clause2. : **Sr. Manager (Civil)N/F, ITPO**

**Clause 2A**

Whether Clause 2A shall be applicable : **No**

**Clause 5**

Number of days from the date of issue of letter of acceptance for reckoning date of start. : **3 Days**

**Milestone(s) as per table given below:-**

Sl. No.	Description of Mile Stone (Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
	-----N.A-----		

Time allowed for execution of work : Running Contract for **15 Months (455 days)**

**Authority to Decide:**

(i)	Extension of time	<b>As per DFPR, ITPO, New Delhi</b>
(ii)	Rescheduling of mile stones	<b>As per DFPR, ITPO, New Delhi</b>
(iii)	Shifting of date of start in case of delay in handing over of site	<b>Sr. Manager (Civil)N/F, ITPO, New Delhi</b>

**Schedule of handing over of site:**

Part	Portion of site	Description	Time Period for handing over reckoned from date of issue of letter of intent.
Part A	Portion without any hindrance	Full site	3 Days
Part B	Portions with encumbrances	Nil	
Part C	Portions dependent on work of other agencies	Nil	

**Clause 5**

Clause applicable 6 (5 or 5A) : **5**

**Clause 7**

Gross work to be done together  
 With net payment/adjustment  
 of advances for material collected  
 If any, since the last such payment for  
 being eligible to interim payment : **Rs. 06.00 Lacs**

**Clause 7 (A)**

Whether clause 7A shall be applicable : **Yes**

**Clause 10A**

List of testing equipment to be  
 provided by the contractor at site lab. : **N.A.**

**Clause 10 B (ii)**

Whether clause 10 B (ii)  
 Shall be applicable : **No**

**Clause 10 C**

Component of labour expressed  
 as Percentage of value of work. : **NA**

**Clause10CA** : **Not Applicable**

**Clause10CC** **NA**

Clause 10CC to be applicable in contracts with  
 stipulated period of completion exceeding the  
 period shown in next column.

Schedule of component of other Materials, Labour  
 etc. for price escalation

Component of civil (Except materials covered  
 under clause 10 CA)/ Electrical construction  
 materials expressed as percent of total value of  
 work.

Component of labour expressed as percent of total  
 value of work

**Clause 11**

Specification to be followed for  
this work

: **The work shall be carried out  
as per CPWD Specification 2019 Vol-  
I & II with upto date correction slips.**

**Clause 12**

**Type of Work**

: **Maintenance work**

**Clause 12.2 & 12.3**

Deviation Limit beyond which clauses 12.2 & 12.3 shall apply : **50%**  
For building work

**Clause 12.5**

- (i) Deviation Limit beyond which clauses 12.2 & 12.3 shall  
apply for foundation work (except items mentioned in  
earth work subhead in DSR and related items) : **N.A.**
- (ii) Deviation limit for items mentioned in earth work subhead of DSR  
and related items : **N.A.**

**Clause 16**

Competent Authority for deciding  
reduced rates.

**Sr. Manager (Civil)N/F, ITPO,  
New Delhi.**

**Clause 18**

List of mandatory machinery, tools &  
plants to be deployed by the contractor  
at site.

As per list of Machines to be  
deployed for Housekeeping  
**(Annexure-A &C)**

**Clause 19**

Clause 19C : Authority to decide penalty for each default ITPO

Clause 19D : Authority to decide penalty for each default. ITPO

Clause 19G : Authority to decide penalty for each default.

Clause 19K : Authority to decide penalty for each default. **ITPO**

**Clause 25**

Dispute redressal committee shall be as below or successor :-

S.No.	Total claims more than Rs. 25 lakh	Total claims up to Rs. 25 lakh
As per Clause 25 of GCC 2020 (Maintenance) and as decided by the CMD, ITPO.		

**Clause 36(i).**

**Requirement of Technical Representative(s) and Recovery Rate**

S. No.	Minimum Qualification of Technical Representative	Discipline	Designation (Principal/ Technical/ Technical representative)	Minimum Experience in year	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.	Graduate Engineer or Diploma Engineer	Civil	Technical representative Cum planning /quality/site/ Billing Engineer	2 or 5	2	Rs. 15,000/- per month	Rupees Fifteen Thousand per month

**Sr. Manager (Civil)/NF,  
ITPO, New Delhi**



## **GENERAL CONDITIONS**

- 1.1 The work in general shall be carried out in accordance with the CPWD Specifications 2009 Vol. I to II with upto date correction slips hereinafter referred as CPWD Specifications.
- 1.2 The tenderer shall study carefully, the site, the materials, chemicals, machines, equipments, specifications, schedule of quantities, the frequencies of different operations and conditions of the tender documents to fully appreciate the scope of work before quoting his rates.
- 1.3 The work shall be carried out in the manner complying in all respects with the requirements of relevant bye-laws of the local body under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and nothing extra shall be paid on this account.
- 1.4 The contractor shall comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges which is payable.
- 1.5 The contractor shall take all precautions to avoid accidents by exhibiting caution boards, red flags, red lights and providing necessary barriers and all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
- 1.6 The contractor shall give due notices to Municipality, Police and /or other authorities that may be required under the law/ rules under force and obtain all requisite licenses for temporary obstructions/ enclosures and pay all charges which may be leviable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.
- 1.7 The contractor shall not stack building material/ malba on the ITPO land or road or on the land owned by any other authority, as the case may be. In case, the Contractor is found stacking the building material/ malba as stated above, he shall be liable to pay the stacking charges as may be levied by ITPO or any other local authority and also to face penal action as per the rules, regulations and bye-laws of the said authority. The Engineer-in-Charge shall be at liberty to recover the sums due but not paid to the concerned authorities on the above counts from any sums due to the contractor including amount of the Security Deposit or Retention Money in respect of this contract or any other contract.
- 1.8 The contractor shall be responsible to arrange at his own cost all necessary tools, plants & machinery i/c. materials required for execution of the work.
- 1.9 No assistance of any kind including foreign exchange shall be made available by the department for the purchase of equipments, plants, machinery, materials of any kind or any other items required to be carried out in execution of work. Payment will be made in Indian currency only for the executed work.
- 1.10 The contractor shall execute his work in such a manner that no damage/defacing is caused to the existing structure.
- 1.11 The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose of the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-Charge.

- 1.12 The representative of Engineer-in-charge shall maintain registers for consumable materials and chemicals brought at site for the use of work. These registers shall be signed by the contractor or by his authorized representative daily.
- 1.13 If the work is carried out in more than one shift or during night, no claim on this account shall be entertained.
- 1.14 Existing drains, pipes, cables, overhead wires, sewer lines, water lines and other services encountered in the course of the execution of the work shall be protected against the damage by the contractor at his own expense. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 1.15 The contractor shall be responsible for the watch and ward of the material provided by him against pilferage, loss and breakage during the period of execution and thereafter till the work is physically handed over to the department.
- 1.16 Samples of all materials required for execution of work shall be got approved from Engineer-in-Charge. Material manufactured by the firm of repute and approved by the Engineer-in-Charge shall only be used.
- 1.17 The work is required to be executed in ITPO, Pragati Maidan which is very important area where both speed and quality of execution are to be maintained by the contractor.
- 1.18 The contractor shall ensure quality work in a planned and time bound manner. Any sub-standard material/ work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-Charge.
- 1.19 Even ISI marked materials shall be subjected to quality test at the discretion of the Engineer-in-Charge besides testing of other materials as per the specifications described for the item/ material. Whenever ISI marked materials are brought to the site of work; the contractor shall, if required by the Engineer-in- Charge, furnish manufacturers test certificate to establish that the material procured by the contractor for incorporation in the work satisfy the provisions of IS Codes relevant to the material and/or the work done.
- 1.20 The contractor shall arrange transportation of all tests samples including materials required for testing under the agreement to the laboratory as approved by the Engineer-in-Charge for which nothing extra shall be paid. In all cases, cost of samples and to and fro carriage shall be borne by the contractor, however testing charges shall be payable by ITPO for samples which pass the tests conducted. For samples which fail even testing charges will be payable by the contractor.
- 1.21 Department shall not be responsible for any loss of material used by the contractor at site.
- 1.22 During execution of work contractor shall make arrangement for cleaning of site daily after the work.
- 1.23 **Income tax as per Income tax rules will be recovered from the gross amount of each bill.**

## 5. ADDITIONAL CONDITIONS OF CONTRACT

- 5.1 The work shall be carried out strictly as per ITPO specifications/ CPWD specifications 2019, Part I & II with up to date correction slips.
- 5.2 The contractor shall take approval from the Manager (Civil)/Electrical in writing for collection and stacking of materials.
- 5.3 The contractor must follow CPWD Safety Code as provided in general conditions of contract for CPWD Works.
- 5.4 Any damage done by the contractor or his workmen to any existing work during the course of execution of the work shall be made good by him at his own cost.
- 5.5 Contractor shall 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 will be cleared by the department at his risk & cost to remove and clean the site.
- 5.6 The contractor to whom the work is awarded will have to sign the agreement on non judicial stamp papers of **Rs.100/-** and the cost of such stamp paper will be borne by the contractor.
- 5.7 The agency shall ensure quality of workmanship and the material used in executing the work to the satisfaction of Engineer-in-Charge. The agency should ensure reasonable up time of the facility.
- 5.8 All the works shall be executed in strict conformity with the provisions of the contract documents.
- 5.9 The agency shall alone be responsible for the engagement of, discharge of and payment to his workmen which he may engage from time to time, for the execution of the contract.
- 5.10 CONTRACTUAL RELATIONSHIP nothing herein will be construed as creating the relationship of employer and employee between the ITPO and the agency or between the ITPO and the agency's employees. The ITPO will not be subject to any obligations or liabilities of the agency or his employees, incurred in the performance of the work order unless otherwise herein authorized. The agency is an independent Contractor and nothing contained herein will constitute or designate the agency or any of his employees as employees of the ITPO.
- 5.11 If, in the opinion of Engineer In-charge, the Agency is not employing sufficient number of workmen to complete the work in time, the ITPO will be free to carry out the work through any other Agency at the risk and cost of the Agency.
- 5.12 The sweeping/ cleaning/buffing etc. all shall be carried out by machine/Manual - as per Annexure-I.
- 5.13 The agency should arrange the required manpower and equipment/machines for Environmental Support Services (up keeping) within seven days of issue of letter of acceptance as per the site requirements.. In case of non-deployment of machinery, the recovery shall be made as per contract conditions.
- 5.14 In case, ITPO finds any discrepancy in the deployment of adequate no. of workers/supervisors or less use of T&P machinery for cleaning work at expected standard/level, the contract may be terminated after giving notice as required under Clause/Contract and Agency will not be entitled to claim any compensation from ITPO on this account.

- 5.15 The Agency shall abide by all labour laws applicable in NCT Delhi and shall pay provident fund, ESI, and other benefits to the workers etc. as required under Labour Laws and the records pertaining to such payments shall be submitted to Officer concerned of ITPO for inspection. The quoted rates shall include all such payments and ITPO shall not pay any extra amount for this purpose.
- 5.16 The Agency will be fully responsible for the credentials confides and the action of the worker deployed by them in ITPO premises. The Agency shall provide name, residential address and other bio-data of all the employees engaged for this work and also get police verification done.
- 5.17 All employees of the Agency shall be issued with identity cards bearing their photographs. The cost of identity card and photographs for identity cards shall be provided by the Contractor at their own cost. The contractor shall have the identity card format approved from ITPO.
- 5.18 The Agency shall issue name badges to all their workers, which the worker shall wear while on duty. Jacket apron/uniform of the shade and pattern approved by ITPO will have to be provided to the worker, by the agency at their cost and the agency will ensure that the jacket apron/uniform worn by worker is clean and presentable, failing which a recovery of Rs.100/- each worker per day shall be made.
- 5.19 The Agency shall have the right to take disciplinary action against any person engaged/employed by him; while no right whatsoever shall vest in any such persons to raise any dispute and/or claim whatsoever against ITPO. The ITPO shall, under no circumstances be deemed or treated as the employer in respect of any persons engaged/employed by the agency for any purpose whatsoever nor would ITPO be liable for any claim(s) whatsoever of any such person(s) and this condition shall be clarified to the workers before hand and no objections be taken from the workers in this regard and given to ITPO.
- 5.20 In case ITPO is required to meet any liability in respect of any person(s) engaged/employed by the contractor by virtue of their working at the premises of the ITPO, it would be open and lawful for the ITPO to deduct the amount(s) of any such liability from and out of dues payable to the Agency.
- 5.21 The agency shall not appoint any sub contractor to carry out any obligation under the contract. In case Agency fails to perform any of the terms and conditions of the agreement or commits any breach of the contract, ITPO may terminate/cancel the contract after due notices in accordance with the contract to the Agency and take necessary action under relevant clauses of the agreement. The Agency will not be entitled to any compensation from ITPO on this account.
- 5.22 The Agency shall be responsible for the conduct and behaviors of the employees. If any employee of the agency is found misbehaving with ITPO staff, the agency shall take necessary appropriate action as per direction of the Engineer-in-charge and may include replacement and removal of workers concerned from ITPO premises without any liability on ITPO.
- 5.23 In the event of any loss/damage being occasioned to the ITPO on the negligence of the employees of the Agency, the Agency shall make good the loss sustained by ITPO either by replacement of the material/equipment or payment of compensation. The compensation as determined by the Engineer-in-charge shall be final and binding.
- 5.24 The agency will have to produce the register of wages or the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on 7th day of every calendar month for verification to the nominated official of ITPO. The Agency shall ensure that payment to its employees is made in the presence of an authorized 37

representative of ITPO.

- 5.25 The agency shall indemnify the Company, its Directors, Officers, Employees, Subsidiaries, Sub-contractors and Assignees against any losses, damages, liabilities, claims, suits, demands, actions, causes of action, expenses (including reasonable attorneys fees), judgments, assessments, deficiencies, proceedings and charges, including but not limited to third party claims, arising or occasioned out of this Work Order.
- 5.26 The agency or its insurer will indemnify, defend and hold harmless, the Company for any damage to the property of the Company and, any all the claims for damages related to injury to or loss of property of others or injury, illness, physical or mental impairment, loss of services or death of any person that may be caused directly or indirectly by any act or omission of Contractor, its agents, employees or sub-contractors even where such damages may involve negligence or allegations of negligence on the part of the Company or its officers, employees or agents.
- 5.27 The agency shall instruct his employees to take all necessary safety precautions and ensure that such instructions are being followed by his employees so that no injury or harm is caused to workers. When working at a height above ground level, necessary safety precautions such as providing Safety Belts, etc. will be taken. For any work above ground level, the agency shall take written consent from respective site in-charge, in prescribed form, before engaging his men at site. The consent shall be taken on day-to-day basis, till the work is completed. Separate consent shall be obtained from site in-charge for engaging workmen of contractor on a Holiday.
- 5.28 The ITPO reserves its right to terminate the contract forthwith any time during the currency of the contract should be Contractor commit a breach of any of the terms and conditions of the contract or in the opinion of the ITPO, the progress of the work is not satisfactory without any reason. In such an event, the ITPO shall have the right to get the whole or part of the work as the case may be, by any third party at the risk and cost of the agency.
- 5.29 The agency shall promptly notify the ITPO of any changes in the constitution of their firm. It shall be open to the ITPO to terminate the contract on the death, retirement, insanity or solvency of any person being a partner in the said firm or on the addition or introduction of a new partner without the prior approval in writing of the ITPO, but such option shall not be exercised or such approval withheld unreasonably. But in the absence of any communication about termination by the ITPO as aforesaid, the contract shall remain in full force and effect notwithstanding any change in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners.
- 5.30 In the event of any dispute or difference arising out of operation of this agreement, the same shall be referred to the sole arbitration and the sole arbitrator will be appointed by the CMD, ITPO, whose decision shall be final and binding on both the parties. The venue of arbitration shall be at New Delhi. The provisions of the Conciliation and Arbitration Act, 1996 shall apply to the arbitration.
- 5.31 All the above services and any other work of similar nature, while entrusted to the Agency from time to time by the ITPO are to be rendered without causing any hindrance or disturbance to any ITPO staff working during the normal working hours. The work shall be carried out efficiently, in consonance and in conformity with the standards of a neatly and hygienically.
- 5.32 If workers are engaged for more than eight hours, National Holidays or any other holiday, the agency shall pay OTA to the workers at its own cost.

- 5.33 The Agency shall maintain all registers/records required under various acts, which may be inspected by ITPO and other designated authorities under Labor Laws.
- 5.34 All members of staff employed by the Agency will be subjected to security check by the security guard posted at entrance/exist of Pragati Maidan premises.
- 5.35 The workers of the agency will make their own arrangements for food and snacks while at work at their own cost and ITPO will not entertain any financial expenditure or provide any canteen facility.
- 5.36 Work contract tax / Sale Tax /Service tax/ Income tax and other taxes as applicable from time to time shall be deducted on gross amount of the bill as per rules and necessary certificates issued.
- 5.37 No water charges shall be deducted from the bills.
- 5.38 The agency shall have to arrange his own small equipments like Phawras, Tokries, wheel barrows and T&P etc.for loading and unloading of garbage etc i/c front area of entrance gates of exhibition Halls.
- 5.39 The Agency shall have a system to attend to complaints relating to facility management in general and in particular during the fairs in the Halls.
- 5.40 Repair and maintenance of civil work, water supply, sanitary works of water hydrants and toilets etc. shall be carried out by the ITPO as and when required. However, for the leakages of water taps and blockages of floor traps/sewer line, agency has to take immediate necessary action for repair of leakages and clearing of sewer blockage by deploying their own manpower i.e. sewer men & plumber.
- 5.41 ITPO shall provide office/storage space free of charge as available to the Agency within the premises of Pragati Maidan for proper monitoring and supervision of the work during the currency of the agreement. The Agency may install telephone at his cost at the above office. The consumption charges of electrical Workload will be paid by the agency as worked out by ITPO.
- 5.42 All recoveries prescribed in this contract shall be final and binding on agency and no dispute whatsoever will be entertained in this regards.
- 5.43 The detailed technical schedule for Mechanized Housekeeping keeping along with the details of machines & chemicals to be used and frequency of various cleaning operation required to be carried out as per Annexure A to D
- 5.44 The agency shall have to clean the area as per frequencies mentioned. However, the cleaning shall have to be done more frequently if required for proper housekeeping upon the instructions of the Engineer in charge, for which nothing extra shall be paid.
- 5.45 It must be borne in mind that some activities need to be started early in the morning and completed before 9.30 AM. Similarly, some other activities can be done only on Saturdays or other holidays, to avoid inconvenience to the users /exhibitors which will be done according to the requirements, as set up during exhibitions is also allowed in the night. The housekeeping work will be carried out in a manner that it is complete well before start of exhibitions. The work on all Saturdays and holidays (Saturday, Sundays & National Holidays) shall be carried out at no extra cost.
- 5.46 Materials and chemicals required shall have to be brought by the agency in advance for each month at their own cost. It may be noted that the material and chemicals required shall have to be brought at site and shall be kept in the safe custody.

- 5.47 The agency shall arrange the necessary water supply fitting, flexible pipe, etc. for taking water from the water taps provided in the building for the work of housekeeping at his own cost.
- 5.48 water will be provided free of cost for operation of machinery/equipments at the nearest services available and necessary recovery will be made from the bill.
- 5.49. The contractors are required to submit the bill on their printed letter head having detail of G.S.T No. for release of payment.
- 5.53 The contractor has to comply all legal acts/laws etc., related to transport/motor vehicle/traffic/legal expenditure if any/insurance & labour rules. Any penalty/challans/compensation shall be borne by the agency.
- 5.60 In case of non performance by any of worker due to negligence/absence on any day recovery shall be made at the rate of Rs.800.00 per worker per day.
- 5.61 The agency shall abide by all labour laws applicable in NCT Delhi and shall pay provident fund, ESI and other benefits to the workers etc. as required under Labour Laws and proof of the records of such payments shall be submitted to Officer concerned of ITPO. The quoted rates shall include all such payments and ITPO shall not pay any extra amount for this purpose.
- 5.62 In case ITPO finds any discrepancies in deployment of adequate number of workers or less use of T &P for loading/unloading of garbage in trucks as provided in the contract, the contract may be terminated after giving notices as required under Clause of the contract and agency will not be entitled to claim any compensation from ITPO on this account.
- 5.63 No workers, less than the age of 18 years shall be deployed to perform under in this contract. All the workers shall wear the prescribed uniform; otherwise recovery will be made @ Rs 100/-per day/per worker.
- 5.64 All safety precautions shall be followed by the agency to avoid any mishap. In case of any mishap, the agency shall be held responsible.
- 5.66 The agency shall not appoint any sub contractor to carry out any obligation under the contract without prior approval from the ITPO. In case agency fails to perform any of the terms and conditions of the agreement or commits any breach of the contract, ITPO may terminate/cancel the contract after due notices in accordance with the contract to the agency and the agency will not be entitled to claim any compensation from ITPO on this account.
- 5.67 The agency will be fully responsible for the credentials bonafides and the action of the worker deployed by them in ITPO premises. The agency shall provide name, residential address and other bio-data of all the employees engaged for this work.
- 5.68 The contractor employees will make their own arrangements for food and snacks while at work at their own cost and ITPO will not entertain any financial expenditure or provide any canteen facility.
- 5.69 The contractor shall attend to complaints relating to disposal of garbage within the halls.
- 5.70 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to form and nature of the site, the means of access to the site, the they may require and in general shall 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 their 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. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

5.73 In the event of any restrictions being imposed by the Security agency, ITPO, Traffic or any other authority having jurisdiction in the area on the working or movement of labour /material, the contractor shall strictly follow such restrictions and nothing extra shall be payable to the contractor on this account. The loss of time on this account, if any, shall have to be made up by generating additional resources etc. General Security restrictions are given as under :

- a) Labour huts /stay of workmen will not be allowed at site.
- b) Without having their character & Antecedent verified through the local police.  
  
Entry passes for labours, supervisory staff and materials to be arranged by the agency on the recommendation of department from security wing of ITPO.
- c) The labourers / staff should not be changed too frequently once the verification of the character and antecedents is done.
- d) After verification of antecedents of workers, identification badges will be issued to them by the contractor. The cost of badges would be borne by the contractor.
- e) As and when there will be security requirements, certain additional restriction (s) can be imposed as per the requirement of the situation.
- f) No claim whatsoever will be entertained by the department on account of any restriction (s) imposed by the security agencies in execution of work including temporary suspension of work due to VVIP movements.
- g) The contractor shall be responsible for behavior and conduct of his labourers. No labourer with doubtful integrity or having a bad record shall be engaged by the contractor.

5.74 The contractor is to execute the different items of Housekeeping work for all floor, heights & levels for which nothing extra shall be paid over & above the quoted rates for different items as per schedule of quantities. Unless otherwise provided in the schedule of quantities, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the building and nothing extra shall be payable to him on this account.

5.75 The renderer shall visit the site & examine the availability of space in detail for execution of the work and deployment of machinery. The meetings, cultural & political activities take place in the campus; the contractor has to ensure that the above programs/ activities are not hindered in any manner while executing the work.

5.76 If for any reasons, any area in whole or part of work is not available for work, the agreed execution schedule shall be suitably modified. However, under no circumstances the contractor shall be entitled to any claim of financial damages, whatsoever, on this ground & he shall re-organize his resources to suit the revised schedule within the stipulated time of completion.

**5.77 Material/ consumables and machinery quantity is minimum to be arranged as per Annexure A to D, however if needs more for proper housekeeping, then contractor is to arrange extra, without any extra cost. Payment will only be made as per the BOQ without any extra item or deviation.**



## **6. SPECIAL CONDITONS OF CONTRACT:**

The special conditions of Contract shall supplement the Instructions to the Bidders as contained in Section 3 and General Conditions of the Contract (GCC) as contained in Section 4.

### **6.1. INDEMNIFICATION**

The successful bidder is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

### **6.2 LABOUR LAW COMPLIANCES**

6.2.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. Client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

6.2.1.1. All wages allied benefits such as leave, ESI, PF, Gratuity , Bonus etc, shall be paid by the contractor and Client shall not incur any liability or additional expenditure whatsoever for personnel deployed.

6.2.1.2. It is mandatory that the employees must be paid through bank/cheques only.

6.2.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to Client every month along with the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonuses.

6.2.3. The Contractor shall ensure, and be responsible for payment of wages and other compensation etc. due to his workmen as also to fulfill all provisions and requirements and compliance with the various laws including but not limited to. The Contract Labor (Regulation And Abolition) Act, 1970, The Minimum Wages Act, the Employee s State Insurance Act, Workmen s Compensation Act, Provident Fund Act Labor Safety Provisions, which are in force as on date and/or which may be brought in to force from time to time. No labor below the age of eighteen years shall be employed on the work. Contractor shall comply with respect to all statutory regulations and maintain necessary records at his own cost.

- 6.2.4 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.
- 6.2.5 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past or may arise during the course of performance of contract.
- 6.2.6 The Contractor shall submit periodical returns as may be specified from time to time.

### **6.3. OFFICIAL RECORDS:**

- 6.3.1 The Contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, EPF etc. in respect of all the staff deployed in Client's office.
- 6.3.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in Client's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- 6.3.3 The Contractor shall furnish an undertaking that within seven days of the close of every month they will submit to Client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC /EPFO Commissioners.
- 6.3.4 Each monthly bill must accompany the following:
- 6.3.4.1 The agency should file ECR against ESI & EPF for the individual workers engaged in ITPO and submit the same with bank certified copy, bill, wage sheet and attendance sheet etc before payment.
- 6.3.4.2 The agency should disburse the payment to individual contractual workers in the presence of an official of engineering division and submit the wage sheet.
- 6.3.4.3. The agency will make necessary Contractual Labour Act registration for individual works.
- 6.3.4.4. The agency will submit duplicate copies of bills i/c required enclosures.

### **6.4. Safety Guidelines for Preventive measures in the wake of Covid-19.**

The agency will take the following effective measures to prevent spread of COVID-19 epidemic and will implement various measures issued by government time to time at their own cost while carrying out different services at Pragati Maidan:-

1. Physical distancing of at least 6 feet to be followed.
2. Mandatory use of face covers/ masks for all.
3. Frequent hand washing with soap (for at least 40-60 seconds) even when hands are not visibly dirty. Use of alcohol based hand sanitizers can also be made in place of hand washing.
4. Spitting shall be strictly prohibited.
5. The furniture and other surfaces (frequently touched or otherwise) brought by the agency shall be wiped with disinfectant on regular basis.

6. While transporting the prefabricated materials to Pragati Maidan or back to warehouse, the agency must ensure sanitization of the transportation vehicle and all materials before loading. Unnecessary stopover during transit where infection is feasible shall be avoided.
7. Driver and other personnel involved in transportation of material must ensure social distancing, wear all necessary PPEs and use permissible sanitizers.
8. Contactless transportation of materials to the exhibition ground will be ensured as feasible.
9. All the works at site shall be carried out maintaining social distancing.
10. All the structure/ stalls fabricated by the agency at site shall be sanitised before use and dismantling.
11. All the workers shall be screened for temperature before entry to Pragati Maidan and the agency will not engage any worker whose temperature is not normal and if in case a person found having temperature during working or falls sick, the agency must report to the First Aid Desk/ nearby hospital/ ITPO immediately.
12. The C&D agency will provide covered dustbins in stalls.

## 7. SCHEDULE OF WORKS/REQUIREMENTS:

In this Schedule of Requirements, the details of manpower /machineries services to be provided by the Contractor and also other information, instructions of the Client and instructions to the Contractor s employees posted at the Clients site and all such other aspect of the Contracts are to be mentioned.

### 7.1. SUPERVISION

7.1.1 The Contractor shall depute two Supervisors in shift during exhibition period and one supervisor during non-exhibition period as mentioned in the BOQ who will ensure that all the duties as may be assigned differently by the Client to various categories of manpower are performed by them in the desired manner of Client, failing which it shall invite penalties. The safai karamcharis shall also be deployed (**Exhibition/ non-exhibition periods**) as prescribed in the BOQ or as per the requirement of the Client accordingly.

7.1.2. The Contractor's Supervisor shall be the first line of contact for Client, who shall report to the designated officers of Client for all requirements.

7.1.3. The Contractor shall ensure that all statutory / mandatory requirements either related to wages disbursements or related to deposition of EPF /ESIC with concerned authorities or providing of ESIC facilities to the manpower are fulfilled through Contractor or its Supervisor.

7.1.4. The Contractor shall ensure that the Supervisor is not below the level of Executive-HR who is well versant with all HR related requirements and who should be prompt enough to initiate all required action.

### 7.2. SCOPE OF WORK-CONTRACTOR

General features and major components of the work are as under:

The work is to be executed at Pragati Maidan New Delhi-110001.

Automated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12,12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidan... with mechanized/Manual cleaning/sweeping floors, ceiling (up to maximum ceiling height) including moping, etc of the above said Halls. The scope of work covers as below not exhaustive but indicative (The work of painting, white-washing is not included; however sanitisation of the above said halls are included in the scope of work (The equipment and material required for sanitisation shall be provided by ITPO).

- 7.2.1 The Agency has to engage workers in the shifts; from 7.00 AM to 8.00 PM (during fair period). The adequate number of manpower's and machines/ equipments for cleaning of Halls and toilets Conference Hall, Facade and other adjoining areas/structures of the above said Halls including on Saturdays/Sundays and Holidays. During India International Trade Fair 2020 (IITF-2020), the workers shall be engaged from 7.00 A.M. to 10.00 P.M.
- 7.2.2 The agency has to engage workers in NIGHT shifts also prior to inauguration of the fair for cleaning the complete area in presentable condition and as per the direction of Engineer in charge.
- 7.2.3 The scope of work includes the cleaning of all the Halls including attached toilets with adequate numbers of manpower's and equipments for the following works/activities as per site requirements and frequency as mentioned at ANNEXTURE-A and ANNEXTURE-B in the document during Exhibition period i/c tenancy period.
- 7.2.4 Regular cleaning of all the entrance and exit gates of all Halls area neat and tide including surrounding outside paved area up to 4.00 meters on daily basis.

- 7.2.5 Cleaning of all the glass panes and glass fixtures inside and outside of Halls area.
- 7.2.6 Scrubbing the floor areas of all the Halls minimum twice in a month by using proper chemical.
- 7.2.7 **The agency has to keep the arrangement of adequate quantities of cleaning materials/chemicals for cleaning of the Halls and toilets as per the requirement at site during the exhibition period including miscellaneous consumables like dusters, tissue papers, paper rolls, mops, buckets, glass cleaning kits, telescopic rods, dust controllers etc. as mentioned.**
- 7.2.8 Regular cleaning like litter picking, by vacuuming of carpets inside Stalls and passage during Exhibition time and regular maintenance on daily basis, removal of cobwebs, cleaning of Façade of halls by using proper equipments and trolleys etc., Vacuuming of entire carpet area pre and post of the exhibition including during the Exhibition period.
- 7.2.9 Regular cleaning and sanitation of all the toilets attached with above said halls/buildings. The deployment of manpower in each toilet (ladies and gents) should be made exclusively during the fair period. If fails to do so, the recovery of Rs.1, 000/-per Gents/Ladies toilet per day will be made.
- 7.2.10 **The agency has to provide adequate quantity of sanitation materials/ toiletries i.e. urinal cubes, naphthalene balls, toilet soaps, and other required sanitation materials etc., in all the toilets attached with above halls, to the satisfaction of Engineering In-charge. If the agency fails to provide the same a recovery will be made at the rate of Rs. 2000/- each toilet (Ladies/Gents/Handicapped) per day with prior notice to the agency.**
- 7.2.11 The Contractor shall deploy all manpower at the Client facility in the manner and as per the instructions of the Client.
- 7.2.12 **Agency has to deploy at least 3 Nos. of Supervisors i.e. one for Hall No. 7, food courts etc and two for Hall No. 8 to 12 A etc i.e. pre exhibition, during the fair and post-fair. In case, the agency fails to comply the above instructions a recovery will be made at the rate of Rs.2, 000/- per day per Supervisor.**
- 7.2.13 **The agency has to provide only police verified employees for working in Pragati Maidan. The necessary badges will be issued to the agency from the Security Division of ITPO to facilitate entry to Pragati Maidan.**
- 7.2.14 Agency has to provide required number of small size Dustbin with top Lid Cover in each toilet (Ladies, Gents and Handicapped along with black polythene inside the same for the use of Users/Visitors of the toilets during fair period. If the agency fails to provide the Dustbins as mentioned above recovery shall be made at the rate of Rs.100/- per dust bin per toilet or the same will be provided at the risk and cost of the agency at the rate of Rs. 500/- each Dustbins per toilet. The medium size dustbins are also required to be provided at the Entry/ Exit gates.
- 7.2.15 The agency has to provide adequate number of man powers and Supervisors for proper cleaning of Halls and attached toilets in the exhibitions organised by ITPO including **IITF-2020** i.e. during mounting period of exhibition, during exhibition and post exhibition period.
- 7.2.16 The Agency's rates shall be for completed work covering manpower, machinery & equipment, royalties, fees, rent, excise duty, custom duty and other applicable taxes etc (if any), wages, tools and plants, transportation, risks overhead, general and special liabilities/obligations as mentioned and profits, etc. all complete. Agency shall pay necessary taxes, such as central excise duty, customs duty and other statutory taxes etc. (if applicable) to the relevant authorities.
- 7.2.17 The Agency may therefore take into account above, along with necessary modern cleaning implements and other cleaning materials as per Annexure-I while quoting the rates. All expenditure on fuel and maintenance of the machines and deployment of required manpower for operation of the equipments shall be borne by the Agency and nothing extra shall be paid on this account.
- 7.2.18 Work shall be executed according to General Conditions, Special Conditions of Bid Documents and General Conditions of Contract for Central P.W.D. Works available separately at printer's outlets amended up to the date of submission of tenders. The Bidder may obtain the address of the outlets from the Sr. Manager (Civil).
- 7.2.19 The Contractor shall ensure that all personnel are fully conversant with the premises and with the client's business activities and its related manpower requirements.
- 7.2.20 The Client shall have the right to have any person removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of to the Client, emergencies, exempted.

- 7.2.21 The Contractor shall cover its personnel for personal accident and/ or death whilst performing the duty.
- 7.2.22 The Contractor shall exercise adequate supervision to ensure proper performance of Manpower and machineries Services in accordance with the requirements.
- 7.2.23 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 7.2.24 The personnel of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.2.25 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account.
- 7.2.26 The scope of work also includes side area of Halls and Buildings viz. Toilets, Staircases and corridors of the Building and its surrounding plinth area.
- 7.2.27 Item of work described in the Bill of Quantities for which no rate or amount has been entered in the tender, the same shall be considered as included in other rates and amounts quoted in the tender and the contractor shall not be paid for such items of work by the Department.
- 7.2.28 Contractor must provide standard and clean liveries to its employees / supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the Client for such items.
- 7.2.29 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the competent authority of Client.
- 7.2.30 Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- 7.2.31 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.
- 7.2.32 Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.
- 7.2.33 Contractor staff shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.
- 7.2.34 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at Client premises or on duty at any time during performance of their duties.
- 7.2.35 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.

- 7.2.36 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.
- 7.2.37 The payments to its employees shall be disbursed by the Contractor in the presence of the representative of Client who shall sign the payment register in token of having disbursed the salary in his presence by Contractor.
- 7.2.38 While providing all the Services, Contractor shall ensure that all duties are performed invariably as per the desired standards of the Client, failing which it shall invoke penalty clauses of this Bidding Document.
- 7.2.39 During non exhibition period the contractor shall provide the required manpower as per direction of Engineer in charge. The safai karamcharis provided during non fair period will be provided brooms, mopeds and other cleaning equipments by the contractor. The skilled workers will be provided the proper T & P by the contractor. The rates of the Manpower during non exhibition period are inclusive of these items.
- 7.2.40 The mechanized/manual sweeping services should be done daily in the morning and completed before 9:30 A.M., the Agency has to follow all instructions of the officer-in-charge. However, in case of emergent work, if more frequent cleaning is required at site for cleaning etc. the same will be done at no extra cost. Decision of officer-in-charge shall be final and binding in this regard.
- 7.2.41 The detailed technical schedule for Mechanized Sweeping Services along with the details of machines, materials & tools to be used (with specified brands & makes) and frequency of various cleaning Operations required to be carried out shall be adhered as per the details given in tender document.
- 7.2.42 The sweeping/ cleaning/ rag picking etc. all shall be carried out by machines only. However in exceptional cases where cleaning is not possible with machines, manual cleaning will be permitted with specific approval of Officer- in-Charge.
- 7.2.43 The Agency shall ensure that all the machineries that are provided to the ITPO by the Agency in accordance with the terms and conditions of the tender document are always running conditions. There will be no down time acceptable. However, in cases of machine break-down, it shall be the responsibility of the Agency to provide replacement of the machinery with the similar technical specifications within 48 hrs.
- 7.2.44 The Agency shall exercise adequate supervision to reasonably ensure proper performance of Mechanized Sweeping and Cleaning Services in accordance with Schedule of Requirements.
- 7.2.45 The Agency shall ensure that trained housekeeping staff is deployed for operating the machineries for cleaning, sweeping etc. The Agency shall also ensure that the annual maintenance of the machinery is appropriately done by them with the help of authorized agencies for maintenance of the machineries in Client's Office. The Agency shall be required to provide workable machineries with the updated models / brand in force at that time on the consent of the Client.
- 7.2.46 **The cleaning/ sanitation of halls and toilets etc should be strictly in accordance with the perimeters mentioned in the Swachh Bharat Mission.**
- 7.2.47 **The agency will take effective necessary measures to prevent spread of COVID-19 epidemic and will implement of various measures issued by government time to time while ensuring maintenance of essential services such as housekeeping/ conservancy services & health infrastructure etc.**
- **The initial cost of the Contract shall be valid for a period of 15 months.**
- 
- **No price escalation shall be entertained by the Client during the period.**

**7.3. CODE OF CONDUCT**

The Contractor shall strictly observe that its personnel are always smartly turned out and vigilant.

- 7.3.1 Are punctual and arrive at least 15 minutes before start of their duty time.
- 7.3.2 Take charges of their duties properly and thoroughly.
- 7.3.3 Perform their duties with honesty and sincerity.
- 7.3.4 Read and understand their post and site instructions and follow the same.
- 7.3.5 Extend respect to all Officers and staff of the office of the Client.
- 7.3.6 Shall not drink on duty, or come drunk and report for duty.
- 7.3.7 Will not gossip or chit chat while on duty?
- 7.3.8 Will never sleep while on duty post.
- 7.3.9 Will not read newspaper or magazine while on duty.
- 7.3.10 Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to Vendor Control and the Client.
- 7.3.11 When in doubt, approach concerned person immediately.
- 7.3.12 Get themselves checked by security personnel whenever they go out.
- 7.3.13 Do not entertain visitors.
- 7.3.14 Shall not smoke in the office premises.

**7.4. CONFIDENTIALITY**

- 7.4.1. The phone number and movement plans of the client shall not be given to anyone.
- 7.4.2. The following information about the client shall not be given to anyone.
  - 7.4.2.1. Car make, colour and number of any officer(s)/official(s).
  - 7.4.2.2. Telephone no. / Any other information.
  - 7.4.2.3. Location and movement plans.
  - 7.4.2.4. Meetings and conference schedules.
  - 7.4.2.5. Site plan of the premises.
  - 7.4.2.6. Travel details of the clients.
  - 7.4.2.7. Assets of the office.

**7.5. TELEPHONE HANDLING**

- 7.5.1 The Contractor s employees shall be instructed by the Contractor strictly not to misuse the telephones in the facility of the Client.

**7.6. PATROLLING PROCEDURES**

- 7.6.1 The Supervisor will keep taking round of the building/premises and keep a watch over the deployed staff.
- 7.6.2 Patrolling should be done on an hourly basis and it should be ensured that strict cleanliness is maintained.
- 7.6.3 The Supervisor will keep a watch on the activities of the deployed staff.
- 7.6.4 If he finds anything unusual / untoward, a written report given to The Sr. Manager (Civil)N/F, ITPO in the office of the Client.



**ANNEXURE A****MACHINERIES/MANPOWER REQUIREMENTS****MACHINERIES/MANPOWER REQUIREMENTS during fair period**

Manpower required & machine proposed to be employed for “Automated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12, 12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidan..”

**A. Machinery Requirement****I. Machine Details**

S. No.	Description
1.	Auto scrubber/drier
2.	Single Disk Scrubber
3.	Wet/Dry vacuum cleaners
4.	HP Jet cleaners
5.	Dry vacuum cleaner
6.	Compact auto scrubber/Drier
7.	Road sweeper
S. No.	Description
1.	Supervisor
2.	Operator Housekeeping
3.	House keeper - Male
4.	House Keeper - Female

**B. Recovery Rate for Machine & Equipment**

S.N	Machine/Equipment	Recovery rate per day per machine in case machine is not deployed (in Rs.)
1.	Auto Scrubber cum dryer	1,000/-
2.	Single disk scrubber	1,000/-
3.	Wet & Dry vacuum cleaner	500/-
4.	High pressure jet cleaner	500/-
5.	Compact scrubber cum dryer	500/-
6.	Dry vacuum cleaner	500/-

**Deployment of Manpower for Mechanized Sweeping on Daily Basis**

Description of Manpower	Identified Nos
Driver	2
Helper	2
<b>Total</b>	<b>4</b>

**Deployment of Machinery for Mechanized sweeping (on daily basis)**

Model	Quantity	Recovery rate per day per machine in case Machines are not deployed (in Rs.)
Walk Behind Sweeper Battery Operated	1	400/-
Manual Sweeper/ Flipper	2	50/-
Mechanical Litter Picker	2	1400/-
Back bag lithium battery dry vacuum cleaner	1	500/-
<b>Total</b>	<b>7</b>	

## Technical Specification of floor Sweeping machines

S. No	Equipment type	Parameters	Technical specifications
1	Walk behind sweepers	Central brush	Minimum 450 mm
		Debris Hopper capacity	Minimum 40 ltrs
		Drive	Manual
		Debris Dumping	Manual
2	Walk behind battery operated sweeper	Central brush	Minimum 500 mm
		Debris hopper capacity	Minimum 40 ltrs
		Drive	Battery
		Debris Dumping	Manual
		Filter area	Minimum 2.5 sqm
3	Ride on sweeper Engine operated	Central brush	Minimum 800 mm
		Debris Hopper capacity	Minimum 350 ltrs
		Drive	Diesel Engine
		Debris Dumping	Hydraulic
		Filter area	Minimum 7 sqm
		Engine	Minimum 14 hp
		productivity	Minimum 11000 sqm
4.	Back bag lithium battery dry vacuum cleaner as per BOQ		

## Requirement of Consumables per Month

S.No.	Name of Item Brand	Quantity Per Month
1	Jobby dust pan	10
2	Hand held litter picker	8
3	Soft broom	20
4	Compound Broom	20
5	Duster	20
6	Floor Duster	20
7	Feather Brush	7
8	Hand Gloves	40
9	Face Mask	40
10	Garbage bag	50
11	Cobweb Brush	4

**MINIMUM FREQUENCY OF CLEANING****A. SCOPE OF WORK DURING THE PERIOD OF FAIR**

<b>Sl. No.</b>	<b>Activity</b>	<b>Method</b>	<b>Frequency</b>
1.	Carpeted floor cleaning in Stalls	By dry vacuum cleaning & dry brushing	One hour before opening of the fair and after close of the fair.
2.	Carpeted passage	By dry vacuum cleaning and dry brushing	Every one hour
3.	Picking up of waste material from Stalls and passage	Manual	Every one hour or as and when required.
4.	Cleaning of entrance and Exit Gate	By Vacuum cleaning and Dry brushing	Every one hour
5.	Removal of garbage	At specified location directed by Engineer in charge.	Daily
6.	Chairs and tables and sofas etc.	Dry vacuuming and dusting	Daily
7.	Cleaning of Gallery space between wall and stalls	Wet and Dry wiping	Daily

**B SCOPE OF TOILETS**

<b>Sl.No.</b>	<b>Activity</b>	<b>Method</b>	<b>Frequency</b>
1.	Floor cleaning	Scrubbing, drying	Once a day
2.	Side wall cleaning	High pressure jet & wiping	Once a day
3.	Door and door handle cleaning	Wet & dry wiping	Once a day
4.	Wash-basin and surrounding area cleaning	High pressure jet & vacuuming	Every 4 hour
5.	External tap cleaning	Dry wiping	Every 4 hr
6.	Mirror cleaning	Damp wiping	Every 4 hr
7.	Commodes cleaning	HP Jet & wiping	Every 4 hr
8.	Urinals cleaning	HP jet	Every 4 hr
9.	Hand drier machine cleaning	Wiping and vacuuming	Every 4 hr
10.	Dustbins clearance	Manual	Every 4 hr

**C. SCOPE FOR OUTSIDE AREA CLEANING**

<b>Sl. No.</b>	<b>Activity</b>	<b>Method</b>	<b>Frequency</b>
1.	Entrance & Exit gates cleaning (tiles, red stone, CC pavements)	Sweeping	Four or more times a day and as and when required
2.	Entrance of Exit Gates scrubbing(tiles, red stone, CC pavements)	Auto scrubber dryer	Once a day and as and when required.
3.	Entrance & Exit Gate	High pressure	Once a day and as and when required.

	cleaning (tiles, Redstone, CC pavements)	washing	
4.	Garbage collection and disposal	Manual	Daily
5.	KERB Stone or Divider cleaning	Scraping & wiping	Once a day and as and when required.
6.	Roof area	Manual	Once a day and as and when required
7.	Terrace	Manual	Once a week and as and when required.

#### **ANNEXURE-C**

#### **DETAIL/DESCRIPTION OF HALL AND BUILDING AREA**

<b>S. No.</b>	<b>Name of Building/Hall</b>	<b>Area(Sqm)</b>
1.	Hall No. 7 ó Ground floor i/c foyer	7000.00
2.	Hall No. 8 to 11	9100.00
3.	Hall No. 12 & 12A	6700.00
4.	Lounge Hall No7 & Conference Hall 8	1500.00

#### **ANNEXURE D**

#### **Recovery Rate of Manpower**

<b>Sl. No.</b>	<b>Designation</b>	<b>Rate at which recovery shall be made from the contractor in the event of not fulfilling requirement and absence.</b>	
		<b>Figures</b>	<b>Words</b>
1.	Safai-Karamchari	Rs. 950/- per day	Rupees Nine hundred Fifty per day
2.	Supervisor	Rs.1250/- per day	Rupees One Thousand Two Hundred Fifty per day

### **Form of Earnest Money Deposit Bank Guarantee Bond**

WHEREAS, contractor ..... (Name of contractor) (herein after called "the contractor") has submitted his tender dated ..... (date) for the construction of ..... (name of work) (herein after called "the Tender")  
 KNOW ALL PEOPLE by these presents that we ..... (name of bank) having our registered office at ..... (herein after called "the Bank") are bound unto .....  
 (Name and division of S. Manager) (herein after called "the Engineer-in-Charge") in the sum of Rs. .... (Rs. in words ..... ) for which payment well and truly to be made to the said Engineer-in-Charge the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ..... day of ..... 20....  
 THE CONDITIONS of this obligation are:

- (1) If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Engineer-in-Charge:
  - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;
  - OR
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,
  - OR
  - (c) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor,
  - OR
  - (d) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Engineer-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the Engineer-in-Charge having to substantiate his demand, provided that in his demand the Engineer-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date\* ..... after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Engineer-in-Charge, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

**DATE .....**

**SIGNATURE OF THE BANK**

**WITNESS .....**

**(SIGNATURE, NAME AND ADDRESS)**

**SEAL**

**\* Date to be worked out on the basis of validity period of 6 months from last date of receipt of Tender.**

**Form of Performance Security (Guarantee)**  
**Bank Guarantee Bond-Format – I**

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement betweení ... and í í í í í .....í í (hereinafter called "the said Contractor(s)") for the work.....(hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for í í í í . (Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, ..... (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding í í í í í í í í .. (Rupeesí .....Only) on demand by the Government.
2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees í í í í í í .only)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms

and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to .....unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to í í í í í í í í (Rupees ) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the  
í í í í í í ..day of í í í í í í í í forí (indicate the name of the Bank)

**Form of Performance Security (Guarantee)**  
**Bank Guarantee Bond- Format –II**

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between ..... and  
 ..... (hereinafter called "the said Contractor(s)") for the work  
 ..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for ..... (Rupees ..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, ..... (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding ..... (Rupees ..... Only) on demand by the Government.
2. We, ..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ..... (Rupees ..... only)
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ..... (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.



6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, í ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
8. This guarantee shall be valid up to ..... unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to í í í í í í í í (Rupees .....)

**Special Conditions to Comply Directives of Hon“ble National Green Tribunal and  
EIA Guidance Manual**

1. The contractor shall not store/dump construction material or debris on metalled road.
2. The contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metalled road. This area shall not cause any obstruction to the free flow of traffic/inconvenience to the pedestrians. It should be ensured by the contractor that no accidents occur on account of such permissible storage.
3. The contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and /or other similar material to ensure that no construction material dust fly outside the plot area.
4. The contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like cement, sand and other allied material are fully covered. The contractor shall take every necessary precautions that the vehicles are properly cleaned and dust free to ensure that en-route their destination, the dust, sand or any other particles are not released in air/contaminate air.
5. The contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
6. The contractor shall provide all medical help, investigation and treatment to the workers involved in the construction of building and carry of construction material and debris relatable to dust emission.
7. The contractor shall ensure that C&D waste is transported to the C & D Waste site only and due record shall be maintained by the contractor.
8. The contractor shall compulsory use of wet jet in grinding and stone cutting.
9. The contractor shall comply all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.
10. The contractor shall carry out on-Road- Inspection for black smoke generating machinery. The contractor shall use cleaner fuel.

11. The contractor shall ensure that all DG sets comply emission norms notified by MoEF.
12. The contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 kmph. Speed bumps shall be used to ensure speed reduction. In cases where speed reduction cannot effectively reduce fugitive dust, the contractor shall divert traffic to nearby paved areas.
13. The contractor shall ensure that the construction material is covered by tarpaulin. The contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
14. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The NIT approving authority shall carry out cost benefit ratio analysis of the same.

**Schedule of Quantities**

**Name of work:** Automated Mechanised housekeeping for Hall No. 7, 8, 9, 10, 11, 12, 12A and Conference Hall of hall No 8 and Lounge of hall No. 7 etc for 15 months at Pragati Maidan

Sno.	Description of Items	Qty.	Rate	Unit	Amount
1	Carrying out day-to-day automated mechanised house-keeping and other related miscellaneous works of Hall No.7(A-H), 8 to 11,12 & 12A and conference Hall no. 8 & Lounge at Hall No.7 etc for cleaning of floor areas, toilets, ceilings, walls of halls lounge cafeteria, gates, doors, windows, glass panes, Foyer areas, AC fixtures, electrical fittings/fixtures, , cleaning of all the rooms, staircases, dry-cleaning of carpets, chairs, sofas, façade of the building/c surrounding outer areas upto 4 mtrs of the halls, entrance and exit gates i/c collecting of garbage from stall passages and depositing the garbage out side the hall in dustbins as mentioned above, (Refer Annexure A for area detail of the respective Halls). by cleaning, scrubbing vacuuming wet & dry whipping, cleaning of door mats wherever required by jet and vacuuming machines etc, The mechanised sweeping and cleaning shall be done with the appropriate equipments machines such as <u>Ride on Mechanical sweeper petrol/ Diesel oprated machine, walk behind sweeper battery oprated machine, manual sweeper/ flipper, Mechanicallitter picker, Back bag Lithium battery dry vaccum cleaner etc and other reuiste material required shall be provided by the agency at their own cost</u> ( Refer Annexure 1 for machines required, Annexure II for minimum frequency of cleaning required. The toiletries such as tissues papers, paper roll, liquid soap, room fresheners etc will be filled by the agency time to time in the toilets & it will be keep in excellent condition throughout the fair /event etc complete as per the direction of Engineer-in-charge. (All the SK's will wear the prescribed uniform during their duties at the work)				
	(A) Business lounge near gate no 1, Hall No.7(A-H), 8 to 11,12 & 12A and conference Hall no. 8 & Lounge at Hall No.7, Food court no.2 etc (For Exhibition period i/c tenancy period.)	1300000	1.5	per sqm per day	1950000
2	<b>For non exhibition period</b> -Deployment of Skilled/ unskilled workers for carrying out various day to day houskeeping at Hall no. 7(A-H) to 11,12,12A conference lounge hall no 7,8 etc i/c providing material & equipment etc				
	(a) Supervisor (For Existing hall 7 to 12A etc,)	395	860.72	per day	339984
	(b) safai karamchari (For Existing hall 7 to 12A etc,)	3160	712.51	per day	2251532
	Subtotal				4541516