



**INDIA TRADE PROMOTION ORGANISATION**  
**E-TENDER NOTICE**

Online item rate bids are invited through two bid system for Providing CCTV network system on hire basis in the halls, hangers, gates and open area at Pragati Maidan, New Delhi during Fairs and for other purposes, from specialized agencies dealing in the field of **Providing CCTV network system on hire basis in the halls, hangers, gates and other required locations of Pragati Maidan.**

The detail of tender is as under.

S.N	Name of work	Time for Completion	Estimated Cost	Earnest Money	Cost of Tender
1	<b>Providing CCTV network system (wifi compatible monitoring system) on hire basis in the halls, hangers, gates and other required locations of Pragati Maidan, New Delhi during fairs/Events/Other Purposes.</b>	One Year (Extendable for two more year)	10,20,000.00	25,500	590/- I/C GST

- The above work includes "**Providing CCTV network system** (wifi compatible monitoring system) **on hire basis in the halls, hangers, gates and other required locations of Pragati Maidan, New Delhi during fairs/Events/Other Purposes.**
- The agencies should have registration/registered office in Delhi/NCR area. The agency should have average annual financial turnover @50% of the estimated cost during last 3 years ending **31.12.2022**. The agency should have experience of similar works during last 7 years ending **31.12.2022** in Govt. Departments, undertakings & PSU's (firms showing work experience certificate from non government / non PSU organizations should submit tax deduction at source certificate in support of their claim for having experience of stipulated value of work) should be either of the following:
  - Three similar works costing not less than each i.e. 40% of the estimated cost or
  - Two similar works costing not less than each i.e. 60% of the estimated cost or
  - One similar work costing not less than i.e 80% of the estimated cost
  - Similar work means "Providing CCTV network system on hire basis in the halls, hangers or open area and similar.
- The tender documents are available on our 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. However, the documents required such as DD towards Cost of Tender and Earnest money (Demand Draft should be in favor of India Trade Promotion Organisation, payable at New Delhi) should be deposited with Manager (Security), before the close of time for submitting the e-tender. The contractor should be registered with registrar of Company and should have **PAN, GST, ESI, EPF Registration Number.**
- Tender documents may be downloaded from ITPO's web site [www.indiatradefair.com](http://www.indiatradefair.com) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

**INDICATIVE CRITICAL DATE SHEET**

<b>Published Date</b>	<b>27/01/2023 at 1700 hrs</b>
<b>Bid Document Download Start Date</b>	<b>27/01/2023 at 1700 hrs</b>
<b>Bid Submission Start Date</b>	<b>27/01/2023 at 1500 hrs</b>
<b>Bid Submission End Date</b>	<b>15/02/2023 at 1400 hrs</b>
<b>Bid Opening Date</b>	<b>16/02/2023 at 1500 hrs</b>

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

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

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

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

## **8. EMD Payment & Tender cost:**

Earnest Money Deposit & Cost of tender is to be deposited electronically by NEFT/RTGS in the account of ITPO at the below mentioned details or DD in favour of India Trade Promotion Organisation payable at New Delhi. Bidders are required to incorporate the details of Tender fee payment at the time of Bid Preparation and same shall not be accepted separately.

The bidder shall have to furnish a bid security/EMD of Rs. 25,500/- (Rupees Twenty Five thousand Five Hundred only) and tender cost of Rs. 590 /- (Rupees five hundred ninety only) (Rs 500 + 18% GST amount) in the form of account payee demand draft, drawn on any nationalized or scheduled commercial bank in favour of India Trade Promotion Organisation, payable at New Delhi if payment is made through DD.

A bid received without Earnest Money Deposit & tender cost, except those Firms which have been exempted from submission of Tender Cost, as per Government of India orders/instruction, shall be summarily rejected. Certified copies of the same should be uploaded with the quotation for claiming the relaxation, failing which quotation will be rejected. Non submission of EMD payment and tender cost before closing date and time would result into summarily rejection of bid. EMD and tender cost in any other form, i.e in cash or cheque etc shall not be accepted.

**BANK Details for tender cost 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

9. The Hard Copy of original instruments in respect of cost of tender document must be delivered to the Manager (Security) India Trade Promotion Organisation, Hall No.7 Pragati Maidan, New Delhi - 110001 on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD/RTGS,etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.
10. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.
11. Due consideration and relaxation in the norms for MSME/NSIC/Startup/MSE in Public procurement will be given as per the directions issued by Govt. of India. Certified copies of the same should be uploaded with the quotation for claiming the relaxation.
12. The processing fee if any /tender cost is non-refundable.
13. The EMD is non-interest bearing.
14. The date of demand draft will be after the publication of this tender, but on or before the last date and time of submission of bid.
15. No request for transfer of any previous deposit of earnest money or bid security or adjustment against any pending payment held by this organisation shall be entertained.
16. The successful bidder's EMD will be discharged upon receiving of security deposit or may be adjusted in the amount of Security deposit.
17. EMD of unsuccessful bidders without bearing any interest shall be refunded after finalization of Tender.
18. In case at later date, if it is noticed/found that the information provided/incorporated in the quotation form is incorrect or false, the security deposit would be forfeited and contract would be cancelled.
19. The incomplete Technical Bid offer received without the supporting documents, the bid would be treated as nonresponsive and thus be summarily rejected.

20. The agency must exercise utmost care during filling the tender. If any mismatch is being observed between the name of agency appearing on documents of CPP portal and agency on whose name documents are being submitted, the tender will be rejected.
21. ITPO reserves the right to reject any/all panel without assigning any reason.
22. All the pages of tender documents are to be duly signed by authorized signatory of the bidder as a mark of acceptance of the stipulated Terms & Conditions and submit with the bid documents.
23. Any Change in the format is strictly forbidden and if noticed the bid would summarily be rejected.

#### **24. Instructions for Online Bid Submission:**

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

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

#### **25. REGISTRATION**

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

#### **26. SEARCHING FOR TENDER DOCUMENTS**

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

## **27. PREPARATION OF BIDS**

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

## **28. SUBMISSION OF BIDS**

- a. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c. Bidder has to select the payment option as "offline" to pay the tender fee if mode is payment is through DD and enter details of the instrument.
- d. Bidder should prepare the Tender cost as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is

subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

### **29.ASSISTANCE TO BIDDERS**

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

### **30.Submission of Tender**

**The tender shall be submitted online in two parts, viz., technical bid and financial bid.**

All the pages of bid being submitted must be signed wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

### **31.Technical Bid**

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

- i) Scanned copy of registration of company with respective authority in Delhi NCR and if not registered in Delhi/NCR, then proof of registered office in Delhi/NCR area.
- ii) Scanned copy of appropriate value of experience certificate, Completion certificate, and TDS certificate (if work in private sector) as per point No 2 of tender document.
- iii) Scanned copy of turnover certificate issued by CA for last three years.
- iv) Scanned copy of PAN, EPF, ESIC and GST registration.
- v) Scanned copy of documents like Earnest Money Deposit, Tender cost.
- vi) Scanned copy of ITR and GST clearance up to last quarter as applicable.
- vii) Scanned copy of Undertaking and Declaration (Annexure I & II)
- viii) Scanned copy of Tender Acceptance Letter(Annexure III)
- ix) Scanned copy of Financial bid undertaking (Annexure VI)
- x) The agreement and Indemnity Bond as per Annexure IV and V will be given by the successful bidder.
- xi) Scanned copy of valid labour license issued by the competent authority in the name of agency/firm under the contract labour act.

### **32.Financial Bid**

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

The above mentioned Agreement, Indemnity bond and valid labour License are to be provided only by successful bidders, however all the participating agencies must sign and stamp all these formats as a token of acceptance at the time of submission of technical bids.

### **33.General Terms and Conditions**

- a)** The agency should prepare and submit the Index Sheet of the documents submitted by the agency.
- b)** The incomplete Technical Bid offer received without the supporting documents, the bid would be treated as nonresponsive and thus be summarily rejected.
- c)** The agency must exercise utmost care during filling the tender. If any mismatch is being observed between the name of agency appearing on documents of CPP portal and agency on whose name documents are being submitted, the tender will be rejected.
- d)** ITPO reserves the right to reject any/all panel without assigning any reason.
- e)** The numbers mentioned are only indicative in nature. The actual quantity may vary depending on the numbers and size of events in a year.
- f)** All the pages of tender documents are to be duly signed by authorized signatory of the bidder as a mark of acceptance of the stipulated Terms & Conditions and submit with the bid documents.
- g)** Any Change in the format is strictly forbidden and if noticed the bid would summarily be rejected.
- h)** In case of emerging of two or more L1 bidders, the contract will be awarded to the agency having highest average turnover of last 3 years among them.

### **34. Security Deposits**

A total amount of Rs. 30,600/- (Rupees Thirty thousand and Six hundred only) will be charged from the successful bidder as refundable security deposit within 15 days of the receipt of notification of award. The security deposit shall be refunded to the success bidder on request after three months of satisfactory completion of the contract period and clearing of all kinds of dues with the agency. The security deposit will not bear any kind of interest.

### **35. Payment of wages to deployed manpower.**

- The successful bidder to pay minimum wages and other statutory obligation as laid down by the Govt. of NCT of Delhi or Central Govt. of India in accordance with the minimum Wage Notification issued by the Government of NCT of Delhi or Central Govt. of India ( Whichever is higher) from time to time to the deployed worker at ITPO. The responsibility of timely payment of wages to its employees and compliance of labour law like EPF Law & ESI Law etc shall rest with the agency.
- The Agency shall furnish statement of amount paid for the month to the persons deployed along with cheque number or bank transfer details and date and Bank account from which the payment has been made. Service Providing agency is to furnish copy of bank statement in support of amount paid as and when required by ITPO.

**36. Submission of bills** – The bills shall be submitted by the agency every quarter after completion of fair/event with following documents.

- i) Copy of job order
- ii) Copy of challan for GST deposited
- iii) Bank statement for depositing the salary by online mode/Cheque.
- iv) Copy of challan of ESI
- v) Copy of challan of EPF
- vi) Form 36 B for EPF
- vii) ECR for EPF
- viii) List of employees received ESI

**37. Period of validity of bid:**

- i. Validity Period: Bids shall remain valid for 120 days after the date of financial bid opening prescribed by ITPO; ITPO holds the right to reject a bid valid for a period shorter than 120 days as non-responsive, without any correspondence.
- ii. Extension of Period of Validity :

In exceptional circumstances, ITPO may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. A Bidder granting extension of validity will not be permitted to modify his technical or commercial bid.

38. Tenderers are advised to inspect and examine the site and its surroundings/Area/Height and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general 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 his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work. The site for fairs will be provided to him 2 days before the event and vendor must provide the CCTV system services in two days without failure.

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

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

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

42. No Officer of gazetted rank or other Gazetted officer employed in Officering or Administrative duties in an Officering Department of the Government of India is allowed to



work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

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

**44. Duration of Contract:**

Initially for one year from the date of award of contract i.e from **01 April 2023 to 31 March 2024**. However, the same will be further extended for a period of another two year or as required by ITPO on same terms & conditions.

**45. Arbitration**

In case of any dispute, both the parties shall make all efforts to resolve by way of conciliation process. In the event any doubt, dispute or difference arising out of or in relation to the Contract remains unresolved, both the parties to the Contract will mutually appoint a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996.

The provisions of Arbitration & Conciliation Act, 1996 (as amended from time to time) shall apply to both the parties.

The fee payable to the Arbitrator shall be paid equally by both the parties. The language used in the arbitral proceedings shall be English.

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

**46. Jurisdiction**

All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

**47. Force Majeure**

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

#### **48. Indemnity**

Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

#### **49. Confidentiality**

Contractor/Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

#### **50. Intellectual Property Rights**

**ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/Agency and/or their sub-agents/sub-contractors/employees etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Contractor/Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.**

#### **51. Compliance with Statutory Laws**

All applicable laws (Central/State/Municipal/Local Laws etc.) including labour laws must be complied with/followed by the contractor/agency.

#### **52. Disclaimer**

- a) The information contained in this Bid Document or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of ITPO, or by any of its employees, is provided to Bidders on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.
- b) This Bid document is neither an agreement nor an offer by ITPO to the prospective Bidders or any other person. The purpose of this Bid document is to provide interested parties with information to assist in the formulation of their proposals for selection pursuant to this Bid. The assumptions, assessments, statements and information contained in this Bid document may not be complete, accurate, adequate or correct and each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.
- c) ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise,

including the accuracy, adequacy, correctness, reliability or completeness of the Bid and any assessment, assumption or information contained therein or deemed to form part of this Bid document.

- d) ITPO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumptions contained in this Bid document. Such changes shall be intimated to all the Bidders. In case additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the Bidders.
- e) The issue of this Bid document does not imply that ITPO is bound to select or to appoint any Bidder for the contract and it reserves the right to reject all or any of the Bidders without assigning any reasons whatsoever.
- f) ITPO reserves the right not to proceed with the Bidding Process at any time or stage, without notice or liability, and to reject any or all Bid(s) without assigning any reasons whatsoever.

### **53. Agreement/Contract:**

The parties to the Agreement i.e. ITPO and successful bidder shall have to enter into a contract by formal signing of the agreement on Rs. 50/- non-judicial stamp paper and also submit the Indemnity bond on Rs 100 non-judicial stamp paper within 15 days of the receipt of notification of award (sample attached – Annexure IV & V).

While submitting, the successful bidder shall have the correct amount to stamp duly adjudicated by Superintendent of Stamps and this will be effective from the date of signing. (the expenditure of agreement will be borne by successful bidder).

### **54. Assign & control (Sub contract)**

No agency/contractor shall be allowed to further assign/sub-assign/sub-contract the requirement of ITPO without prior approval in writing and its breach shall lead to cancellation of contract and forfeiture of Security Deposit.

### **55. Cost of Stamp Duty**

The successful bidder shall bear the cost of Stamp Duty payable for execution of this Agreement and in engrossment thereof and indemnify ITPO against any claim arising out of payment of Stamp Duty.

**INDIA TRADE PROMOTION ORGANISATION**  
**Security Division**

**BRIEF NOTICE INVITING TENDER**

Manager (Security), India Trade Promotion Organisation, Pragati Maidan, New Delhi on behalf of CMD, ITPO invites **Item rate tender** for the following work from the registered contractor of CPWD, PWD, MES, P&T, NDMC and other private reputed companies etc. having registration/registered office in Delhi/NCR area dealing in the field of **Providing CCTV network system (wifi compatible monitoring system) on hire basis in the halls, hangers, gates and open area** in two bid system through online e-tendering. Manual/offline bids will not be accepted. The details of which briefly described are hereunder

S.N.	Name of work	Time for Completion	Estimated Cost	Earnest Money	Cost of Tender
1.	<b>Providing CCTV network system (wifi compatible monitoring system) on hire basis in the halls, hangers, gates and open area at Pragati Maidan, New Delhi during fairs/Events/Other Purposes.</b>	One Year (Extendable for two more year)	10,20,000. 00	25,500/-	590/- I/C GST

The bids can be submitted on line up to 15/02/2023 up to 2.00 PM with date of opening at 16/02/2023 3.00 PM. For further details including eligibility, downloadable form of tender documents etc. please refer website [www.indiatradefair.com](http://www.indiatradefair.com). & [www.eprocure.gov.in](http://www.eprocure.gov.in)

## **Terms & Conditions:**

- (b) The agency will be responsible for making sufficient numbers of temporary CCTV control rooms for every hall/premises prior to commencement of fairs/events.
- (c) Each control room should be manned by trained technician during the currency of fair.
- (d) Each control room should have monitors of at least 21" size of respective brand and system should be wifi compatible so that cameras can be monitored through other distant screens and mobiles.
- (e) All work in this contract, contractor with the installation of CCTV Camera shall be coordinated with other cabling and construction contractor works in progress in Pragati Maidan to avoid any damage to other works. If any such damages are happened to other service providers then contractor will bar the expenses for damages occurred.
- (f) The successful bidder shall be fully responsible for the security and insurance of all items of equipments, cameras, cabling etc. installed by them and no claim for loss, damage etc. of items belonging to contractor shall be entertained by ITPO.
- (g) The successful bidder shall be responsible for the good conduct of all their staff employed by him and ITPO shall not be responsible for payment of any compensation in the event of accident to the contractor or his staff in the course of their performing their duties connected with the above work.
- (h) The intending tenderer must confirm to undertake the whole job for providing of CCTV footage of each moment of all the cameras and footage of required period of specific camera /location as per security agencies/Delhi police in the shape of CD/DVD of fair/event and nothing will be paid extra. The agency must keep such footages for at least 06 months in safe custody after closing of event/fair.
- (i) All the works carried out and the services rendered shall be to the entire satisfaction of the Officer in charge, ITPO. In case of unsatisfactory services the quantum of penalty, which can be Rs. 100 per hour per camera for nonfunctioning during the Fair/Event and Rs 1000 per monitor per hour for Non functioning of Monitor during the Fair/Event (Maximum 10% of bill of that fair/event) shall be final and binding on the contractor.
- (j) Any information classified as confidential/ secret provided during the finalization / execution of the contract shall not be passed to any third party without prior written consent of the user. Requirement of this article shall continue even after termination of completion of this contract.
- (k) The ITPO also reserves the right to make changes in the scope of the work after receiving the tenders/quotations at any stage.
- (l) The dates on which the various services in fairs/events are required will be communicated to successful bidder from time to time.
- (m) All professional and trained technician shall be deployed by contractor. The equipments of sound quality are to be installed only. The wiring are to be good quality (ISI marked) and as per the load requirement of the system.
- (n) The contractor will have to accept all the works ordered by ITPO and any refusal or delay in implementation would invite termination of contract without any notice.
- (o) The contractor should always be prepared to provide facilities at a very short notice and as such sufficient stock of equipment should always be ready to work in the event at Pragati Maidan, New Delhi.

- (p) In the event of any breach of contract. The contract can be terminated without any notice and without any liability on ITPO.
- (q) ITPO reserve the rights of increasing/decreasing the quantity of material/days/venues depending on actual requirement.
- (r) There shall be no liability on the department to pay any compensation arising out of any labour disputes or accidents etc. at site.
- (s) The contractor will have to maintain a record of gate passes/list of material duly signed by Officer In charge while bringing in the material inside Pragati Maidan and also while taking it back at site. It should produce a challan/gate pass duly signed by agency or it's representative.
- (t) All items installed by the tenderer shall be dismantled and removed from the site on completion the work positively as confirmed by Officer incharge in writing.
- (u) If during the currency of the contract, the specification and requirements are to be changed by the Officer incharge, the party shall supply the requisite material in accordance with new specifications. Any deduction/addition of rates in this regard will be determined by the Officer in charge, ITPO.
- (v) The rates must include all expenses like transportation of equipment to & fro in Pragati Maidan. No advanced payment will be made. Full & final payment will be made only after satisfactory rendering of service.
- (w) The agency should keep all types of cameras in spares like Fixed, Doom, PTZ etc and install the same during fairs/events as per the requirement of ITPO.
- (x) The quantities mentioned in BoQ are approximately in numbers and quantities may increase or decrease as per the actual work.

### **ADDITIONAL CONDITIONS**

1. CONTRACTOR will have to make his own arrangements for tools & plants, ladders, safety equipments required for work at height, Manpower etc required for execution of the work. The department will not supply any tools and plants or equipments unless otherwise specified.

2. The contractor must see the proposed site for the work and study specifications and conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions of ignorance of specifications.

3. The site is available (Bare area), tenderer should see the approaches and conditions of the site. In case any approaches for main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractors the same shall be provided, improved and maintained by the contractor for stacking materials erection of Go down, site office erection of his plant and machinery etc. at his own cost. The contractor should plan the procurement of materials according to the space available. No claim on account of cost of such works shall be entertained by ITPO.

4. The intending tenderer must inspect the site of work and understand the actual quantum of work involved there in before submitting the tender. No request for additional payment for any kind of work shall be entertained.

5. The contractor will have to work according to progress of work decided by the Officer-in-charge. No claim what-so-ever will be entertained on his account.

6. The contractor shall consult the Officer-in-charge in writing regarding collection and stacking of materials in any place other than those approved by the Officer-in-charge. No excavated earth or building materials shall be stacked on areas for which permission of Officer-in-charge has not been taken.

7. No compensation shall be payable to the contractor for any damage caused by rains windstorm or floods during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained. The contractor shall bail cut rain water collected during execution of the work from the excavated trenches at his own cost. Nothing extra will be payable on this account.

8. The contractor shall have to work as per program of the department. No claim what-so-ever will be entertained on this account.

9. If the tenderer withdraws his option before award of the work or make any modification in the conditions of the tender which are not acceptable to the India Trade Promotion Organization shall without prejudice to any other right, or remedy, be at liberty to reject the bid and bidder may be banned to work in future with ITPO.

10. The contractor to whom the work is awarded will have to sign a separate agreement papers and the cost of such stamp paper will be borne by the contractor.

11. The work shall be carried out strictly as per CPWD specifications 2007, part I & II with up to date correction slips.

12. The contractor shall take approval from the Manager (Security) in writing for collection and stacking of materials.

13. The contractor must follow CPWD Safety Code as provided in general conditions of contract for CPWD works.

14. Any damage done by the contractor or his workmen to any existing work/building/Booth etc during the course of execution of the work shall be made good by him at his own cost or compensation in full should be borne by contractor.

15. 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 Officer-in-charge. Otherwise the site will be cleared by the department at his risk & cost to remove and clean the site.

16. The contractor to whom the work is awarded will have to sign the agreement on non judicial stamp papers of Rs. 50.00 and Indemnity bond on non judicial stamp papers of Rs. 100.00 as Annexure attached. The cost of such stamp paper will be borne by the contractor.

17. It shall be the sole liability of Agency to maintain all records with respect to deployed manpower and also responsible for deduction/payment on account of contributory employees provident fund, ESI and GST, pension and other statutory liabilities/obligations/stipulations as given in various Central/State Labour Laws from time to time in-force. The agency shall be required to submit the deposit receipt/challan of EPF & ESI, Bank statement and GST along-with their payment bills.

18. No worker, less than the age of 18 years, shall be deployed to perform duty under this contract, the agency shall be liable for any legal action in this regard if any and will borne the payment/ expenditures if any. ITPO shall not be liable for payment of wages for such workers.

19. In the event of any mishap within the premises of Pragati Maidan the responsibility for losses/damages etc., if subsequently attributed to carelessness/negligence of agency worker on duty, will have to be borne by the agency and shall have to be compensated in full.

20. All incidental charges of any kind whatsoever including cartage, cutting and wastage etc. shall be borne exclusively by the contractor and nothing extra will be paid to him on this account.

21. The manpower deployed on duty must be on the permanent pay roll of the agency and they must also hold their individual EPF & ESI Card No.

22. In case of accident, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith and kin of injured/diseased. Contractor shall indemnify ITPO from such liabilities.

23. The Final/Running bill payment will be released after fulfilling the following conditions.

- (i) That the agency should file a separate ECR against ESI & EPF for the individual workers engaged in ITPO submit the same with bank certified copy, bill, wage sheet and attendance sheet etc.
- (ii) That the agency should disburse the payment to individual contractual workers through Online mode or by Cheque only.
- (iii) Contractual labour Act Registration, if applicable.

24. The rates for additional manpower assigned by ITPO such as Wiremen, Painter, Carpenter, Fitter Grade –I & II, Mason, Khallasi etc will be paid minimum wages as laid down by the Govt. of NCT of Delhi or Central Govt. of India in accordance with the minimum Wage Notification issued by the Government of NCT of Delhi or Central Govt. of India (Whichever is higher).

25. For any additional work expenditures, the agency will submit its quotation with best rates and will start the work after obtaining clearance/Work order from ITPO. However, it will not binding on ITPO to award the additional work to the selected agency.



**ANNEXURE-I****UNDERTAKING**

(To be submitted in Firm's own letter head)

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document, scope of work, Terms and Conditions and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest quoted for any other department in India.
3. I/We give the rights to the Competent Authority of ITPO to forfeit the Security Money deposited by me/us if any delay on my/agent's part or fail to undertake contract/information provided by me are false.
1. I/We certify that not more than one tender is submitted by me/us having family/close relationships and business relationship with one another.
2. I hereby undertake to undertake contract, as per directions given in the tender notice.

(Signature of the Tenderer)

Place: \_\_\_\_\_ Name of the Signatory: \_\_\_\_\_  
Date: \_\_\_\_\_ Name of the Firm/agency \_\_\_\_\_  
Seal of the Firm/Agency \_\_\_\_\_

**ANNEXURE-II****DECLARATION**

(To be submitted in firm's own letter head)

It is certified that my firm/agency/company has never been black listed by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on date.

	Signature of the Tenderer _____
Place:	Name of the Signatory _____
Date: __/__/	Name of the Firm/agency _____
Seal of the Firm/Agency	_____

**ANNEXURE-III****TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)****Date****To,**


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**Sub: Acceptance of Terms & Conditions of Tender.****Tender Reference No:** \_\_\_\_\_**Name of Tender / Work: -**


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Dear Sir,

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

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as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. 1 to 24 (including all documents like annexure(s), schedule(s), etc) which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

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

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

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

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

**Yours Faithfully,****(Signature of the Bidder, with Official Seal)**

**ANNEXURE-IV****AGREEMENT**

This Agreement is made this ..... Day of ....., 2023 at New Delhi BY and BETWEEN the India Trade Promotion Organization, A Government of India enterprises having its registered office at Pragati Bhawan, Pragati Maidan, New Delhi – 110001, through its authorized representative, hereinafter referred to as "ITPO" (which expression shall include, unless repugnant to or excluded by the context, its successor and assignees) as party of the first part:

AND.....having its registered office at....., through its authorized signatory.....hereinafter referred to as the "Contractor" (which expression shall include, unless repugnant to or excluded by the context, its successor and assignees) as party of the Second part:

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

WHEREAS the contractor has submitted tender for carrying out the .....as per the tender documents page 1 to page 24 and has represented that in conformity with his/its obligation contained in the tender as modified by the correction slips and corrigendum contained he/it shall carryout the same truly, faithfully and honestly. Now therefore, the parties hereby agree to be bound by the provision set out in this agreement.

**Indemnity**

- The Agency/Contractor shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions/losses/damages/expenses/costs whatsoever and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of Agreement/Contract and subsequent thereto relating to the period of Agreement/Contract, arising out of a breach by Agency/Contractor and/or its sub-contractors, agents, employees etc. of any of its obligations under this tender/Agreement. (Annexure V).
- The agency undertakes all responsibility/responsibilities financial and otherwise arising out of loss, damage, theft excluding natural wear and tear/calamity to make good or replace the equipment/accessories within 24 hrs. to 72 hrs. as per exigency and shall bear the expenses thereto. The agency undertake to make good to the ITPO the loss to the property (movable or immovable) if it is found that the same is out of negligence/non application of diligence of the agency/contractor, its agents/sub-contractor, employees, deployed personnel etc.
- The agency is required to submit the indemnity bond in favour of ITPO (The expenditure of Indemnity Bond will be borne by successful bidder).

**Force-Majeure**

If at any time, during the continuance of this tender/agreement, the performance in whole or in part, by either party, of any obligation under this is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, Act of State or direction from Statutory/Govt. Authority, explosion, pandemic, epidemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the agency/contractor), fire, floods, natural calamities or any act of GOD (hereinafter referred to as EVENT) beyond their control unequivocally and accepted by other, provided notice of happenings of any such EVENT is given by the affected party to the other, within 15 Calendar days from the date of occurrence thereof, neither party shall, by reason of such event, be entitled to terminate this agreement/contract, nor shall either party have any such claims for damages/ compensation against the other, in respect of such non-performance or delay in performance provided the agreement/contract shall be resumed as soon as practicable, after such EVENT comes to an end or ceases to exist. The decision of the CMD, ITPO, as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive provided further that if the performance in whole or part of any obligation under this agreement/contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at its option terminate the Agreement/contract.

### **Arbitration and Conciliation proceedings**

- In case of any dispute, both the parties ( i.e. ITPO and the Agency) shall make all efforts to resolve by way of conciliation process. In the event of any doubt, dispute or difference arising out of or under the tender contract/agreement (except as to matters, the decision to which is specifically provided under this agreement) remains unresolved, the same shall be referred to CMD, ITPO for appointment of Sole Arbitrator . The provision of Indian Arbitration & Conciliation act, 1996. (as amended from time to time) shall apply on both parties.
- It is also a term of contract that if any fees are payable to the Arbitrator, the same shall be paid equally by both the parties.
- The venue of Arbitration proceedings shall be the office of ITPO, i.e. Pragati Bhawan, Pragati Maidan, New Delhi. The language of arbitration proceedings shall be English.

### **Confidentiality:**

The Bidder/Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Subject to disclosures which may be required to be made in accordance with applicable laws/Court orders/governmental and/or statutory authorities, the Bidder/Agency shall treat as confidential all and any data, information, records including but not limited to any data/information about the ITPO and its officers/officials, obtained in the execution of its responsibilities as per the Tender/Agreement and maintain/keep the data/information/record in strict confidence and shall not reveal such information to any person and/or third party without the prior written approval of the ITPO, even after termination/expiry or otherwise determination of the Agreement.

All information/data/record obtained/under possession of the Bidder/Agency in the execution of its responsibilities as per the Tender/Agreement, shall be promptly returned to ITPO or destroyed by the Bidder/Agency if so required by ITPO, at the expiry of the Agreement/Contract and/or its termination for any reason.

Indemnity obligations of the Bidder/Agency as contained in the Agreement shall extend to violation of its confidentiality obligations under the Tender/Agreement. ITPO would in addition to being indemnified, shall remain entitled to all remedies/actions/measure available to it under law. Confidentiality obligations of Bidder/Agency shall survive the Agreement.

### **Jurisdiction**

The Courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of and in relation to this agreement.

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

The same shall be binding on both the parties.

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

Date the  
AT New Delhi  
WITNESS:

1. Party No.1

2. Party No.2

**On Rs. 100/- Non-Judicial Stamp Paper duly Notarized****INDEMNITY BOND**

This Indemnity Bond is executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2023 at New Delhi by Smt./Ms. \_\_\_\_\_ Authorized Director/ Authorized Signatory/Authorized Representative of M/s ..... (company name) having authority to sign this Indemnity Bond for and on behalf of company vide resolution passed by Board of Directors in meeting held on \_\_\_\_\_ and extract thereof duly signed by the Company Secretary/ Managing Director/ Whole Time Director, hereinafter referred to as Indemnifier which expression unless excluded or repugnant to the context shall mean and include its heirs, representatives, administrators, assign of the one part in favour of ITPO (A Government of India Enterprise).

The indemnifier \_\_\_\_\_, hereby agree to indemnify and keep indemnified India Trade Promotion Organisation (ITPO), Pragati Bhawan, Pragati Maidan, New Delhi-110001, which expression shall include and mean its successors, administrators and assigns against any claim including that of third party claim arising out of services rendered to ITPO. This also includes any payment already made by ITPO erroneously claimed second time and paid by ITPO in good faith on the basis of duplicate bill under the gauge of losing the original bill. The same shall be refunded within 10 days from the receipt of notice thereof and/or any third party claim for the period of execution of the agreement even after lapse of agreement.

The indemnifier shall also adhere to the Indemnity clauses as mentioned below.

(1) The Indemnifier(.....(Name of Company) shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses/damages/expenses/costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of Agreement/Contract and subsequent thereto relating to the period of Agreement/Contract, arising out of a breach by Agency/Contractor and/or its sub-contractors, agents, employees etc. of any of its obligations under this Tender/Agreement.

(2) The indemnifier shall undertake all responsibility/responsibilities financial and otherwise arising out of loss, damage, theft excluding natural wear and tear/calamity to make good or replace the equipment/accessories within 24 hrs. to 72 hrs. as per exigency and shall bear the expenses thereto. The indemnifier undertakes to make good to the ITPO the loss to the property (movable or immovable) if it is found that the same is out

of negligence/non application of diligence of the Indemnifier, its employees/agents/deployed personnel.

Disputes, if any, arising out of and in relation to the Indemnity bond between the parties herein shall be governed by Indian law and shall be subject to the exclusive jurisdiction of courts of Delhi.

In witness whereof, the indemnifier\_\_\_\_\_ Authorized Representative hereinabove execute this Indemnity Bond in presence of witnesses and sureties stated below on day, month and year stated above.

**Signature of authorized signatory**  
(With official seal)

#### **WITNESSES**

1. \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

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

\_\_\_\_\_

2. \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

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

\_\_\_\_\_

#### **SURETIES**

1. \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

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

\_\_\_\_\_

2. \_\_\_\_\_

(Signature)

Name: \_\_\_\_\_

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

\_\_\_\_\_

“NB: The Executor of this Indemnity Bond shall submit copy of authentic Identity Card and PAN No., which shall be attached with this indemnity Bond. These documents needs to be certified True Copy by the Notary Public.”

**ANNEXURE-VI****FINANCIAL BID UNDERTAKING**

From: (Full name and address of the Bidder) \_\_\_\_\_

\_\_\_\_\_  
To, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/Madam,

I submit the Price Bid for **Providing CCTV network system on hire basis in the halls, hangers, gates and other locations of Pragati Maidan, New Delhi.** and related activities as envisaged in the Bid document.

1. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
2. I offer to work at the rates as indicated in the price Bid, Annexure IV **exclusive of GST.**

Authorized Signatory

(Signature of the Authorized Person)