



Annexure: I

INDIA TRADE PROMOTION ORGANISATION

E-TENDER NOTICE

Online percentage rate Tenders are re-invited through two bid system for “Making mechanized conservancy/ sanitation arrangements and automated housekeeping in the outer areas i/c general toilets at ITPO premises (**IECC AREA**) i/c Hiring of Tipper Trucks & loader for removal of garbage/ malba from Pragati Maidan premises to dump at MCD SLF site, Ghazipur/ Okhla or nearby designated area by Delhi Govt **for 12 Months.**”

(Manual tender will not be accepted)

The detail of tender is as under.

S.N	Name of work	Time for Completion	Estimated Cost	Earnest Money	Cost of Tender i/c GST
1	Making mechanized conservancy/ sanitation arrangements and automated housekeeping in the outer areas i/c general toilets at ITPO premises (IECC AREA) i/c Hiring of Tipper Trucks & loader for removal of garbage/ malba from Pragati Maidan premises to dump at MCD SLF site, Ghazipur/ Okhla or nearby designated area by Delhi Govt for 12 Months	365 days	1,28,14,544/-	2,56,300/-	1180/-

1. The tender documents are available on our website www.indiatradefair.com (for reference only) & www.eprocure.gov.in and same can be down loaded. However, the documents required such as two DDs towards Cost of Tender and Earnest money (Demand Draft should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be deposited in Upper level of Hall No. 7 before the close of time for opening the e-tender. The contractor should have PAN Number, GST Number, ESI, EPF Registration Number.
2. The contractor should have experience certificate/work done in similar type of works as per tender document.
3. Tender documents may be downloaded from ITPO's website. www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

INDICATIVE CRITICAL DATE SHEET

Published Date	01/10/2020
Bid Document Download Start Date	01/10/2020
Bid Submission Start Date	01/10/2020
Bid Submission End Date	12/10/2020 at 2.30 PM
Bid Opening Date	13/10/2020 at 2.30 PM

4. 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.

5. 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.

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

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

EMD Payment & Tender cost:

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

BANK Details for EMD Payment through NEFT/RTGS:

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

8. The Hard Copy of original instruments in respect of cost of tender document, earnest money, must be delivered to **C. K. Pandey, SM (Civil) N/F, Hall No. 7**, India Trade Promotion Organisation, Pragati Maidan, New Delhi - 110001 on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD/RTGS,etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable. EMD of other than lowest agency shall be returned.

9. 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.

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.

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 documents as per clause 3.2.5 of eligibility criteria.
- ii) Scanned copy of PAN No, GST number, EPF & ESI registration number.
- iii) Scanned copy of documents like Earnest Money Deposit, Tender cost.
- iv) Scanned copy of Tender Acceptance Letter(Annexure III)
- v) Scanned copy of Price bid undertaking(Annexure IV)
- vi) Scanned copy of list of skilled/semiskilled/unskilled workers
- vii) Scanned copy of OHSAS 18001, ISO 9001, ISO 14001
- viii) Scanned copy of minimum annual turnover not less than Rs 40.00 lacs in the preceding three financial years i.e 2016-17 & 2017-18 & 2018-19
- ix) Scanned copy of registration certificate of the firm/ company.
- x) Scanned copy of proof of owning/ hiring agreement of machinery/ equipment/ T&P as per NIT

Financial Bid

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

Annexure: II

Instructions for Online Bid Submission:

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

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) 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.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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.
- 4) 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.
- 5) 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.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) 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.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) 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.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

Annexure: III

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - Making mechanized conservancy/ sanitation arrangements and automated housekeeping in the outer areas i/c general toilets at ITPO premises (IECC AREA) i/c Hiring of Tipper Trucks & loader for removal of garbage/ malba from Pragati Maidan premises to dump at MCD SLF site, Ghazipur/ Okhla or nearby designated area by Delhi Govt for 12 Months..."

Dear Sir,

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

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

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

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

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

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

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

Yours
Faithfully,

(Signature of the Bidder, with Official Seal)

FINANCIAL BID UNDERTAKING

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

To,

Dear Sir/Madam,

I submit the Price Bid **Making mechanized conservancy/ sanitation arrangements and automated housekeeping in the outer areas i/c general toilets at ITPO premises (IECC AREA) i/c Hiring of Tipper Trucks & loader for removal of garbage/ malba from Pragati Maidan premises to dump at MCD SLF site, Ghazipur/ Okhla or nearby designated area by Delhi Govt for 12 Months..”** and related activities as envisaged in the Bid document.

2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid.

Authorized Signatory

(Signature of the Authorized Person)

INDIA TRADE PROMOTION ORGANISATION
(ENGINEERING DIVISION),
NEW DELHI

SECTION-1

(Notice Inviting Tender)

INDIA TRADE PROMOTION ORGANISATION
Engineering Division

No. 180-ITPO/Misc/Engg/2020-21

Dated: - 01/10/2020

E-TENDER NOTICE

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 **percentage rate** e- tenders for the following work from specialized agencies. The agencies should have PAN NO, GST No., and ESI & EPF Registration

S. N.	Name of work	Time for Completion	Estimated Cost	Earnest Money	Cost of Tender
1	Making mechanized conservancy/ sanitation arrangements and automated housekeeping in the outer areas i/c general toilets at ITPO premises (IECC AREA) i/c Hiring of Tipper Trucks & loader for removal of garbage/ malba from Pragati Maidan premises to dump at MCD SLF site, Ghazipur/ Okhla or nearby designated area by Delhi Govt for 12 Months.	365 days	1,28,14,544/-	2,56,300/-	1180/-

The bids can be submitted online up to 12/10/2020 up to 2.30 PM with date of opening **on 13/10/2020 at 2.30 PM**. For further details including eligibility, downloadable form of tender documents etc. please refer website www.indiatradefair.com. & www.eprocure.gov.in

Manual tenders will not be accepted.

(C. K. Pandey)
Senior Manager (civil) N/F

INDIA TRADE PROMOTION ORGANISATION
(ENGINEERING DIVISION),
NEW DELHI

SECTION-2

**TECHNICAL BID
SUBMISSION FORM**

TECHNICAL PROPOSAL SUBMISSION FORM

Date:

LETTER OF BID

To

The Sr. Manager (Civil) N/F
India Trade Promotion Organisation
Upper level of Hall No. 7,
Pragati Maidan, New Delhi- .

Ref: Invitation for Bid No. **TENDER NO. ----- D A T E D -----**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing manpower services for the ITPO premises at Pragati Maidan, New Delhi.
3. Our bid shall be valid for a period of 300 days from the date fixed for the bid submission deadline

in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.

4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of authorization for signing on behalf of company)

Full Name and Designation (*To be printed on Bidder's letterhead*)

INDIA TRADE PROMOTION ORGANISATION
(ENGINEERING DIVISION),
NEW DELHI

SECTION-3

INSTRUCTIONS TO THE BIDDERS

3. INSTRUCTIONS TO THE BIDDERS

3.1. GENERAL INSTRUCTIONS

- 3.1.1 For the Bidding / Tender Document Purposes, „Office of the India Trade Promotion Organisation shall be referred to as „Client“ and the Bidder / Successful Bidder shall be referred to as „Contractor“ and / or Bidder or interchangeably.
- 3.1.2 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained..
- 3.1.3 The Bidder (hereinafter referred to as the agency or Facilitation Management Services (FMS) agency or Successful (Bidder) submitting the Bid Documents for House Keeping & Facilitation Management Services under the Bid Documents must be having ISO Certification for Service Sector since more than Two Years as on 31.03.2020.
- 3.1.4 Similar work shall mean Mechanized/Automated Housekeeping work of the Hotel/Institutional Building which shall include mechanized cleaning of buildings with some Central/State Government Department in PSU"s, State Assemblies, or similar nature of works in Five Star Hotels, similar nature of work in Domestic/ International Airports or similar nature of works in Exhibition Grounds like, Mumbai, Bangalore, Chennai and other similar Exhibition grounds.
- 3.1.5 Willing Bidders are advised to inspect the site thoroughly, understand it after having discussion with ITPO officers before submitting the Bid Documents at their own cost. Permission shall be granted by ITPO to visit the site on receipt of formal written request, reasonably in advance of the proposed visit.
- 3.1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 3.1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**
- 3.1.8. The parties to the Bid shall be the „Bidders“ (to whom the work has been awarded) and the Office of the India Trade Promotion Organisation, New Delhi.
- 3.1.9 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the India Trade Promotion organisation. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 3.1.10. The requirements of machinery/manpower is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.
- 3.1.11. The department reserves the right to reject any prospective application without assigning any reason.

(NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT)

3.2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

3.2.1. Legal Valid Entity : The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956. Bidder in the form of JV/consortium, Proprietorship and Partnership is not permitted. A proof for supporting the legal validity of the Bidder shall be submitted.

3.2.2. Registration: The Bidder should be registered with the Income Tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation.

3.2.3. Clearance: The Bidder should also have clearance from Tax Department, Relevant proof in support shall be submitted.

3.2.4. Experience: The Bidder should have experience in the similar field of providing manpower/facility management in the Government Departments/Public Sector (Central or State) for the last seven years. In case no bidder has provided government experience / public sector experience, then the bidders with experience in reputed organizations may be considered by the competent authority of the Client.

3.2.5. The bidder has to submit the relevant work experience completion certificate satisfactorily completed of similar work during **last seven years** ending last day of month **March 2020** as detailed below ;

3.2.5.1 Completed three similar works of costing not less than 40% of the estimated cost.

3.2.5.2 Completed two similar works of costing not less than 60% of the estimated cost.

3.2.5.3 Completed one similar work of costing not less than 80% of the estimated cost.

3.2.5.4 Attested/ Certified copy from the CA for the completed three financial years i.e. for 2016-2017, 2017-18 & 2018-19.

3.2.5.5 Should have had average annual financial turnover of **Rs. 40.00 Lakh** during the last three years ending **31st March 2019**.

3.2.5.6 **Nil**

3.2.5.7 Should possess valid ISO 9001 Certification for Mechanized Housekeeping Services which is issued prior to **31.03.2020**.

3.2.5.8 Should produce valid OHSAS 18001 & ISO 14001 certificate as Mechanized Housekeeping and other operative services.

3.3 DOCUMENTS SUPPORTING THE MINIMUM ELIGIBILITY CRITERIA

3.3.1 In proof of having fully adhered to the minimum eligibility criteria at 3.2.1, copy of Certificates of Incorporation issued by the respective registrar of firms/companies.

3.3.2 In proof of having fully adhered to minimum eligibility criteria at 3.2.2, copies of PAN, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.

3.3.3 Nil

3.3.4 In proof of having fully adhered to minimum eligibility criteria at 3.2.4, copy of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs shall be acceptable.

- 3.3.5 copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.

3.4 EARNEST MONEY DEPOSIT:

- 3.4.1 The bids without Earnest Money & tender cost shall be summarily rejected.
- 3.4.2 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.4.3 **The EARNEST MONEY may be forfeited:**
- 3.4.3.1 If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- 3.4.3.2. In case of successful bidder, if the bidder
- 3.4.3.2.1 . Fails to sign the contract in accordance with the terms of the tender document
- 3.4.3.2.2. Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
- 3.4.3.2.3. Fails or refuses to honour his own quoted prices for the services or part thereof.

3.5 VALIDITY OF BIDS

- 3.5.1 Bids shall remain valid and open for acceptance for a period of 300 **days** from the last date of submission of Bids.
- 3.5.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 3.5.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

3.6. PREPARATION OF BIDS

- 3.6.1 Language: Bids and all accompanying documents shall be in English or in Hindi.
- 3.6.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along-with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.
- 3.6.3. Documents comprising the Bid:
1. Technical Bid Submission Form duly signed and scanned on Company's **letterhead.**
 2. Scanned tender document must be duly signed & stamped.
 3. Scanned Contact Details Form, duly filled and signed.
 4. Scanned copy of Financial Capacity form – filled in signed and stamped.
 5. Earnest Money Deposit of **Rs. 2, 56,300/- (Rupees Two Lakhs fifty six thousand three hundred only) & tender fee of Rs. 1180/- (Rs. One thousand one hundred eighty only)**
 6. All scanned supporting document in proof of having fully adhered to minimum eligibility criteria as eligibility criteria.
- 3.6.4 **Financial Bid:** Bidder should submit financial Bid in the Price Schedule in the Tender BOQ_XXXX .xls.form Document.

3.7. BID OPENING PROCEDURE

- 3.7.1. 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 representatives.

3.8 CLARIFICATION ON TECHNICAL BID EVALUATION.

- 3.8.1. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 3.8.2. If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

3.9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

- 3.9.1. The Client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.
- 3.9.2. The tendering evaluation shall be done on weight-age with 70% to Technical Evaluation and 30% to financial evaluation.
- 3.9.3. The technical bid evaluation shall be done based on the following criteria:
- 3.9.4. During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

(i)	Number of years in Operations of similar nature of works	Max 25 Marks
	(a) Less than 5 years	10 Marks
	(b) 5-10 years	15 Marks
	(c) More than 10 years	25 Marks
(ii)	Annual Turnover from Mechanised Housekeeping services over the Last three Financial Years (Chartered Accountant verified/ audited turnover statements to be furnished as proof of the same.)	Max. 25 Marks
	(a) 40 to 80 Lakhs	5 Marks
	(b) 81 to 120 Lakhs	8 Marks
	(c) 121 to 160 Lakhs	15 Marks
	(d) 161 to 200 Lakhs	20 Marks
	(e) 201 Lakhs and above	25 Marks
(iii)	Number of Manpower on rolls	Max. 30 Marks
	(a) Less than 250	5 Marks
	(b) 251 to 500	10 Marks
	(c) 501 to 750	15 Marks
	(d) 751 to 1000	25 Marks
	(e) 1001 and above	30 Marks
(iv)	Quality Related Marks	Max. 20 Marks
	(a) ISO-9001	05 Marks
	(b) OHSAS 18001	05 Marks
	(c) ISO 14001	10 Marks

3.9.5. **A Bidder should secure mandatorily a minimum of 70% marks** (i.e. 70 marks out of total 100 marks in Technical Evaluation in order to be a qualified bidder **for being eligible for Technical weight-age and subsequently for opening of financial bids.**

3.9.6 The total marks obtained by a Bidder in the technical bid shall be located 70% of technical weight-age and the financial bids shall be allocated 30% of the financial weight-age, and thereby making a total of 100% weight-age for the complete bidding.

Illustration 1 (for Technical Weight-age)

If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation

*his technical **evaluation value shall be:56** i.e. {80 x 70%}*

3.9.7 The Bidder shall be required to produce copies of the relevant documents in support of 3.9.4 (i, ii, iii & iv) in addition to the documentary evidences of para 2.1 for being considered during technical evaluation.

3.9.8 A substantially **responsive bid** shall be one that meets the requirements of the bidding document in **totality i.e. by following the procedures of Para 3.10.** The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be unopened.

- (i) The responsiveness of the bid, i.e.; receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.
- (iii) Documents in proof of meeting the minimum eligibility criteria.

(v) Any other documents as required to support the responsiveness of the bidder, as per tender.

3.9.9 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the **financial Bid opening in written communication.**

3.10 FINANCIAL BID OPENING PROCEDURE

3.10.1. The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

3.10.2. Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. **The successful bidder (L-1) shall be decided only after following due procedure as explained in para 11.**

3.11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

3.11.1. The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.

3.11.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 30 marks (i.e. 30% x 100) and his total scores of the bid shall be as per **Illustration** below:

2

Illustration 2

*If the Bidder at Illustration 1 is L-1 Bidder and quoted Rs.100/- for being L-1, then his total value shall be **86** i.e. (56 Technical Value + 30 Financial Value)*

- .11.3 The financial scores of the other bidders (i.e. L-2, L-3...ad so on) shall be computed as under and as explained at Illustration 3 below:

$30 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value (L-2 OR L3..)}$

Illustration 3

If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L-2 shall be computed as under

*$30 \times 100 (\text{lowest prices-L1}) / 125 (\text{quoted prices} - \text{L2}) = 24 (\text{financial score})$ Therefore L-2 Bidder shall have total value of **80** (56 Technical Value + 24 Financial Value)*

- 3.11.4. The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.
- 3.11.5 The Bidder meeting the minimum eligibility criteria and with the **highest marks/ rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible L-1 Bidder for further process.
- 3.11.6 If there is a discrepancy between words and figures, the amount in words shall prevail.

3.12 RIGHT OF ACCEPTANCE:

- 3.12.1 The Office of the **India Trade Promotion Organisation**, reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the **India Trade Promotion Organisation** in this regard shall be final and binding.
- 3.12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 3.12.3 The competent **O rganisation** authority of the office of the **I n d i a T r a d e P r o m o t i o n** reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.

3.12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the India Trade Promotion Organisation reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

3. 12.5 The office of the India Trade Promotion Organisation may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

3.13. NOTIFICATION OF AWARD BY ISSUANCE OF „LETTER OF ACCEPTANCE“

- 3.13.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.
- 3.13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 3.13.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

INDIA TRADE PROMOTION ORGANISATION
(ENGINEERING DIVISION),
NEW DELHII

SECTION-4

GENERAL CONDITIONS OF CONTRACT (GCC)

4. GENERAL CONDITIONS OF CONTRACT

4.1. GENERAL

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule.

4.2. DEFINITIONS

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
Party	The word "party" means the Successful Bidder to whom the work of providing manpower services has been awarded and the Client "Office of the Comptroller and Auditor General of India".
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing manpower services in its premises
Notice to Proceed	Shall mean the date at which the manpower services are to commence in Client"s premises.
„Confidential Information"	Shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date"	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which Contract shall stand terminated.
Termination Notice Contractor	Shall mean the notice of Termination given by either Party to the other Party Shall mean the successful bidder to whom the work of providing housekeeping services in Client" premises have been awarded.

4.3 CONFIDENTIALITY

- 4.3.1. The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 4.3.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

4.4. PERFORMANCE GUARANTEE

- 4.4.1 The successful bidder within ten days of the acceptance of the LoA shall execute a Performance Guarantee in the form of DD/ FD pledged to ITPO of any bank, a sum 5% of the accepted contract value in favour of India Trade Promotion Organisation, payable at New Delhi.
- 4.4.2 The Performance Guarantee can be forfeited by order of the competent authority of the Office of the India Trade Promotion Organisation in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Performance Guarantee as may be considered by the Office of the India Trade Promotion Organisation sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- 4.4.3. On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

4.5 NOTICE TO PROCEED

After the acceptance of the LoA and Performance Guarantee money from the successful bidder, Client shall issue the „Notice to proceed“, to the contractor authorising him to provide manpower in the Office at the specified locations.

4.6 SIGNING OF CONTRACT AGREEMENT

4.6.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services on a non-judicial stamp paper of Rs. 100.00.

4.7 SERVICES REQUIRED BY THE CLIENT

4.7.1 The Contractor shall be providing manpower and machinery for conservancy in Client's premises as per the details given herein, or any other location as required by the Client to be read with the General Conditions, Additional Conditions, Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

4.7.2 The Client shall pay the charges as agreed between the Client and the Contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of bidding process.

4.7.3 The Contractor shall provide manpower and machinery for conservancy services in the Client's premises to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.

4.8. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

4.8.1 Submission of Performance Guarantee in accordance with Clause **4.4.1**.

4.8.2 **The Contractor shall commence conservancy services in Client's premises within 7 days from the date of receipt of Notice to Proceed/ as per award letter.**

4.9. CONTRACTOR'S OBLIGATIONS

4.9.1. The Contractor shall provide conservancy services at Client's premises as per Schedule of **Work / Requirements** which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

- 4.9.2. The Contractor shall provide manpower services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities (such as ESI & EPF etc.) shall be paid for by the Contractor.
- 4.9.3. The Contractor shall submit to Client the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time..
- 4.9.4. The Client shall have the right, within reason, to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the any personnel with prior intimation to the Client, emergencies, exempted.
- 4.9.5. The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 4.9.6 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of housekeeping Services in accordance with Schedule of Requirements.
- 4.9.7. The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 4.9.8 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.
- 4.9.9 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. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 4.9.10 The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel at its own cost.
- 4.9.11 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor quarterly.
- 4.9.12 **The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.**
- 4.9.13. Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 4.9.14 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the Client.
- 4.9.15 The Contractor shall not employ any person below the age of 18 years old.
Manpower so engaged shall be trained for providing services.

4.10. CONTRACTOR'S PERSONNEL

- 4.10.1 The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the Client premises at the Client Site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof.
- 4.10.2 The Contractor shall submit its Organisation Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the Client of any change in its organization or its personnel.

4.10.3 The personnel engaged by the Contractor shall be dressed in neat and clean uniform including proper name badges).

4.11. CONTRACTOR'S LIABILITY

4.11.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Client.

4.11.2. The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

4.11.3 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

4.11.4 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of manpower Services to the Client.

4.11.5 The Contractor shall not Sub-Contract or Sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

4.12 CLIENT'S OBLIGATIONS

4.12..1 The Client shall comply with and fulfil the recommendations (if any), if deemed necessary by the Client, made in writing by the Contractor in connection with the performance of the Services. The Client shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the Services as soon as possible after the Client becomes aware of them.

4.12.2 To enable the Contractor to provide the conservancy services, the Client shall ensure that their staff is available to provide such assistance.

4.12.3 Client shall not be under any obligation for providing empanelment to any of the personnel of the Contractor after the expiry of the contract. The Client does not recognize any employee employers relationship with any of the workers of the Contractor.

4.13. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of **12 months** from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of **12 Months**, can be further extended, subject to satisfactory services at the sole discretion of the office of the Client.

4.14. PAYMENTS

- 4.14.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client for the manpower services.
- 4.14.2 The prices in the Price Schedule shall be exclusive of applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 4.14.3 The Contractor shall raise invoice per month and submit the same to Client by 7th of every following month. The Client shall make all endeavours to make payments within **15-20 days** from the date of the receipt of the invoice to the Contractor.
- 4.14.4 **The initial cost of the Contract shall be valid for a period of 12 months. No price escalation shall be entertained by the Client during the period.**
- 4.14.5 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the **Price Schedule**.
- 4.14.6 All payments shall be made in Indian Currency by means of an Account Payee Cheque.
- 4.14.7 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 4.14.8 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

15 FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

- 4.15.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 4.15.2. The date of commencement of the event of Force Majeure;
- 4.15.3 The nature and extent of the event of Force Majeure;
- 4.15.4 The estimated Force Majeure Period.
- 4.15.4 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

4.15.6 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

4.15.7 Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

4.16 TERMINATION

This Contract may be terminated forthwith by either party by giving written notice to the other if:

4.16.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

4.16.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:

4.16.3 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Guarantee shall be forfeited and encashed.

4.16.4 The Contractor does not provide manpower services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements

4.16.5 The Contractor goes bankrupt and becomes insolvent.

4.17. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

4.18. INSOLVENCY

4.18.1 The competent authority of the office of the India Trade Promotion Organisation may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

4.19 CURRENCIES OF BID AND PAYMENTS

4.19.1 The Bidder shall submit his price bid / officer in Indian Rupees and payments under this contract will be made in Indian Rupees.

4.20. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

4.20.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Client in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

4.20.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

INDIA TRADE PROMOTION ORGANISATION
(ENGINEERING DIVISION),
NEW DELHII

SECTION-5

**ADDITIONAL CONDITIONS OF
CONTRACT (ACC)**

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 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"s 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 **Mechanised Conservancy Housekeeping** along with the details of machines & chemicals to be used (with specified brands & make) and frequency of various cleaning operations required to be carried out shall be adhered as per the details available on page _____ to _____ of tender document.

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 conservancy 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 of Deputy Manager/Junior Engineer.

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 Electricity & water will be provided free of cost for operation of machinery/equipments at the nearest services available.

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.

5.50. All the tipper trucks deployed at Pragati Maidan premises are duly painted and remain neat & clean and in presentable condition as per direction of Officer-In-charge.

5.51. Deployment of one supervisor is necessary to supervise the works of collection of the garbage & malba loading/unloading of the same from different locations in the ITPO Premises and for providing the trucks.

5.52. Recovery will be made for not providing the workers for trucks as per item of the schedule of quantities i.e. Rs.500/- each per day and for supervisor @ Rs.1, 000/- each per day as per clause No. 5.51 above.

- 5.53 The collected garbage from ITPO Premises will be disposed off at MCD SLF, Ghazipur/ Okhla or nearby designated area by Delhi Govt.(no extra payment shall be made in case of change of designated area) There will be minimum two trips a day of each truck or more as per requirement of the site for disposal at S.L.F site. If the disposal frequency is less than two Nos., then the recovery will be imposed @ 75% rate of the quoted rates of the agency each trip. For disposal of garbage inside Pragati Maidan, there will be minimum three trips of each truck (if the garbage is available). If the disposal frequency is less than three Nos., then the recovery will be imposed @ 75% rate of the quoted rates of the agency each trip.
- 5.54 The responsibility for seeking all the permissions for plying the trucks in day or night from Pragati Maidan to dumping ground shall be of the agency absolutely.
- 5.55 The deployment timing of the trucks at Pragati Maidan Premises will be 8.00 AM to 8.00 PM (i/c disposal at SLF Site) and late hours if required during fairs .In case of using loader, two/ three trucks with minimum three trips of each truck is necessary. (for 8 hr of loader).
- 5.56 The required Nos. of trucks will be provided/ deployed by the agency at Pragati Maidan Premises for pre-activities, during fair and the post activities of the different fairs to be organised time to time. However number of trucks required may vary from 1 to 7.
- 5.57 Recovery/penalty shall be imposed for not providing the requisite Nos. of trucks on particular days. (The prior intimation will be communicated to the agency for the same on phone or through supervisor). The recovery will be double of the quoted rates of the agency against each item.
- 5.58 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/challan/compensation shall be borne by the agency.
- 5.59 The agency has to collect the garbage/malba everyday from the entire area of ITPO premises at Pragati Maidan.
- 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.600.00 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 Loaded tipper trucks to be covered by tripal inside the Pragati Maidan premises.
- 5.65 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.
- 5.70 The contractor shall arrange his own Phawaras, tokaries and T&P etc. loading unloading of garbage etc. as mentioned in items.
- 5.71 Agency has to submit the receipt of MCD SLF site next day to this office. The payment shall be made only on getting the receipt for number of trips. If the agency not submit the receipt of MCD SLF site next day to ITPO official, no duplicate slip shall be entertained for payment in case of missing original slips.

5.72 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.

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:-

- 5.73 Physical distancing of at least 6 feet to be followed.
- 5.74 Mandatory use of face covers/ masks for all.
- 5.75 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.
- 5.76 Spitting shall be strictly prohibited.
- 5.77 The furniture and other surfaces (frequently touched or otherwise) brought by the agency shall be wiped with disinfectant on regular basis.
- 5.78 While transporting the prefabricated materials to Pragati Maidan or back to warehouse, the agency must ensure sanitisation of the transportation vehicle and all materials before loading. Unnecessary stopover during transit where infection is feasible shall be avoided.
- 5.79 Driver and other personnel involved in transportation of material must ensure social distancing, wear all necessary PPEs and use permissible sanitizers.
- 5.80 Contactless transportation of materials to the exhibition ground will be ensured as feasible.
- 5.81 All the works at site shall be carried out maintaining social distancing.
- 5.82 All the structure/ stalls fabricated by the agency at site shall be sanitised before use and dismantling.
- 5.83 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.

INDIA TRADE PROMOTION ORGANISATION
(ENGINEERING DIVISION),
NEW DELHI

SECTION-6

SPECIAL CONDITIONS OF CONTRACT (SCC)

6. SPECIAL CONDITIONS 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.

SECTION-7

SCHEDULE OF WORKS/ REQUIREMENTS

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** who shall 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 as prescribed in the following paragraphs.

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

SCOPE OF WORK

- The Agency shall have to maintain cleanliness in the area as per frequencies mentioned in NIT. However the cleaning shall have to be done more frequently on instructions of the Officer-in- Charge for which nothing extra shall be paid.
- The Frequency for cleaning are required as per tender conditions. The outer area of Pragati Maidan is required to be maintained as dust free and litter free by doing continuous sweeping cleaning and rag picking by using road sweepers manpower and tools as mentioned in the tender document.
- 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.
- 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 .
- 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.
- Any deviation from execution and performance of the mechanized road sweeping services requirements as specified in the tender document, shall invoke penalties besides taking action on termination of the Contract at the discretion of ITPO.
- Cleaning of parks, green area at different location of the premises. The parks developed in the premises at different locations are to be cleaned and swept every day during day hours.
- The parks are also to be kept clean by picking paper bits, polythene, gutka pouches etc. and other waste lifting/disposal for all days. The Agency has to provide sufficient cleaning materials i.e. mechanical rag picker, hand held rag picker, joby dust pan, wheel barrow, brooms, etc.

- The Agency shall stock the cleaning materials, consumables as specified in the tender document each month and maintain the stock register of receipt and issue. The stock register shall be got verified by the controlling officers of the Client on a daily basis.
- 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.
- The Agency shall exercise adequate supervision to reasonably ensure proper performance of Mechanized Sweeping and Cleaning Services in accordance with Schedule of Requirements.
- 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.
- Cleaning, sweeping and wiping of floors, furniture and drinking water area etc. on regular basis.
- Lifting, carrying and disposing the garbage by hiring of Tipper Trucks with one driver, diesel etc for 12 hours each day for loading/unloading of the garbage, malba, waste material etc from ITPO premises at Pragati Maidan and dumping the same at MCD SLF site at Ghazipur/ Okhla during Domestic fairs, IITF-18, Third party fairs and as when required etc. and as per the direction of officer-in-charge.
- Hiring of the loader with driver as and when required at Pragati Maidan to lift the garbage, malba, waste material etc and loading the same in tipper trucks to be provided free of cost by the department etc. complete and as per the direction of Officer-in-charge.
- Hiring of tractor with water sprinkler for sprinkling of water on roads of Pragati Maidan premises and as per direction of officer-in-charge (water shall be provided by ITPO free of cost) for IITF-2018 & as and when required. (for 12 hours)
- **As Pragati Maidan is exhibition ground and back to back number of exhibitions are organised, therefore, the malba before & after the exhibitions should be cleared/ removed within 2 hours. In case of non compliance, penalty shall be imposed @ Rs. 10000/- per event.**
- **The cleaning/ sanitation of ground and toilets etc should be strictly in accordance with the perimeters mentioned in the Swachh Bharat Mission.**
- Hiring of Champion (small tempo) of capacity approx. 35 Cuft or more with one driver, petrol/ CNG etc for 12 hours each day for loading/ unloading of the garbage, malba, waste material etc collected from various places of ITPO premises at Pragati Maidan and dumping the same at designated place at Pragati Maidan during domestic/ IITF/ third party fairs and as when required etc complete and as per the direction of Officer in charge.
- The agency has to set up Bio-Metric System Machine of attendance of labour at site of work. The payment of workers shall be made on the basis of attendance recorded by Bio-metric machine and maintained by the agency.

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

- 7.2.1 *The scope of work is as mentioned in Item No. 1 of Schedule of Quantities.*
- 7.2.2 Regular cleaning of all the premises neat and tide.
- 7.2.3 The agency has to keep the arrangement of adequate quantities of cleaning materials/ chemicals for cleaning of the water hydrants, dust bins etc .
- 7.2.4 Regular cleaning and sanitation of all the premises.
- 7.2.5 The Contractor shall deploy all manpower at the Client facility in the Manner and as per the instructions of the Client..
- 7.2.6 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.
- 7.2.7 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 Manager (Civil).
- 7.2.8 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.
 - 7.2.9 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.
 - 7.2.10 The Contractor shall cover its personnel for personal accident and/ or death whilst performing the duty.
 - 7.2.11 The Contractor shall exercise adequate supervision to ensure proper performance of Manpower and machineries Services in accordance with the requirements.
 - 7.2.12 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.
 - 7.2.13 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.
 - 7.2.14 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.
 - 7.2.15 The scope of work also includes side area of Halls and Buildings and its surrounding plinth area.
 - 7.2.16 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.
 - 7.2.17 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.
 - 7.2.18 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.
 - 7.2.19 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.
 - 7.2.20 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.
 - 7.2.21 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.
 - 7.2.22 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.

7.2.23 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.

7.2.24 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.

7.2.25 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.

7.2.26 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.

7.2.27 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.

7.2.28 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 toilets and other adjoining areas/structures of the above premises 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 PM.

7.2.29 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.

7.2.30. Scrubbing the paved areas minimum twice in a month by using proper chemical wherever required.

7.2.31. The agency has to keep the arrangement of adequate quantities of cleaning materials/chemicals for cleaning of the general toilets as per the requirement at site during the exhibition period or whenever required including miscellaneous consumables like dusters, tissue papers, paper rolls, mops, buckets, glass cleaning kits, telescopic rods, dust controllers etc.

7.2.32. Regular cleaning and sanitation of all the general toilets inside Pragati Maidan Premises. The deployment of manpower in each toilet (ladies and gents) should be made exclusively. If fails to do so, the recovery of Rs.1,000/-per Gents/Ladies toilet per day will be made.

7.2.33. 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 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.

7.2.34. 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.

7.2.34 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.

7.2.35 The Agency may therefore take into account above, along with necessary modern cleaning implements and other cleaning materials 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.

7.3. CODE OF CONDUCT

The Contractor shall strictly observe that its personnel: They 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 must be given to the Manager (Civil), ITPO in the office of the Client.

7.7 FRISKING / CHECKING PROCEDURES

- 7.7.1 All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening.
- 7.7.2 If anything untoward is found, it must be reported to Manager (Civil), ITPO.

INDIA TRADE PROMOTION ORGANISATION
(ENGINEERING DIVISION).
NEW DELHII

SECTION-8

ANNEXURES

MACHINERIES/MANPOWER REQUIREMENTS

Manpower required & machine proposed to be employed for Making mechanised conservancy/Sanitation arrangements inside Pragati Maidan premises including roads, green area, surrounding of exhibition Halls, gates, parking's inside Pragati Maidan, drinking hydrants, guardrooms, watchtowers, Ticket booths, information booths, scanners rooms, outside area gate No 1, 8 & 10 etc. **of ITPO premises for 12 months at Pragati Maidan, New Delhi.**

Deployment of Manpower for Mechanized Sweeping of Outer Area on Daily Basis

Description of Manpower	Identified Nos
Safai-karamcharis	18
Supervisor	2
Total	20

Deployment of Manpower for Mechanized Sweeping of Outer Area on Daily Basis

Description of Manpower	Identified Nos
Driver	2
Helper	2
Total	4

Deployment of Machinery for Mechanized Road Sweeping (on daily basis)

Model	Quantity	Recovery rate per day per machine in case Machines are not deployed (in Rs.)
Ride on Mechanical Sweeper Petrol/ Diesel Operated	1	2500/-
Walk Behind Sweeper Battery Operated	1	400/-
Manual Sweeper/ Flipper	2	50/-
Mechanical Litter Picker	2	1400/-
Runway/ City diesel/ battery operated sweeper machine with waste Hooper capacity of 1000 litres with operator	1	5000/-
Garbage Trolley	2	20/-
Cycle Rickshaw Covered	2	50/-
Total	11	

Deployment of Machinery for Garbage Collection and Disposal (as and when required)

Model	Quantity
Auto Tipper	1
Loader	1
Water Tanker with Sprinkler	1
Tempo (Champion) 35 Cu.Ft or more	1
Total	4

Technical Specification of Road Sweeper

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.	Runway/ City diesel/ battery operated sweeper machine with waste Hooper capacity of 1000 litres (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	4
3	Soft broom	10
4	Compound Broom	15
5	Duster	12
6	Floor Duster	5
7	Feather Brush	5
8	Hand Gloves	40
9	Face Mask	40
10	Garbage bag	30
11	Cobweb Brush	2

CORRIGENDUM TO FORM 7/8/9 (CPWD) MUST BE READ ALONGWITH THE PAMPHLET
INDIA TRADE PROMOTION ORGANISATION
(Engineering Division)

S.No.	FOR	READ
1.	Government of India	India Trade Promotion Organisation
2.	C.P.W.D. or Government	India Trade Promotion Organisation
3.	CPWD -7/8/9	CPWD 7/8/9
4.	President/President of India	C.M.D ITPO
5.	Chief-Engineer	General Manager (Works)
6.	Superintending Engineer	Dy. General Manager (Civil)/SM (Civil)
7.	Engineer-in-charge/Divisional Engineer/Executive Engineer/Divisional Office	Manager (Civil)
8.	Sub-Divisional Officer/Asstt. Engineer	Deputy Manager (Civil)
9.	Administration Head	C.M.D. /General Manager
10.	Ministry of Works & Housing	ITPO /Ministry of Commerce
11.	CPWD Code, Paragraph"90	Shall be applicable t o ITPO works
12.	DSR"2016	Shall be applicable to ITPO works
13.	CPWD specifications 2009 part – I & II	Shall be applicable to ITPO works
14.	DSR (Internal) 2012 for Electrical works	Shall be applicable to ITPO works
15.	CPWD specifications (Internal) 2010 for Electrical works	Shall be applicable to ITPO works
16.	DSR External 2012 for Electrical works and specifications	Shall be applicable to ITPO works
17.	Provision of Section 12 Sub-Section (i) of the works man compensation	Shall be applicable to ITPO works
18.	CPWD safety Code framed from time to time	Shall be applicable to ITPO works
19.	CPWD maternity benefits to labour	Shall be applicable to ITPO works
20.	Model Rules of the protection of health and sanitary appointment for workers employed by CPWD	Shall be applicable to ITPO works
21.	CPWD contractor labour Regulations	Shall be applicable to ITPO works

Sr. Manager (SKG) N/F

**Trade Promotion Organisation
(Engineering Division)**

Categories of Employees

All inclusive
Minimum Rates of Wages per day

A. Un-Skilled

1	Mazdoor	Rs. 569.00	Each Per day
2	Mazdoor Coolies	Rs. 569.00	Each Per day
3	Helper to Mason, Fitter Carpenter & Painter	Rs. 569.00	Each per day
4	Any other categories doing un-skilled work	Rs. 569.00	Each per day

B. Semi Skilled

1`	Sewer man	Rs.626.00	Each Per day
2	Chowkidar	Rs.626.00	Each per day

C. Skilled

1.	Glazier	Rs. 689.00	Each per day
2	Carpenter	Rs. 689.00	Each per day
3	Sanitary Fitter	Rs. 689.00	Each Per day
4	Spray men for Road	Rs. 689.00	Each per day
5	Mason	Rs. 689.00	Each per day
6	Black Smith	Rs. 689.00	Each per day

D M (Civil)
ITPO

Senior Manager (Civil)
ITPO

AGREEMENT

AN AGREEMENT is made this.....BETWEEN the India Trade Promotion Organisation. A company Incorporated under the companies Act, 1956 and with its registered office at Pragati Maidan New Delhi-110 001, which expression shall include its successor, unless repugnant to or Excluded by the contract here of and assignees of and represented by its Managing Director, ITPO the first party (hereinafter called the Authority) and by its sole proprietor/partners, Managing Director(which expression shall be including his/its successor's heirs, executors, representative and or assignees of the second party (hereinafter called the contractor).

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

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

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

The same shall be binding on both the parties.

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

At New Delhi.
WITNESS

1. _____
2. _____

Party No. 1
Party No. 2