



**India Trade Promotion Organisation (ITPO)**

Established under the aegis of Department of Commerce, Ministry of Commerce & Industry Government of India

**DRAFT REQUEST FOR PROPOSAL**

**For**

**Automated Mechanized housekeeping for Hall No. 2,3,4,5&6, Basement Parking No 1, Gate Complex 3,4,5A,5B, Amphitheatre 1&2, adjoining toilets, and disposal of garbage's including Loading and unloading at Bharat Mandapam New Delhi.**

No. 180–ITPO/GM/2025-26/01

15 April 2025

(Bharat Mandapam, New Delhi-110001)

Email: [deependra@itpo.gov.in](mailto:deependra@itpo.gov.in)

Website: <http://www.indiatradefair.com>

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## **Disclaimer**

1. The information contained in this Bid document or subsequently provided to Bidders, whether verbally or in documentary form or otherwise by or on behalf of India Trade Promotion Organisation (ITPO), or by any of its employees, is provided to bidders on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.
2. The Bid document is neither an agreement nor an offer by ITPO to prospective Bidders or any other person. The purpose of this Bid document is to provide interested parties with information to assist in the formulation of their proposals for selection pursuant to this Bid. The assumptions, assessments, statements, and information contained in this Bid document may not be complete, accurate, adequate, or correct and each Bidder should conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.
3. ITPO, or its employees, make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid any assessment, assumption or information contained therein or deemed to form part of this Bid document.
4. ITPO may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, its assessment or assumptions contained in this Bid document. Such changes shall be intimated to all the Bidders. In case additional period for submission, if required due to such amendments, is necessitated the same shall be intimated to all the Bidders.
5. The issue of this Bid document does not imply that ITPO is bound to select or to appoint any Bidder for the contract and it reserves the right to reject all or any of the Bidders without assigning any reasons whatsoever.
6. ITPO reserves the right not to proceed with the Bidding Process any time or stage, without notice or liability, and to reject any or all Bid(s) without assigning any reasons whatsoever.

## 1. Data Sheet

S.No.	Description	Detail
1.	Name of Work	Automated Mechanized housekeeping for Hall No. 2,3,4,5&6, Basement Parking No 1, Gate Complex 3,4,5A,5B, Amphitheatre 1&2, adjoining toilets, and disposal of garbage's including Loading and unloading at Bharat Mandapam New Delhi.
2.	Scope of Work	<ul style="list-style-type: none"> <li>Mechanized Housekeeping at Bharat Mandapam, New exhibition Halls and other locations.</li> <li>Refer details in Chapter 6</li> </ul>
3.	Estimated Value of Work	Rs. 19,07,57,806.00 Excluding GST
3.	Eligibility Criteria	<ul style="list-style-type: none"> <li>The bidding entity should be registered under Companies Act 1882/1956/2013.</li> <li><b>Consortium and subcontracting is prohibited.</b></li> <li>Minimum Average Annual Turnover of the bidder for any 3 of last 6 years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25) must exceed <b>INR 10 Crore</b> from operations in India.</li> <li>Refer details in Chapter 5 Eligibility Criteria.</li> </ul>
4.	Person In charge of Bid	General Manager, ITPO
5.	Tender Fee (Non-Refundable)	INR 1,770.00 including GST
6.	Earnest Money	Earnest Money shall be <b>INR 50,00,000 (Rupees Fifty lakhs only)</b>
7.	Performance Guarantee	Performance Guarantee shall be 5% of Tendered gross value including GST.
8.	Accepting Authority	Chairman & Managing Director (CMD), ITPO
9.	Bid Validity Period	90 days from the date of opening of the financial bid.
10.	Period of Contract	02 year ( Extendable by 01 year)
11.	Deviation Limit	Up to 100% subject to approval of Competent authority.

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S.No.	Description	Detail												
12.	Bank Details	<table border="1"> <tr> <td>Name of the Beneficiary</td> <td>India Trade Promotion Organisation (ITPO)</td> </tr> <tr> <td>Name of the Bank</td> <td>CENTRAL BANK OF INDIA</td> </tr> <tr> <td>Bank Address</td> <td>PRAGATI MAIDAN, NEW DELHI-110001</td> </tr> <tr> <td>Account No.</td> <td>1167404133</td> </tr> <tr> <td>Type of Account</td> <td>SAVINGS</td> </tr> <tr> <td>IFSC</td> <td>CBIN 0284078</td> </tr> </table>	Name of the Beneficiary	India Trade Promotion Organisation (ITPO)	Name of the Bank	CENTRAL BANK OF INDIA	Bank Address	PRAGATI MAIDAN, NEW DELHI-110001	Account No.	1167404133	Type of Account	SAVINGS	IFSC	CBIN 0284078
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Bank Address	PRAGATI MAIDAN, NEW DELHI-110001													
Account No.	1167404133													
Type of Account	SAVINGS													
IFSC	CBIN 0284078													
13.	Method of Selection	<ul style="list-style-type: none"> <li>• Only bidders who meet all the eligibility criteria specified in this tender document shall qualify for financial evaluation based on the lowest bid (L1) criteria.</li> <li>• Any bidder that does not meet the eligibility criteria shall be disqualified and excluded from further consideration.</li> <li>• The bidder offering the lowest financial bid rate (L1) shall be declared the successful bidder, subject to meeting all other conditions of the tender.</li> </ul>												
14.	Queries and Clarification	<p>The bidder shall submit queries for clarifications using MS word file in soft copy. The address for requesting clarification is:            General Manager, ITPO            India Trade Promotion Organisation,            Bharat Mandapam,            New Delhi-110001 (INDIA)            Email: <a href="mailto:deependra@itpo.gov.in">deependra@itpo.gov.in</a></p>												
15.	Last Date of Submission of Queries	<b>15 April 2025, 5:00 P.M.</b>												
16.	Proposal Submission Dates	<b>Start Date/Time: 15 April 2025, 5:00 P.M. End Date/Time: 29 April 2025, 03:00 P.M.</b>												
17.	Pre-Bid Meeting Details	<b>URL: To be shared on the ITPO Website. Start date/time: 21 April 2025, 12:00 P.M. Venue: ITPO, Admin Block 4<sup>th</sup> Floor.</b>												

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<b>S.No.</b>	<b>Description</b>	<b>Detail</b>
18.	Date of Financial Bid Opening	To be notified later.
19.	Duration of Assignment	Two (2) years extendable by one (1) year at the same terms and conditions.
20.	Mode of Tender Submission	Central Public Procurement Portal (URL: <a href="http://eProcurement System Government of India">eProcurement System Government of India</a> )
21.	Payment Schedule	Refer Chapter 8.
22.	Currency of Financial Proposal	The bidder to quote cost in Indian Rupees only.
23.	Pre-bid Integrity Pact	Bidder shall mandatorily upload Pre-bid Integrity pact duly signed by authorized signatory and two witnesses as per Annexure-13
24.	Bid Submission	Bidder must ensure that the submitted technical proposal is properly indexed with page numbering.

## **2. Definitions**

- 2.1 “Authority” shall mean Competent Authority.
- 2.2 “Annexure” referred to in the Tender document shall mean the relevant annexure appended to the Tender Document and the Contract.
- 2.3 “Approved” shall mean approved in writing.
- 2.4 “Bidder” shall mean the Bidder who submits the tender for the Mechanized Housekeeping Services and shall include the successors and authorized / permitted assignees of the Bidder.
- 2.5 “Bharat Mandapam” is an International Exhibition-cum-Convention Centre. Bharat Mandapam is ITPO’s property. The possession and ownership of the premises to be assigned by ITPO to successfully Bidder for providing services as per Chapter 6 Scope of Work of this RFP. The successfully bidder shall vacate the premises immediately after termination of the Service Agreement.
- 2.6 “Commencement Date” shall mean the date from which the Successful Bidder receives the notice to commence the Services.
- 2.7 “Competent Authority” shall mean the Chairman and Managing Director (CMD), ITPO.
- 2.8 “Competent Officer” shall mean an officer authorized by the CMD, ITPO.
- 2.9 “Contract” shall mean the contract for the services and shall include the Tender Documents, the Special Conditions of Contract, the General Conditions of Contract, the Letter of acceptance and the accepted rates in the offer, the Agreement and mutually accepted conditions as per the correspondence exchanged between the Successful Bidder and the Competent Authority.
- 2.10 “Earnest Money Deposit (EMD)” shall mean the amount submitted by a Bidder to ITPO for participating in the Bidding Process.
- 2.11 “GoI” means the Government of India and any agency, authority (including regulatory authority), department, inspectorate, ministry, or statutory person (whether autonomous or not) under the control and direction of the Government of India.



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2.12 “ITPO” shall mean “India Trade Promotion Organisation”

2.13 “Letter of Intent to Award/LOIA” means the written notice issued by ITPO to the Successful Bidder intimating the acceptance of Successful Bidder’s Proposal for the award of the services under this RFP.

2.14 “Prescribed” shall mean as prescribed in the Tender Document.

2.15 “Performance Bank Guarantee (PBG)” shall mean the deposit made in the form and manner specified in this document by the Successful Bidder towards satisfactory performance of services mentioned in the scope of services / work.

2.16 “Tender” means the Bidder’s bid offered to the Competent Officer for providing Mechanized Housekeeping Services herein in accordance with the provisions of the Contract and conditions of the tender.

2.17 “Successful Bidder” means the bidder that has been selected to carry out the works mentioned in Chapter 6 Scope of Work of this RFP after a competitive bidding process.

### **3. Letter of Invitation**

- 3.1 India Trade Promotion Organisation invites tender from successfully bidder to undertake Housekeeping services including disposal of garbage of Bharat Mandapam New Exhibition Halls in Bharat Mandapam Complex.
- 3.2 The Successfully bidder will be responsible for overseeing housekeeping, ensuring adequate manpower, supplying necessary equipment and consumables, maintaining high cleanliness standards, managing service levels, and ensuring compliance with all contractual requirements and operational efficiency for the mechanized Housekeeping services at all mentioned locations including support areas at the Exhibition Halls ("Bharat Mandapam"), New Delhi for the events and non event days.
- 3.3 ITPO invites prospective bidders to participate in bidding process for Automated Mechanized housekeeping for Hall No. 2,3,4,5&6, Basement Parking No 1, Gate Complex 3,4,5A,5B, Amphitheatre 1&2, adjoining toilets, and disposal of garbage's including Loading and unloading at Bharat Mandapam New Delhi. The bidders interested in obtaining the full RFP documentation are kindly requested to visit the ITPO Website or the Central Procurement Portal (CPP).

## **4. Instruction to Bidders**

### **4.1 Introduction**

- 4.1.1 India Trade Promotion Organisation (ITPO), established under the aegis of Department of Commerce, Ministry of Commerce and Industry, Government of India. ITPO is committed to showcase excellence achieved by the country in diverse fields especially trade and commerce. Its mission is to promote, facilitate, encourage, and coordinate various activities and programme to enhance India's share of exports. The organisation provides a wide spectrum of services to trade and industry and acts as a catalyst for growth of India's trade and commerce.
- 4.1.2 ITPO's Exhibition Halls organise the fairs include large gathering of visitors such as IITF, AAHAR, Book Fair, Plast India, Nakshatra, Leather fair etc. It provides a world-class facility equipped with modern infrastructure and technology, suitable for hosting conclaves, summits, meetings, cultural events, and congregations.
- 4.1.3 ITPO invites qualified and experienced agency to submit their bids for RFP: Automated Mechanized housekeeping for Hall No. 2,3,4,5&6, Basement Parking No 1, Gate Complex 3,4,5A,5B, Amphitheatre 1&2, adjoining toilets, and disposal of garbage's including Loading and unloading at Bharat Mandapam New Delhi.
- 4.1.4 Interested parties are encouraged to submit their proposals on the Central Procurement Portal (CPP Portal).

### **4.2 General Terms and Conditions of the RFP**

- 4.2.1 The CMD, ITPO reserves the right to select the bidder or to reject any bid wholly or partly without assigning any reason. The CMD, ITPO also reserves the right to relax any eligibility criteria to ensure participation of the bid by maximum number of bidders and for the interest of ITPO in getting quality service at affordable & reasonable price. Incomplete tenders, amendments & additions to tender after opening or late tenders are liable to be ignored & rejected.
- 4.2.2 No tender document will be sold, and manual bid shall not be accepted. Bidder have to download the bidding documents from the

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website [www.indiatradefair.com](http://www.indiatradefair.com) or the Central Procurement Portal & shall ensure that their bids, complete in all respect should be uploaded online before the closing date & time as indicated in the fact sheet stated above.

- 4.2.3 Tender must be uploaded in two-bid system – (a) for Technical bid, (b) for financial bid- Bidder will participate in tender online through Central Public Procurement Portal (URL: [eProcurement System Government of India](http://eProcurement System Government of India)).
- 4.2.4 Bid will be opened online at Bid Opening Date in the ITPO Office. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
- 4.2.5 The bidder will bear all the costs associated with the preparation and submission of their bid document and the bid inviting authority will in no case be responsible and liable for those costs.
- 4.2.6 The proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

### **4.3 Earnest Money Deposit**

- 4.3.1 Bidders shall submit, along with their Bids, EMD amount mentioned in the Data Sheet in the form of **Demand Draft or Bank Guarantee issued by any nationalized bank** in favour of ITPO and should be valid for a period of 90 days beyond the Bid Validity Period (Refer Data Sheet).
- 4.3.2 EMD of all unsuccessful bidders would be refunded by ITPO within 90 days of the bidder being notified as being unsuccessful. The EMD for the amount mentioned in the Data Sheet, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format prescribed in the RFP.
- 4.3.3 The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

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4.3.4 The bid / proposal submitted without EMD, will be summarily rejected.

4.3.5 EMD may be forfeited if:

- i. The bidder withdraws its bid during the period of bid validity.
- ii. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

#### **4.4 Performance Bank Guarantee**

4.4.1 ITPO will require the successful bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of Award, for a value 5 per cent of tendered value including GST as mentioned in the Data Sheet. The Performance Bank Guarantee should be valid for the period mentioned in the Data Sheet. The Performance Bank Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Bank Guarantee shall contain a claim period of 6 months from the date of expiry of contract (2 years). In case of an extension granted by the ITPO to the successful bidder, a revised PBG amount will be submitted to ITPO for the revised contract value. In case of such extension granted, the PBG validity period will be 6 months plus the period of extension granted. The successful bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the successful bidder fails to submit performance guarantee within the time stipulated, ITPO at its discretion may cancel the order placed on the successful bidder without giving any notice. ITPO shall invoke the performance guarantee in case the selected vendor fails to discharge their contractual obligations during the period of ITPO incurs any loss due to vendor's negligence in carrying out the project implementation as per the agreed terms and conditions.

#### **4.5 Instructions for Online Bid Submission**

4.5.1 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>

#### 4.5.2 Registration

- i. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: [eProcurement System Government of India](#)) by clicking on the link “Online Bidder Enrolment” on the CPP Portal which is free of charge.
- ii. As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. 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/TCS/nCode/eMudhra etc.) with their profile.
- v. 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 DSCs to others which may lead to misuse.
- vi. 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

#### 4.5.3 Searching for Tender Documents

- i. 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.
- ii. 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 CPP Portal to intimate the bidders through SMS / e-mail in case there is any Corrigendum issued to the tender document.

- iii. The bidder should make note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the helpdesk.

#### **4.6 Bid Documents, Amendment, Preparation and Submission**

##### 4.6.1 Bid Document

- i. One set of Bid Document will comprise of the Technical Documents and another set will comprise of the Financial Documents. In any circumstances if any Bidder uploads the Financial Documents in the Technical Document folder, then that bidder will be summarily rejected.

##### 4.6.2 Amendment to Bid Documents

- i. Before the last date for submission of Bids, the bid Inviting Officer may modify any of the Contents of the Bid Notice, bid documents by issuing amendment / Addendum/Corrigendum.
- ii. Any addendum/ amendments/ Corrigendum issued by the bid Inviting Officer shall be part of the bid Document and it shall be published on the e-procurement website (CPP Portal) and ITPO's Website. However, ITPO shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the website frequently to check whether there is any related Corrigendum(s) or not.

##### 4.6.3 Bid Offer

- i. For Item rate tender, BOQ contains the quantities worked out by the Department and bidder shall quote the rate for all items/ selected items in MS Excel BOQ sheet with which he intends to execute the work. Thus, the total amount (for overall quoted bid percentage) as computed through Macro Enabled MS Excel BOQ Sheet would be the quoted offered amount for the work, which will be shown in figures & words automatically.

##### 4.6.4 Validity of Bids

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- i. Bids shall remain valid for a period mentioned in the Data Sheet from the date of opening of Financial Bid. During the above-mentioned period, no plea by the bidder for any sort of modification of the bid based upon or arising out of any alleged misunderstanding of misconceptions or mistake or for any reason will be entertained.
- ii. Any alteration which is made by the bidder in the contract form, the conditions of the contract, the drawings, specifications or statements / formats or quantities accompanying the same will be recognized; and, if any such alterations are made the bid will be void.

#### 4.6.5 Submission of Bids

- i. The bidders, who are desirous of participating in bid, shall submit their documents pertaining to Eligibility Criteria and other details etc., in the Standard formats prescribed in the bid document.
- ii. List of documents to be scanned and uploaded: All the documents mention in the Document Checklist (List of the documents to be scanned and uploaded with the Bid) must be submitted online on the CPP Portal. Technical documents should be uploaded in Technical cover and Financial Document should be uploaded in Financial Cover, otherwise the bid will be rejected. Note: If any of the above-mentioned documents (Document Checklist) (List of the documents to be scanned and uploaded with the Bid) is not applicable for a particular Bidder than he / she shall prepare a PDF Document containing the remark as 'NOT APPLICABLE' WITH NAME OF THE BIDDER & ADDRESS and upload the same in the relevant Folder.
- iii. If any of the certificates/documents furnished by the Bidder, found to be false / fabricated / bogus, the bidder will be liable to blacklisted and their E.M.D. will be forfeited.
- iv. Last date / time for Submission of the Bids: Bids must be submitted within the Bid Submission start and end date and time specified in the Data Sheet. ITPO may extend the dates for issue and receipt of Bids by issuing Corrigendum in which case all rights and obligations of the ITPO and the bidders will remain same as previously.

**Note: Bidder must ensure that the submitted technical proposal is properly indexed with page numbering.**

v.



- vi. Late Bids: The CPP Portal will not allow any Bidder to attempt bidding, after the scheduled date and time prescribed in the Data Sheet.

## **4.7 Bid Opening and Evaluation**

### 4.7.1 Bid Opening

- i. The bid will be opened online by the authorized officer on behalf of the CMD, ITPO at the time, date and venue as specified in the bid documents. Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. In case of any discrepancy of non-adherence Conditions, the Bid accepting authority shall communicate the same which will be binding both on the bid opening authority and the Bidder. In case of any ambiguity, the decision taken by the Bid Accepting Authority on bids shall be final.

### 4.7.2 Discrepancy in Bid rate quoted.

- i. The Bids shall be scrutinized in accordance with the conditions stipulated in the Bid document. Bidder shall quote rate in figures only. BOQ (in MS-Excel format) shall be open with Macro Enabled for automatic conversion from figures to words. In case of any ambiguity, the decision taken by the Bid Accepting Authority on Bidders shall be final.

### 4.7.3 Bid Evaluation

- i. ITPO will constitute a Technical Evaluation Committee to evaluate the responses of the bidders.
- ii. The Technical Evaluation Committee constituted by the ITPO shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- iii. The decision of the Technical Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

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- iv. The Technical Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- v. The Technical Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- vi. Each of the responses shall be evaluated as per the criteria and requirements specified in the RFP.

**4.8 Right to Accept Any Proposal and to Reject Any or All Proposal(s)**

- 4.8.1 ITPO reserves the right to accept or reject any proposal, and to annul the tendering process / public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for ITPO.
- 4.8.2 **If bidder does not submit the technical proposal as per Sr. no 23 in the data sheet during bid submission, the submitted proposal will not be considered for technical evaluation.**

**4.9 Notification of Award Criteria**

- 4.9.1 Prior to the expiration of the validity period, ITPO will notify the Successful Bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, ITPO may extend the validity period of the bid.
- 4.9.2 The notification of award will constitute the formation of the contract. Upon the Successful bidder's furnishing of Performance Bank Guarantee, ITPO will notify each unsuccessful bidder and return their EMD.

**4.10 Notification of Award and Signing of Contract**

- 4.10.1 The Bidder whose Bid has been accepted will be notified of the award of contract by any authorized official of ITPO, prior to expiration of the Bid Validity period by E-Mail on registered E-Mail ID.
- 4.10.2 The written agreement to be entered into between the bidder and the ITPO shall be the foundation of the rights and obligations of both

the parties and the contract shall not be deemed to be complete until the agreement has been signed by the bidder and then by the ITPO authority to enter into contract on behalf of the Government.

- 4.10.3 All communications with respect to the tender shall be addressed to the E-Mail mentioned on the Data Sheet.

#### **4.11 Fraud and Corrupt Practices**

4.11.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, ITPO shall reject a proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the ITPO shall without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the ITPO for, inter alia, time, cost and effort of the ITPO, in regard to the RFP, including consideration and evaluation of such bidder’s proposal.

4.11.2 Without prejudice to the rights of the ITPO under the clause above and the rights and remedies which the ITPO may have under the LOA or the Agreement, if the bidder is found by the ITPO have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such bidder shall not be eligible to participate in any tender or RFP issued by the ITPO.

4.11.3 “Integrity pact” Bidder shall mandatorily upload Pre-bid Integrity pact duly signed by authorized signatory and two witnesses as per Annexure-13.

4.11.4 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assign to them:

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- i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything value to influence the action of any person connected with the Selection Process (For avoidance of doubt, offering the employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the ITPO who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the ITPO, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial, or technical consultant/adviser of the ITPO in relation to any matter concerning the Project.
- ii. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirect, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “Undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by ITPO the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **4.12 Conflict of Interest**

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- 4.12.1 The Bidder shall hold the “ITPO’s” interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the Contract Period, a conflict of interest arises for any reasons, the Bidder shall promptly disclose the same to ITPO and seek its instructions.
- 4.12.2 The payment of the Successful Bidder in accordance with this Contract shall constitute the Successful Bidder’s only payment in connection with this Contract and, the Successful Bidder shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Successful Bidder shall use its best efforts to ensure that Personnel involved shall not receive any such additional payment.
- 4.12.3 The Successful Bidder and its affiliates shall not become otherwise interested in the Scope of Services in any manner. The Successful Bidder agrees that, during the Contract Period, the Successful Bidder and any entity affiliated with the Successful Bidder shall be disqualified from bidding and providing consultancy, goods, works, or services resulting from and/or directly related to the Scope of Services.
- 4.12.4 The Successful Bidder and its affiliates are strictly prohibited from engaging and participating in any conflicting activities of the business of ITPO conducted inside Bharat Mandapam. The Successful Bidder shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or and their professional activities with the Occupants and Users of ITPO property which shall safeguard any kind of conflict with the activities assigned to them under this Service Contract.

**4.13 Pre-Bid Meeting**

- 4.13.1 Pre-Bid Meeting of the Bidders will be convened off-line / online at the designated date, time and place as provided in the data sheet. A maximum of two representatives of each Bidder will be allowed to participate on production of an authorization letter from the Bidder. Bidders intending to attend the Pre-Bid Meeting should inform Authority in writing (email) beforehand.

4.13.2 During the course of Pre-Bid Meeting, the Bidders will be free to seek clarification and make suggestions for consideration of the Authority. The Authority will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive selection process.

#### **4.14 Queries & Clarifications**

4.14.1 A prospective bidder requiring any clarification of the tender document may send an email to the email address mentioned in the Data Sheet.

4.14.2 ITPO will respond electronically to any request for clarification of the Bid that is received as per date and time given in the Data Sheet for the submission of proposals. The bidders are requested to send their queries as per the timelines. Queries received after the set time limit will not be addressed by ITPO.

- 4.14.3 It would be deemed that prior to the bid submission, the bidder:
- a. Has examined completely and carefully the project proposed in this tender and has taken necessary precaution to build in all costs necessary for execution of the project considering the magnitude of the work and logistics involved.
  - b. Has determined to its satisfaction the nature and extent of any issue's incidental to the performance of its obligations.

#### **4.15 Miscellaneous**

##### **4.15.1 Arbitration**

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

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

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

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

4.15.2 Jurisdiction

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

4.15.3 Force Majeure

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

4.15.4 Indemnity

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

arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

#### 4.15.5 Confidentiality

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

#### 4.15.6 Intellectual Property Rights

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

#### 4.15.7 Compliance with Statutory Laws

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



## 5. Eligibility Criterion

The interested bidder should meet the following minimum qualifying criteria:

### 5.1 Qualification Requirements

S. No.	Qualification Required	Documentary Evidence
1.	<p>i. Should be a company registered under the provisions of the <b>Companies Act, 1882/1956/2013</b>.</p> <p>ii. Registered with the Income Tax Authorities.</p> <p>iii. Registered with GST.</p> <p>iv. Should have been in existence for <b>at least 10 (ten) years</b>.</p> <p><b>Please note that consortium is prohibited</b></p>	<p>i. Copy of certificate of incorporation along with name change if any.</p> <p>ii. Copy of PAN Card.</p> <p>iii. Copy of GST registration certificate.</p> <p>iv. Copy of incorporation Certificate.</p>
2.	<p>Minimum Average Annual Turnover of the bidder for any 3 of last 6 years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25) must exceed <b>INR 10.00 Crore</b> from operations in India.</p>	<p>The documents should be certified by Statutory Auditor/Chartered Accountant and Certificate from the chartered accountant.</p> <p>The details relating to the total financial turnover from Housekeeping services to be provided as per the format given in this RFP at <b>Annexure 3</b></p>
3.	<p>Bidder shall produce a certificate of solvency from its bank to the minimum extent of <b>INR 8.00 Crore</b> ("Certificate of Solvency")</p>	<p>Certificate of Solvency from Scheduled bank provided as per the format given in this at <b>Annexure 5</b></p>
4.	<p>The bidder, as of the date of submission of the bid, is not blacklisted or debarred by any Government of India department, Central Public Sector Enterprise (CPSE), nor is under investigation or facing any proceedings that could result in such blacklisting or debarment.</p>	<p><b>Documentary Evidence:</b> Certificate duly signed by an authorized signatory of the Bidder as per <b>Annexure-12</b></p>

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S. No.	Qualification Required	Documentary Evidence
5.	Bidders must satisfy the following conditions:	
a	<p><b>Automated Mechanized Housekeeping Services:</b>            Bidders must demonstrate a minimum experience of any 3 of last 6 years (FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24, FY 2024-25) in mechanized Janitorial / Housekeeping services in India at <b>similar nature of venues only</b> as defined in Note-1 below.</p> <p><b>Mandatory experience :-</b></p> <ul style="list-style-type: none"> <li>● Automated Mechanized Janitorial /housekeeping services in similar nature of venues only as defined in Note-1 below.</li> </ul> <p><b>Note 1: - Similar nature of venues</b> is defined as under: -</p> <ul style="list-style-type: none"> <li>● International Exhibition/Convention Centres with a <b>built-up area exceeding 1,00,000 (one lakh) square meters.</b></li> </ul> <p align="center">OR</p> <ul style="list-style-type: none"> <li>● Corporate Parks/IT Parks with a <b>built-up area exceeding 1,00,000 (one lakh) square meters.</b></li> </ul> <p align="center"><b>AND</b></p> <p><b>Financial and Project Scale Requirements:</b>            The bidder must meet one of the following financial thresholds based on completed/ongoing projects:</p> <ul style="list-style-type: none"> <li>● Three (3) Mechanized Housekeeping Service completed works, each with an annual contract value of at least 40% of cost put to estimated tender value as mentioned in technical data sheet sr. no 2.</li> </ul> <p align="center">OR</p>	<p>Proof of Performance to be provided as per the format given in <b>Annexure 4.</b></p> <p>The <b>contract, work order and completion certificate</b> should be in the name of bidder.</p>

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<b>S. No.</b>	<b>Qualification Required</b>	<b>Documentary Evidence</b>
	<ul style="list-style-type: none"> <li>• Two (2) Mechanized Housekeeping Service works, each with an annual contract value of at least 50% of cost put to estimated tender value as mentioned in technical data sheet sr. no 2.</li> <li>OR</li> <li>• One (1) Mechanized Housekeeping Service works, each with an annual contract value of at least 80% of cost put to estimated tender value as mentioned in technical data sheet sr. no 2.</li> </ul>	
6.	ISO Certification of <b>ISO 9001, 14001, &amp; 45001 certificates and SA-8000.</b>	Proof of registration of valid latest <b>ISO 9001, 14001, &amp; 45001 certificates and SA-8000.</b>
7.	Pre-bid Integrity Pact	Bidder shall mandatorily upload <b>Pre-bid Integrity pact</b> duly signed by authorized signatory and two witnesses as per <b>Annexure-13</b>

## **6. Scope of Work**

**6.1 General** The bidder shall provide the Automated Mechanized Housekeeping services and Disposal of Garbage at Locations defined as per the RFP. The overall scope of work is described in this RFP/Service agreement. The bidder shall be responsible for overall housekeeping management of the property including disposal of garbage.

- 6.1.1 The successful bidder shall provide mechanised housekeeping services, at all mentioned Locations, including the Support Areas.
- 6.1.2 The manpower provided in the bid document is for evaluation of bid. In case ITPO and successful bidder feel that additional manpower is required, the same shall be provided by the bidder at the rates quoted in the Financial Bid.
- 6.1.3 The successful bidder shall coordinate closely with the ITPO/event organizer/event manager/ internal and external parties and finalize the manpower deployment plan for each event and implement the operational plan for each event. The bidder and ITPO shall finalise the manpower deployment plan for Housekeeping Services as per Annexure 1 Service Level Performance.
- 6.1.4 The bidder shall provide required manpower, machinery, tools and tackles, and consumables to meet the service level performance as mentioned in Annexure 1 of this RFP. The payment to the bidder towards the manpower deployment and machinery shall be made as per the actual deployment and the rates as quoted in the Financial Bid (Annexure 7 of the RFP).

### **6.2 Janitorial Services**

“ITPO” recognizes the environmental, health and operational efficiencies and benefits by reliability-based janitorial services and intends to implement a comprehensive, world-class reliability based janitorial service in ITPO property.

The reliability based Janitorial services shall comprise of three key areas-

1. Cleaning and Housekeeping Services
2. Pest Control Services
3. Disinfectant and Sanitization Services
4. Garbage Disposal to ITPO designated dumping area.

The bidder is required to comply and execute reliability based Janitorial Services.

The bidder shall ensure the effective management and maintenance of women’s hygiene facilities, including the disposal of sanitary products and the upkeep of washrooms.

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The bidder shall arrange for anti-mosquito measures and larva solutions at his own cost.

The bidder is required to provide all necessary Equipment, machinery, cleaning tools and tackles and consumables for performing the janitorial services. Requirement for such items is indicated in **Appendix 1a & b**.

The various deliverables and responsibilities of the bidder under this service are detailed in below section

### **6.2.1 Cleaning and Housekeeping Services**

The bidder is required to provide cleaning and housekeeping services for the entire property as per the list of finishes/specifications as mentioned in **Annexure 9 &10**. The bidder shall provide its services for cleaning and housekeeping services for the entire property during normal working conditions and shall also provide additional services during events and programs days. Certain mandatory characteristics are as described below.

The SLP parameters for cleaning and housekeeping services are mentioned in Annexure 1 of the RFP.

#### **a) Cleaning**

1. The bidder shall maintain the floors, walls, ceilings, and staircases and shall be required to:
  - Keep all floor/mats substantially free of dirt, stains, and debris.
  - Keep all hard floors and baseboards substantially free of visible dirt, dust, debris, stains, traffic/ scuff marks, aging marks, and wax buildup.
  - Apply floor finish (appropriate to floor type) on all floor surfaces.
  - Utilize appropriate techniques and standards to achieve appearance, aesthetics, clean/ healthy environment, and maintain the life of products.
  - Keep floors buffed and polished (all stone, slate and ceramic floors to be scrubbed with a neutral cleaning agent).
  - Apply high gloss shine in specified cases only.
  - Keep all floor mats trip or slip free - wet floors should be sign- posted.
  - Maintain special entry mats as may be necessary (including in case of inclement weather).
  - Keep all mirrors, glass partitions, doors and shelves free of streaks, smudges, spots and dust.
  - Keep carpets substantially clean and ensure that the carpets only have minor controllable spots, stains, dirt, and debris, consistent with a

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quality-working environment – the carpets must be clean and dry and all carpeted areas are to be cleaned.

- Keep tiles, including grout lines, and concrete floors substantially clean with minor controllable spots, stains, dirt, scuff marks and debris, consistent with a quality working environment.

2. The bidder shall clean all areas and connecting lobbies and shall be required to:

- Ensure cleanliness of all common spaces, which includes ensuring that the lobbies are clean and have no visible cobwebs and/or dust particles.
- Perform cleaning and up-keep of all exhibits, artefacts, installations and displays.
- Perform periodic cleaning of internal glass facades, windows, structures at the entrance, claddings etc. at all heights (internally and externally), and ensure that all glass surface free of marks, stains, scratches or any other defects.
- Deploy equipment for cleaning and ensure that there are no spills, trash, stains and defects on the floor.
- Dust/clean all sills, counters, screens, blinds & curtains, light fittings, signage, doors, door frames, fittings and glass pans etc. to remove debris, stains, cobwebs and marks, and maintain all furniture in its original condition.

3. The bidder shall clean walls and staircases and shall be required to:

- Clean stairs including treads, risers, nosing, banisters, balustrades, handrails, ledges, and protective wire guards where present must be free from dust, debris, stains and marks.
- Wipe clean and polish walls and ensure that the glass entrance doors and glass railings are spot cleaned for any finger marks, stains or other marks.
- Provide special attention to the entrance and high traffic areas (as required).
- Sweep all external walkways and landings with manual sweeper.
- Clean all stair landings, stairways and Lift & escalators.

4. The bidder shall maintain and perform cleaning services to external areas, basement and parking areas and shall be required to:

- Clean such areas before start of operations in morning.
- Ensure that entrances, service areas, parking areas, paving, paths,

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roads, grounds amphitheatres, lawns at the entrance, outside premises must be maintained so that no graffiti, debris, litter, cigarette ends, dirt or spillages are apparent after cleaning.

- Pick up the rag from the entire area including the basement area (as required).
- Brooming of heavy traffic area starting front area and then moving to back area.
- Use appropriate machines wherever required.
- Clean advertising hoardings, banners, etc. Dust iron pillars /electric poles/camera poles/Signage & direction poles/AV poles/ Flag poles, etc.
- Ensure and monitor cleaning of all water tanks and disinfect such water tanks before the start of the rainy season (or as instructed by ITPO).
- Ensure and monitor regular cleaning of storm water drain, manholes, sewage lines etc. for removal of any blockages especially before the start of the rainy season (or as instructed by ITPO).

5. The bidder shall maintain utilities and service areas and shall perform cleaning services. The bidder shall be required to:

- Clean the external areas including in the basement's utility rooms, on a daily basis.
- Clean AC grills, fire sensors, light fittings and extinguishers.
- Provide other emergency cleaning services, as required.
- Keep all vents and exhausts free of dust.
- Ensure all exhausts and air fresheners are operational and function properly.
- Keep all elevator (passenger & freight) door tracks free of dirt, soil, lint, dust and debris.
- Keep passenger elevator doors, walls, and floors substantially free of dirt, stains, streaks, spots, lint and cleaning marks.
- Keep drinking fountains substantially free of calcium build-up, debris in drains, stains, dust, and odours.
- Ensure that the drinking fountain is in good condition and has an appropriate level of sheen (in line with its design standards).
- Clean all water bodies, pump rooms, filtration tanks/pumps etc., on a daily basis.

**b) Toilets / Restrooms Cleaning**

1. The bidder shall be responsible for the cleaning of toilets, washrooms, janitor closets, rest rooms etc.

2. The bidder shall be required to:

- Ensure that all sanitary ware including sinks, wash hand basins, WC bowls, seats, covers, hinges, tops, undersides, rims, taps, overflows, outlets, chains, plugs, urinals, brushes, toilet roll holders, tiled surfaces, splash backs, and vanity units must be free from scum, grease, hair, scale, dust, soil, spillages and removable stains.
- Regularly sanitize installations and surfaces to maintain a high level of cleanliness.
- Ensure there are no offensive odours, no overflows or backflows.
- Respond in a proactive and reactive manner to incidents in order to restore affected spaces to their original conditions and intended use.

3. The bidder shall clean restroom floors, walls and surfaces and shall be required to:

- Keep floors and walls substantially free of any residue build-up (i.e., calcium build-up, mildew), smudges, odours, and dust.
- Keep mirrors, partitions, drains, and fixtures and all horizontal and vertical surfaces substantially free of any residue build-up (i.e., calcium build-up, mildew), smudges, odours, and dust.

4. The bidder shall clean toilet bowls, urinals, wash basins and, sinks. The bidder shall be required to:

- Keep toilet bowls, urinals and sinks substantially free of any residue build-up (i.e., calcium build-up, mildew).
- Respond, in the event of an incident or other mechanical failure, in a proactive and reactive fashion to restore affected installations to their original conditions.

5. The bidder shall maintain and replenish restroom installations. The bidder shall be required to:

- Replenish all soap dispensers and ensure they are fully operational.
- Replenish all soap dispensers with quality soap refills.
- Refill deodorizers and ensure they are fully operational.
- Properly escalate mechanical/operational issues with any equipment or installations.
- Maintain infrared equipped toilets, faucets, and other installations

6. The bidder shall collect trash and shall be required to:



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- Maintain all trash cans and recycling receptacles and keep them free of odours.
  - Ensure trash receptacles are of consistent design and standard throughout the area.
  - Use trash bags of the most appropriate size for each receptacle.
  - Ensure to dispose of the garbage in the trash cans at the designated location.
7. The bidder shall maintain custodial closets and shall be required to:
- Clean janitor closets and storage spaces and keep them clean and neat at all times in compliance with applicable fire codes and regulations.
  - Clean mops, buckets, wet floor signs, tools, equipment and all other materials and store them properly in janitor closets.
  - Ensure that cleaning caddies and materials shall not be left unattended and shall be stored in janitor closets when not in use.
8. The bidder shall maintain all the sewerage and storm water lines and ensure that there should be no overflow from the manholes. All the grease traps, sewerage and storm water lines are cleaned and maintained at regular intervals.

**c) Interior Wood/Metal/Glass/Stone Cleaning**

1. The bidder shall maintain interior wood, metal, glass and stone finishes and fixtures and shall be required to:
- Provide special care and periodic cleaning of wood, metal, glass or stone items. Examples include building entrances, lobby interiors and wall finishes.
  - Maintain surfaces using appropriate products and in accordance with industry and/or manufacturer specifications.
  - Use appropriate chemicals and equipment.
  - Perform routine inspections.
2. The bidder shall ensure that:
- Care and maintenance are performed by qualified personnel.
  - Activities are performed in a safe manner.
  - Activities performed do not disrupt or create unpleasant conditions or degrade air quality.
  - Cleaning activities do not damage or unduly shorten the operating life of the item.

**d) Fabric and Carpets Cleaning and Maintenance**

1. The bidder shall maintain fabrics and fabric finishes installed in the premises and shall be required to:
  - Ensure fabric cleaning and repair is performed by qualified personnel.
  - Use appropriate chemicals and equipment.
  - Ensure activities are performed in a safe manner.
  - Perform routine inspections.
  - Ensure activities do not disrupt or create unpleasant conditions or degrade air quality.
  - Ensure cleaning activities do not damage or unduly shorten the operating life of the fabric.
  - Ensure problems (e.g., stains, tears, etc.) are addressed in a timely manner.
  
2. The bidder shall maintain carpets installed in the premises and shall be required to:
  - Provide services related to the care and cleaning of carpeted areas, including mats and rugs.
  - Ensure cleaning is in accordance with manufacturers specifications.
  - Ensure carpet cleaning and repair is performed by qualified personnel.
  - Use appropriate chemicals and equipment.
  - Ensure activities are performed in a safe manner.
  - Perform routine inspections.
  - Ensure activities do not disrupt or create unpleasant conditions or degrade air quality.
  - Ensure cleaning activities do not damage or unduly shorten the operating life of the carpet.
  - Ensure problems (e.g., stains, tears, etc.) are addressed in a timely manner.
  - Keep all accessible carpets, mats, and rugs substantially free of debris, stains, odours, and visible dirt.
  - Utilize appropriate techniques, equipment, and standards to achieve appearance, aesthetics, clean/healthy environment, and maintain the life of the product.
  - Implement comprehensive processes to manage all spills in a proactive and reactive manner.

**e) General and Non-Hazardous Waste and Trash Collection**

1. The bidder shall be required to:
  - Collect general, non-hazardous trash.
  - Clean all trash and recycle receptacles.
  - Maintain all receptacles and keep them free of odours.
  - Ensure trash receptacles are of consistent design and standard throughout areas.
  - Use trash bags of the most appropriate size for each receptacle.
  
2. The bidder is required to:
  - Clean recycle stations regularly and ensure that all material collected for recycling shall be transported to appropriate containers for on-site treatment or off-site disposal.
  - Provide appropriate and road-worthy waste collection vehicles to prevent the spilling of garbage leachate and emitting odour while in transit from the premises to the off-site disposal area.
  - Ensure that the garbage trucks, as per RFP, are provided with sufficient tarpaulin sheets to cover the wastes collected.
  - Ensure that the garbage disposal van and the garbage collection site including the adjacent areas affected by the removal of garbage, is cleaned before leaving the premises.
  - Ensure that the waste management methodology complies with the guidelines as laid down in applicable waste management rules of the Government of India and local authorities.
  - Provide cleaning for contained areas designated for hazardous waste collection and storage with usage of proper personal protective equipment and technical supervision.

**f) Property External Boundary and Peripheral Fixtures**

1. The bidder is required to clean external boundary walls and peripheral fixtures and shall be required to ensure:
  - Boundary walls are always clean from inside and outside at all times.
  - Paint, claddings components, metal design, and external signage's installed on the wall are clean and free from any stain or smudge.
  - Entry and exit gates, pergolas and security cabins are clean and maintained properly.
  - No private posters, advertisements, banners and billboards are

pasted on the external walls and the bidder will remove any such item immediately. It is advised to ensure that formal complaint is filed with local authority against any such illegal advertisement done on the external walls.

- All personal protection equipment including safety belt, helmets and gloves shall be used by the trained staff for cleaning work.

### **g) Cleaning Agents, Consumables and Cleaning Equipment**

1. The bidder is responsible for acquisition and administration of janitorial supplies and equipment.
2. The bidder shall procure all required materials and equipment necessary to meet service level performance as mentioned in Annexure 1 in this RFP. The bidder will be required to:
  - Maintain inventory of the required supplies and equipment.
  - Store supplies and equipment on-site in a secure/safe manner.
  - Ensure facilities are appropriately stocked.
  - Ensure appropriate, eco friendly and certified green rated products are used.
  - Ensure that approved neutral, alkaline, acidic, toilet cleaning agents having proper MSDS (Material Safety DATA Sheets) are used to remove smudges, streaks, stains, spots and other deposits.

### **h) Activity Recording and Reporting**

1. The bidder will maintain recording and reporting system and ensure that:
  - All cleaning and maintenance logs and reports are maintained daily, weekly, fortnightly, monthly, bimonthly, quarterly, half yearly and annually.
  - All consumables and equipment spares utilized are recorded and maintained in the inventory management system without any delay.
2. The bidder will perform regular audits & inspection related to cleaning services and ensure that:
  - There is a written record of all audit & inspections and, which will be presented to ITPO management team.
  - All frays and uncontrollable spots or stains or damaged surfaces,

fixtures and furniture that cannot be removed by general cleaning practices are reported to management and necessary remedial action is taken.

### **6.2.2 Disinfecting and Sanitization Services**

- a) The bidder will provide disinfecting and sanitization services for area under scope of works.
- b) The bidder will also provide the following services but not limited to:
  - Preparing and executing the disinfecting activity schedule and implementing the services to ensure safe workplace environment.
  - Deploying trained cleaning staff to execute disinfecting and sanitation process and applying all necessary personal protective gears during the activity.
  - Ensuring that all indoor areas such as entrance lobbies, corridors and staircases, escalators, elevators, security guard booths, office rooms, meeting rooms, cafeteria, amphitheatre, green rooms, lounges and The bidder's stores etc., are mopped with a disinfectant with 1% sodium hypochlorite or phenolic disinfectants.
  - Ensuring that high contact surfaces such elevator buttons, handrails/handles and call buttons, escalator handrails, public counters, intercom systems, equipment like telephone, printers/scanners, and other office machines are cleaned twice daily by mopping with a linen/absorbable cloth soaked in 1% sodium hypochlorite.
  - Ensuring that frequently touched areas like tabletops, chair handles, pens, diary files, keyboards, mouses, mouse pads, tea/coffee dispensing machines etc. should specially be cleaned.
  - Ensuring that for metallic surfaces like door handles, security locks, keys, etc., 70% alcohol can be used to wipe down surfaces where the use of bleach is not suitable.
  - Ensuring that hand sanitizing stations are installed inside the premises (especially at the entry) and near high contact surfaces.
  - Carefully cleaning the equipment used in cleaning at the end of the cleaning process.
  - Removing personal protective equipment discarding it in a disposable bag and washing hands with soap and water.
- c) The bidder will provide disinfecting services in the Toilets of the property. The bidder shall:

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- Prepare and execute the disinfecting activity schedule and implement the services to ensure safe usage of toilets.
  - Deploy trained cleaning staff to execute disinfecting and sanitation process and apply all necessary personal protective gears during the activity.
  - Follow sanitization procedure by using 70% alcohol-based cleaning agents to wipe down surfaces where the use of bleach is not suitable, e.g. metal. (Chloroxyleneol (4.5-5.5%)/ Benzalkonium Chloride or any other disinfectants found to be effective against infecting viruses and may be used as per manufacturer's instructions)
  - Always use freshly prepared 1% sodium hypochlorite.
  - Ensure that disinfectant is properly sprayed on potentially highly contaminated areas (such as toilet bowl or surrounding surfaces) as it may create splashes which can further spread the infecting bacteria and virus.
  - Discard cleaning material made of cloth (mop and wiping cloth) in appropriate bags after cleaning and disinfecting, to prevent cross contamination.
  - Disinfect all cleaning equipment after use and before using in other area
- d) The bidder will maintain consumables, equipment and recording and reporting system is maintained to ensure that:
- All sanitization activities are logged, and reports are maintained as per schedule of activities.
  - All consumables and equipment spares utilized are recorded and maintained in the inventory management system.
  - All inventory of the required supplies and equipment are maintained.
  - Store supplies and equipment on-site are stored in a secure/safe manner.
  - Ensure facilities are appropriately stocked.

### **6.2.3 Waste Management and Recycling Services**

Bidder shall ensure Lifting, carrying and disposing the garbage at designated locations as directed by ITPO.

### **6.3 The bidder Responsibilities and Reporting Requirements**

6.3.1 The bidder to conduct pre-inspection of the venue a minimum of one hour before the event in coordination with the organizer and ITPO. Ensure functionality of restroom fittings and fixtures, including soap dispensers.

6.3.2 The bidder to ensure reporting of incidents within 15 minutes of occurrence.

### **6.4 Housekeeping Operations Reliability and Safety**

6.4.1 The bidder shall perform all activities necessary to ensure that the reliability and safety of operations meet the required outcomes

6.4.2 The bidder shall ensure uprooting /removing of the grass, unwanted plants, shrubs, etc. on the boundary walls, building walls & structure, terraces, inside the storm drainage lines, roof tops, on sewage pipelines of the buildings, pathways, building entrances, in & around the buildings, etc

6.4.3 Maintain high standards of cleanliness and hygiene at all assigned areas throughout the premises

6.4.4 The bidder must ensure maintenance of record, in respect of:

- a) Duty performed/ presence at site by the manpower, including supervisors & Manager.
- b) Work done /performed, including maintenance services and periodical services.
- c) Instruments/tools available, as prescribed in RFP.
- d) Details of consumables being used, with its quality.
- e) Checking by the supervisors/ manager, of the work done by the employees of The bidder, with remarks of Supervisor/Manager.

### **6.5 Service Levels and Performance**

6.5.1 The bidder must work in accordance with the Service level performance (SLP) parameters as described in **Annexure 1** of this RFP.

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- 6.5.2 The bidder must ensure strict implementation and performance of prescribed SLP parameters for the overall Services for each and every deliverable.
- 6.5.3 The bidder must collect data on actual performance against SLPs.
- 6.5.4 The bidder must provide SLP reports to ITPO at agreed intervals in a timely and consistent fashion.
- 6.5.5 SLP Reports should be periodically reviewed with “ITPO” management team to ensure that they provide the necessary information to manage performance.

**6.6 Communication**

- 6.6.1 The bidder is to communicate effectively and in defined protocol with ITPO and/or its authorized representatives.
- 6.6.2 The bidder shall communicate regularly and as needed with designated ITPO personnel regarding the quality and adequacy of services, and any changes desired in service levels.
- 6.6.3 The bidder shall ensure and adhere that the MIS and reporting system is prompt and managed as per schedule and no fault shall be observed in the timelines and quality of reporting system.
- 6.6.4 The bidder will convey its input, complaints, and suggestions in an agreed upon manner to designated ITPO personnel.

**6.7 Workforce Deployment, Conduct and Appearance**

- 6.7.1 The bidder is to perform work using trained and qualified personnel for the execution of the required work at the site.
- 6.7.2 The bidder shall submit a workforce/manpower deployment plan.
- 6.7.3 The bidder is to observe and report problems or unusual conditions in the Locations
- 6.7.4 The bidder is to ensure employment eligibility of its personnel.
- 6.7.5 The bidder is required to:
  - a) Ensure that all bidder’s personnel are eligible for employment.



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- b) Conduct verification of employment eligibility for the bidder's personnel, including all new hires.
- c) Perform background checks (police verification) on all the bidder's personnel, including all new hires
- d) Perform drug testing on those the bidder's personnel for which reasonable doubt, complaint or probable cause has been determined.

6.7.6 Safety Implementation Controls

- a) The bidder is to strictly observe safety procedures and policies. The bidder is required to:
  - Ensure compliance with applicable EH&S operating requirements.
  - Provide regulatory prescribed EH&S training
  - Strictly observe all defined safety procedures applicable at ITPO premises.
  - Plan, procure and provide all safety equipment required to perform the Services and related work at ITPO in accordance with the risk assessment for the specified activity, including but not limited to hard hats, safety glasses, safety shoes, protective clothing, Conduct PPE hazard assessments, job hazard analysis, and other job/task evaluations.
  - Ensure employees utilize PPE as required.
  - Conduct safety tours and participate on site safety committees per site frequencies and practices.

**6.8 Consumables and spares:**

- a) The bidder shall be provided with the designated space for creating stores to stock for managing and performing all kind of operations and maintenance programs within the property in line with their scope of work.
- b) The material and consumables for the services shall broadly include but not limited to consumables for Janitorial Services (as described below) including cleaning, housekeeping, pest control, disinfecting and sanitization, waste management and the like described in the detailed scope of work in chapter 6 of the RFP.
- c) All consumables, materials and other related items shall be provided by the bidder as per the site requirement to suffice the minimum service levels and adequacy levels.
- d) The bidder shall assess the quantity of consumables to be used in

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advance and ensure the adequacy of inventory and proactively procure them in advance on fortnightly/ monthly basis and store them at designated stores.

- e) The bidder shall ensure that all consumables used for performing the services shall strictly comply with the safety and environmental requirements considering the use of eco friendly materials compliant with ISI standards.
- f) The prescribed requirement of such consumables, tools and tackles is described in Appendix 1b and the bidder shall add to the list on basis of its methodology for undertaking the housekeeping Services to meet the service level performance as per Annexure 1.
- g) **The cost of such consumables, tools and tackles will be included in Table 1 Format for Financial Bid Part A (Manpower Cost) in Annexure 7** and no additional cost shall be provided by ITPO to the bidder for such consumables. The cost of such consumables shall be subject to verification on the basis of the quantity actually used and supported by the actual delivery challans / invoices and product quality certificates.
- h) The bidder undertakes and warrants that the parts, materials and components purchased and supplied under the Service Agreement shall be ideal, fit, and suitable for the purposes for which the same have been used. All parts used during the term of the Service Agreement shall be brand new and from the original manufacturer only. Where these parts are not available, subject to furnishing adequate proof of such non-availability, the bidder may procure/ supply brand new parts from another manufacturer which should not be of a kind that are not acceptable for maintaining the quality of services required under the Service Agreement.
- i) All the material brought to the site shall be duly accounted and managed by the bidder and all critical materials shall be insured against loss due to any reason whatsoever. Proof regarding this supported by the copies of the requisite document shall be regularly submitted to the representative(s) appointed by ITPO. ITPO may summon the complete record of the inventory, store records and procurement of materials from the bidder at any time if needed.

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**6.9** Education and experience qualifications of required requisite staff for Mechanized Housekeeping services

<b>S. No.</b>	<b>Position</b>	<b>Qualification</b>	<b>Desired Experience</b>
<b>A. Resource Deployment</b>			
1	Head of operation	Graduate in any discipline	10+ years in Property/Mechanized Housekeeping services
<b>C. Housekeeping Service</b>			
1	Supervisor	12 <sup>th</sup> Pass	10+ years' experience in housekeeping field
2	Janitor	N/A	5+ years' experience in housekeeping field
3	Machine Operator	ITI in the relevant field	10+ years' experience in housekeeping field

**Appendix 1a: Housekeeping Machinery/Equipment**

1. The bidder is required to provide the following listed machinery/equipment for the execution of housekeeping and cleaning services.
2. The bidder will ensure the serviceability and adequacy of such machinery/equipment at all times during the term of the Service Agreement. The count of such machinery/equipment will be deployed as per Appendix 1a of the RFP by the bidder. Any additional requirement of machinery/equipment will be quantified by the bidder itself based on its knowledge and expertise for performing the Mechanized Housekeeping services Services and obtain prior approval of ITPO before deployment. The cost of additional machinery/equipment deployed will be as per actual deployment and rates quoted in Table 2 Format for Financial Bid Part B in Annexure 7.
3. The bidder shall ensure that all machinery/equipment provided should be of minimum safety and quality standards as per ISI/CE or applicable standards. The bidder is also advised to use products which are manufactured within the country to support the Make in India initiative of the Government of India.

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4. Below mentioned is the list of prescribed Housekeeping Machinery/Equipment, which will be provided by the bidder. The manpower to operate the machinery/equipment will be out of the manpower as mentioned in Table 1 Format for Financial Bid Part B in Annexure 7.

<b>Housekeeping Machines/Equipment</b>					
<b>Sr. No</b>	<b>Type of Machine</b>	<b>Mode of Operation</b>	<b>Min Coverage per Hour in Sqm</b>	<b>Min Specs</b>	<b>Min. Qty</b>
1	Ride on - Heavy Duty Vacuum Sweeper	Battery Operated	15,000.0	Brush Width - 2 x 1500 mm; Hopper Capacity- 500 Liters	2
2	Vacuum Sweeper Walk Behind	Battery Operated	2,000.0	Brush Width - 1 x 650 mm; Hopper Capacity- 35 Liters	2
3	Single disc scrubbing / Polishing machine	Battery Operated	1,000.0	Scrubbing Width - 350 mm; Solution & Recovery Tank - 10 Liters	1
4	Vacuum Cleaner (Dry Vacuum) Hand Help / Back Pack	Electrical/ Battery	NA	Dry; Tank Capacity 5 Liters	2

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<b>Housekeeping Machines/Equipment</b>					
<b>Sr. No</b>	<b>Type of Machine</b>	<b>Mode of Operation</b>	<b>Min Coverage per Hour in Sqm</b>	<b>Min Specs</b>	<b>Min. Qty</b>
5	Scissor Lift	Electrical/ Battery	-	For Repair & Maintenance for corridors' ceilings equipment and fitments.	2
6	Telescoping Self Supporting Extension Ladder - off sizes	Manual	-	For general operation and maintenance purposes	4

5. The bidder at its own cost will maintain the machinery/equipment deployed onsite. ITPO and the bidder will mutually finalise the numbers of each of these machines that may be required to be maintained at the site to ensure that the Service Standards. The usage charges for each of these machines will be fixed as quoted by the bidder in the Financial Bid Table 2 Format for Financial Bid Part B in Annexure 7. The payment will be worked out on the basis of the actual number of the machines deployed on site for each month.
6. The quantity shall be adequate so as to maintain the prescribed standards in the SLA.

**Appendix 1b: Consumables, Housekeeping Tools and Tackles**

1. The bidder will provide the following listed indicative consumables, tools and tackles necessary for the execution of housekeeping and cleaning services, ensuring that the service level performance is met in accordance with the contract terms.
2. The bidder, utilizing its expertise and knowledge, may use such additional consumables, tools and tackles at its own cost as deemed necessary to meet service level requirements and event-to-event needs, subject to the terms of this contract.
3. The bidder will ensure the continuous availability, serviceability, and adequacy of the consumables, tools and tackles throughout the term of the contract. The adequacy of such consumables, tools and tackles shall be determined solely by the bidder based on its professional judgment, knowledge, and experience in performing the required services.
4. The bidder will ensure that all consumables, tools and tackles provided at the site conform to the minimum quality standards and are in compliance with Green and eco-friendly standards. The bidder is encouraged to use products manufactured within India in support of the "Make in India" initiative, as promoted by the Government of India.
5. Below mentioned is the list of prescribed Housekeeping consumables, and tool & tackles, which will be provided by the bidder. Cost of the same will be included in manpower co in Table 1 Format for Financial Bid Part B in Annexure 7.

Sr. No	Type of Item	Description	Specification
1	Cleaning Agents	Cleaning and Sanitizing of Bathroom / Toilet surfaces	Green Seal Certified products from Diversy Taski R1/ Reckitt Benckiser / 3M or Equivalent
2	Cleaning Agents	All-purpose cleaning agent / Hygienic Hard Surface Cleaner	Green Seal Certified products from Diversy Taski R2/ Reckitt Benckiser / 3M or Equivalent

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Sr. No	Type of Item	Description	Specification
3	Cleaning Agents	For Cleaning Glass and Mirror Cleaner	Green Seal Certified products from Diversy Taski R3/ Reckitt Benckiser / 3M or Equivalent
4	Cleaning Agents	For Furniture Polish and Cleaning / Furniture Maintainer	Green Seal Certified products from Diversy Taski 4/ Reckitt Benckiser / 3M or Equivalent
5	Cleaning Agents	Air Freshener / Room Freshener / Bathroom Freshener	Green Seal Certified products from Diversy Taski R5/ Reckitt Benckiser / 3M or Equivalent
6	Cleaning Agents	Heavy-duty toilet bowl/urinal cleaner for the removal of lime scale, stains and other residues.	Green Seal Certified products from Diversy Taski R6/ Reckitt Benckiser / 3M or Equivalent
7	Cleaning Agents	Oil and grease Removing and Cleaning Agent for water-resistant hard surfaces	Green Seal Certified products from Diversy Taski R7/ Reckitt Benckiser / 3M or Equivalent
8	Cleaning Agents	For Descaling of Metal parts in contact with water	Green Seal Certified products from Diversy Taski R8/ Reckitt Benckiser / 3M or Equivalent
9	Cleaning Agents	Cleaner and Descale for all fittings and walls in the bathroom, sink, tiles and fittings.	Green Seal Certified products from Diversy Taski R9/ Reckitt Benckiser / 3M or Equivalent
10	Algaecide and Scale Inhibitor	For Water bodies	GMP certified green product
11	Consumables	Brass polish	Brasso or equivalent

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Sr. No	Type of Item	Description	Specification
12	Consumables	Naphthalene Balls	ISI Make
13	Consumables	Urinals Screen Gel Pads; anti splash and min 10 mm bristles	Pudumjee Hygiene or equivalent
14	Consumables	Surgical hand gloves (to be used by staff during cleaning)	ISI Make
15	Consumables	Air Freshener Dispenser and Spray Cartages	Odonil, Air wick, or equivalent
16	Consumables	Refill for Odor Neutralizer	Odonil, Air wick, or equivalent
17	Consumables	BioGarbagePlasticBags( Medium / Large / Industrial Usages) minimum thickness 50 microns	ISI Make, in accordance with Applicable Rules 2016
18	Consumables	Liquid Hand Wash soap and dispensers	Dettol/Savlon or equivalent
19	Consumables	C Fold Hand Towel (Min 20 GSM thickness) and dispensers	Pudumjee Hygiene or equivalent
20	Consumables	Toilet Rolls (Min 40 GSM thickness)	Pudumjee Hygiene or equivalent

<b>Tools and Tackles</b>		
Sr. No	Type of Tool	Name of Tool
1	Cleaning Tools	Soft Bristled Brooms
2	Cleaning Tools	Hard coarse bristled brooms
3	Cleaning Tools	Wall Brooms Turk's Head
4	Cleaning Tools	Long handle cobweb brush
5	Cleaning Tools	Hard Brush



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<b>Tools and Tackles</b>		
<b>Sr. No</b>	<b>Type of Tool</b>	<b>Name of Tool</b>
6	Cleaning Tools	Soft Brush
7	Cleaning Tools	Scrubbing Brush
8	Cleaning Tools	Corner brush with handle
9	Cleaning Tools	Toilet bowl brush
10	Cleaning Tools	Dry Mop Set
11	Cleaning Tools	Wet Mop Set
12	Cleaning Tools	Dust control Mop Set
13	Cleaning Tools	Polish applicator Mops
14	Cleaning Tools	Dustpan and brush with extended handle
15	Cleaning Tools	Lobby Dustpan set
16	Cleaning Tools	Dual side brush for Glass cleaning
17	Cleaning Tools	Hang-up tool holder for mops and handles
18	Cleaning Tools	Glass Scrubbing & squeezing 2 in 1
19	Cleaning Tools	Dual bucket combo (with side bucket) with wheels
20	Cleaning Tools	Mop Wringer
21	Cleaning Tools	Hand Caddy
22	Cleaning Tools	Spray Bottles
23	Cleaning Tools	Janitor's Trolley
24	Cleaning Tools	Bucket for Glass Cleaning
25	Cleaning Tools	Flat duster
26	Cleaning Tools	Dusters and Dust Mittens
27	Cleaning Tools	Swabs and Wipes
28	Cleaning Tools	Sponges
29	Cleaning Tools	Glass Cleaning Cloth
30	Cleaning Tools	Chamois Leather
31	Cleaning Tools	Rags and Polishing Cloths

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<b>Tools and Tackles</b>		
<b>Sr. No</b>	<b>Type of Tool</b>	<b>Name of Tool</b>
32	Cleaning Tools	Abrasives
33	Cleaning Tools	Floor Scrapper Tool
34	Cleaning Tools	UV backlight and invisible ink pen Inspection Kit
35	Cleaning Tools	Flexible dust bag

6. The quantity shall be adequate so as to maintain the prescribed standards in the SLA. Under any circumstances the standard shall not be lower than those followed by a 5-star hotel.

## **7. Evaluation Criterion**

- 7.1 The bidder who meets the Eligibility Criteria in Chapter 5 will qualify for the Financial Evaluation and will be deemed “Technically Qualified”.
- 7.2 The Technically Qualified Bidders shall quote in the format prescribed in Annexure 7.
- 7.3 The Financial bid will comprise three parts— Part A, Part B and Part C
- a. Part A shall comprise the manpower inclusive of consumables, tools and tackles. The format of Part A quote is mentioned in Table 1 of Annexure 7.
  - b. Part B shall comprise the quote for deployment of machinery/equipment required to deliver the service level performance. The format of Part B quote is mentioned in Table 2 of Annexure 7.
  - c. Part C shall comprise the quote for hiring of equipment with manpower for disposal of garbage. The format for Part C quote is mentioned in Table 3 of Annexure 7.
- 7.4 The composite financial bid will be taken as sum of Part A plus Part B plus Part C.
- 7.5 The Bidder offering the Mechanized Housekeeping services at the lowest cost (Exclusive of all taxes) shall be declared L1 and the Successful Bidder.

- 7.6 All tax liabilities are to be excluded from the Financial Bid and shall not be included in the quoted amounts.
- 7.7 Any deviation/ redesign of the form of Financial Proposal shall result in rejection of the Proposal(s), unless the same is pursuant to an Addendum issued by ITPO.

## 8. Payment Schedule

- 8.1 The bidder shall raise monthly invoices to ITPO under this Service Agreement covering the following components, as applicable for the month for which the invoice is being raised:
- (i) Part A of the monthly invoice with respect to onsite manpower deployment inclusive of consumables, tools and tackles will be billed as per the attendance approved by ITPO in accordance to the item rate contract value quoted in Format for Financial Bid Part A in Annexure 7. The bidder shall submit invoice along with biometric monthly attendance record, compliances of labour licence, ESI & EPF, Insurance policies etc.
  - (ii) Part B of the monthly invoice with respect to the onsite deployment of machinery/equipment will be billed as per the item rate contract value quoted in Format for Financial Bid Part B in Annexure 7 after satisfactory service level performance and upon receipt of service certificate from ITPO.
  - (iii) Part C of the monthly invoice with respect to the hiring of equipment with manpower for disposal of garbage will be billed as per the item rate contract value quoted in Format for Financial Bid Part C in Annexure 7 after satisfactory service level performance and upon receipt of service certificate from ITPO.
  - (iv) In case of additional manpower skilled/semi-skilled/unskilled and machinery/equipment required onsite, additional billing will be done based on the item rate as per contract value and approved by ITPO.
  - (v) If, at any time during the term of the contract, the overall contract value exceeds 130% of the original contract value, the bidder shall submit a revised Performance Bank Guarantee (PBG) to the India Trade Promotion Organisation (ITPO) prior to the commencement of the next billing cycle. In the event that the revised PBG is not provided, the billing amount for that cycle shall be adjusted by setting off 5% of the additional contract value against the billing amount, until the revised PBG is submitted in accordance with this clause.

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(vi) Fee against any extra items/ manpower not covered in the price bid will be paid additionally that shall be worked out on the basis of the following:

- Equivalence from the existing approved Price Bid
- Government approved rates,
- Industry standards,
- Existing Contracts of Government of India,
- Benchmarks approved in Government and
- Market conditions

(vii) Necessary deductions such as security deposit, TDS, labour cess, GST on TDS etc. shall be applicable as per GFR rule.

(viii) The raised bill by the bidder to be paid after verification of the invoice and supporting documents by ITPO.

- All payments shall be subject to tax deductions at source (TDS) as applicable under the relevant laws.
- The bidder shall separately mention Goods and Services Tax (GST) on all invoices submitted to ITPO.

In case of any dispute with respect to the point no. (iii), (iv), (v), (vi) and (vii), decision of the CMD, ITPO shall be final and binding.

## **9. Draft Agreement**

### **9.1 General Terms of Service Agreement**

This Service Agreement (“Agreement”) is executed at New Delhi on this \_\_\_ day of \_\_\_\_\_ 2024

#### **BETWEEN**

India Trade Promotion Organization, a company incorporated under the Companies Act, 2013, having its registered office at Bharat Mandapam, New Delhi -110001 (hereinafter referred to as "**First Party**" (or “ITPO”) which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns), acting through its authorized signatory,\_\_\_\_, party of the First Part;

#### **AND**

M/\_\_\_\_, a company incorporated under the Companies Act, 1956 /2013, having its registered office at\_\_\_\_\_ (hereinafter referred to as the “**Second Party**” acting through its authorized signatory, duly authorized vide board resolution dated \_\_\_\_\_, party of the Second Part;

The Second Party is referred to as the “**The bidder(s)**”. References to The bidder under this Agreement shall be deemed to be references to provide services as per Scope of Work of the RFP, respectively, as the context may require.

ITPO and The bidders are collectively referred to as the Parties and individually as the Party wherever the context so requires.

#### **WHEREAS**

## **9.2 Safety and Security Standards**

- 9.2.1 That The bidder shall perform the Services in fully safe, secure and compliant manner and shall be fully responsible for safety and security of Building(s) and/ or any person or property in or around the Building(s).
- 9.2.2 That The bidder understands and acknowledges the importance of safety and security of the Building(s) and the occupants and assures that the personnel, employees or workmen so deployed by it for rendering/performing Services shall be trained on safety & security aspects including to handle emergencies.
- 9.2.3 The bidder shall ensure that its personnel, employees or workmen do not smoke in the Premises and should not be under the influence of liquor, drugs, tobacco or any other forms of intoxicants while working in the Building(s) and shall not receive any gratuity or reward in any shape from anyone.
- 9.2.4 The bidder shall ensure that all emergency situations arising on account of fire or safety are dealt with in prompt, efficient and effective manner.
- 9.2.5 The bidder shall coordinate with external firefighting agencies, Delhi Fire Services, DDMA/NDMA or any other statutory authority in the event of any mishap, fire and emergency situations.
- 9.2.6 That all preventive and safety measures shall be taken by The bidder to ensure that no damage to material / Building/person(s)/machinery and or to equipment takes place during the course of performance of the Services or due to any act, omission or commission of The bidder.
- 9.2.7 The bidder will take effective necessary measures to prevent spread of COVID-19 epidemic and will implement of various measures issued by government time to time while ensuring maintenance of essential services such as housekeeping/ conservancy services & health infrastructure etc.
- 9.2.8 In the event of any restrictions being imposed by the Security agency, ITPO, Traffic or any other authority having jurisdiction in the area on the working or movement of labour /material, The bidder shall strictly follow such restrictions and nothing extra shall be payable to The bidder on this account. The loss of time on this account, if any, shall have to be made up by generating additional resources etc.
- 9.2.9 No claim whatsoever will be entertained by the department on account of any restriction (s) imposed by the security agencies in execution of work including temporary suspension of work due to VVIP movements.

### **9.3 Working Office & Staff Accommodation:**

The bidder shall set up full working office including provision of electricity, drinking water and centralized air conditioning at the designated location/in the core and shell premises provided by ITPO for which no rentals shall be charged by ITPO. Additional tools, tackles, air conditioners, internet & intranet services including requisite hardware and software, fans, water dispenser, pantry, office furniture, tables, chairs, storage racks, printers, paper, stationary, storage etc. and any other item necessary for running an office shall be arranged by The bidder at no extra cost to ITPO. ITPO may at his own discretion, if situation demands, direct The bidder to shift The bidder's office without any cost to ITPO. Storage space shall be provided by ITPO at designated area/location. The bidder shall submit the requirement of storage space within one week of LOIA. The bidder shall have to make his own arrangements for housing facilities for its staffs and for transportation of staff and all material and equipment including all plant and machineries.

### **9.4 Electricity, Water and Gas charges**

- 9.4.1 ITPO will provide water and electricity to The bidder as per his requirement.

### **9.5 Registrations and Compliances**

- 9.5.1 In accordance with the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under, the "The bidder" shall be responsible to apply and obtain the certificate of registration for the "First Party" as the principal "ITPO" with respect to ITPO property in its name and shall coordinate for providing a certificate in Form-V for itself which shall include all its Subcontractor employed by the "The bidder" it in relation to respective Building(s)/Item of works and to do all such acts, deeds and things as are required.
- 9.5.2 The bidder shall mandatorily obtain Labour License for itself inclusive of all its Subcontractor employed for the project against the issued Form V.
- 9.5.3 The bidder shall get mandatorily registered for under all other Applicable Laws including but not limited to PF Act, ESIC Act etc. and obtain license(s) under the Contract Labour (Regulation & Abolition) Act, 1970 in its own name for the purposes of this Agreement and the rules made there under.
- 9.5.4 The bidder hereby represents, warrants and undertakes that it shall solely pay and deposit all statutory dues/contributions e.g. provident

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fund contributions, employee state insurance contributions etc. with the appropriate authority/agency/office/ departments in a timely manner in relation to its personnel, employees and workmen engaged including direct and contractual employees in providing the Services and to file all and/or any statutory returns/forms/ statements under Applicable Laws from time to time. All such dues shall be collectively paid by The bidder itself on monthly basis for complete workforce and this responsibility shall not be passed on to any of its Sub Contractor engaged for the services.

- 9.5.5 The bidder agrees and undertakes to be responsible for and ensure compliance of all Applicable Laws. It shall be the sole responsibility of The bidder to identify and ensure compliance of any other statutory requirements to be fulfilled under the provisions of this Agreement. Any penalty or fine imposed by the concerned authority related to Operational issues, mismanagement or failure to abide statutory compliances covered under the provision of this Service agreement shall be borne by The bidder and ITPO shall not be liable to pay any such fines and penalty.
- 9.5.6 The bidder shall provide a monthly Compliance Certificate along with the proof of Compliance maintained in form of certificates, return and proof of depositing all statutory dues/payments with the competent authority in respect of required compliances to be maintained at the premise.
- 9.5.7 The bidder shall at all times abide by the Applicable Law(s) and shall always ensure procurement and possession of all Approvals required from the competent authorities for performance of all obligations hereunder.
- 9.5.8 The bidder shall hold harmless keep indemnified ITPO and all its officers officials/officer, authorised representatives and employees against claims, if any, of the workmen and all costs and expenses as may be incurred by the bidder in connection with any claim or violation of applicable statutory and labour laws, that may be made by any workmen relating to work carried out by the contractor for this contract

**9.6 Assignment and Subcontracting**

- 9.6.1 The bidder shall not assign or transfer any of its rights and/or obligations under this Agreement to any third party.
- 9.6.2 The bidder will not engage Sub Contractors and/or third-party bidders for the performance of a part of the Scope of Services.



## **9.7 Client's Obligations and Rights**

- 9.7.1 The Client/ITPO undertakes during the Contract Period to supply The bidder with such information, assistance and documents as The bidder may reasonably require enabling The bidder to fulfill its obligations under this Agreement.
- 9.7.2 ITPO shall (either directly or through an independent audit team or any other representative) has, at all times, the right to access/assess, inspect, conduct/ cause to be conducted audit of all documents, systems, procedures, data and information maintained/ used by The bidder, in any of its offices or otherwise and may demand or required to be produced all or any records, data, books, documents of The bidder, information of any kind to the extent such documents and/or information reasonably relate to The bidder in connection with this Agreement including inventory receipts (GST), credit/cash/bank statements, store records, books of accounts, ledgers, journals, entries, notings etc. to make assessments of expenditure, claims and/ or their reasonableness by any method/tool as are employed by ITPO.
- 9.7.3 The bidder shall proactively assist ITPO for this purpose and shall make available all such records and information required by ITPO for assessing the performance of The bidder.
- 9.7.4 **Intellectual Property Rights:** ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the bidder and/or their Agents/Contractors/Employees etc., the bidder shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use ITPO'S name/logo/IPRs. The bidder shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO'S name/logo/IPRS and/or any claim(s) relating to infringement of any intellectual property rights committed by the bidder/their Agents/Contractors/Employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

## **9.8 Rights of Third Parties**

This Agreement shall not confer any rights or remedies upon any person or entity who is not a Party to this Agreement.

## **9.9 Liability and Indemnification**

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

9.9.2 The bidder shall be solely responsible for:

- (i) Ensuring payment of wages/ salaries and other remunerations and benefits to its Personnel in accordance with their term of employment and the applicable laws.
- (ii) providing the personnel, employees or workmen, regular intervals and all other statutory facilities/benefits during the daily working hours and all other monetary or non-monetary benefits as are applicable under Applicable Laws, at its own cost and expenses.
- (iii) the work, acts or omissions, all negotiations relating to salaries, wages and benefits of the personnel, employees or workmen, assessments and monitoring of their performance and for all disciplinary matters.

9.9.3 That The bidder shall obtain insurance in the joint names of The bidder and ITPO for its personnel, employees or workmen at its own cost and expenses for accidents/injuries/death which may occur during the course of performance/rendering of the Services and The bidder shall be solely responsible for payment of all claims /damages/compensation in case of accidents/injuries/death of any personnel, employees or workmen deployed by it for performing/rendering the Services.

9.9.4 That The bidder undertakes to fully defend and protect ITPO and/ or owners of the respective Building(s) against all or any legal, civil, criminal and monetary liabilities arising out of or pursuant to performance, non-performance, lapse, negligence, misrepresentation, breach, default or fraud on the part of The bidder, or its representatives, Subcontractors in connection with this Agreement;

- 9.9.5 The bidder hereby indemnifies and undertakes to always hold harmless and keep indemnified and defend ITPO, its affiliates, associate/ group companies and their respective employees, officers, representatives, agents and directors at its cost against all actions, demands, claims, losses, damages, penalty, costs, punishments, consequences and other liabilities arising out of or as a consequence of:
- (i) breach of any of the terms and conditions of the Agreement by The bidder;
  - (ii) any acts, commissions, omissions, negligence or contribution of The bidder, its officers, representatives, employees, agents, Sub-Contractors relating to any failure to ensure, procure or maintain adequate safety measures under the provisions of this Agreement;
  - (iii) any injury, harm or damage caused to any person, property, material or Building(s) that takes place due to any accident, incident, etc. for whatsoever reason on account of any activity of The bidder pursuant to this Agreement;
  - (iv) failure of The bidder to comply with any Applicable Laws including but not limited to Contract Labour (Abolition & Regulation) Act, 1970, Employee State Insurance Act, 1948, Employees Provident Fund and Misc. Provisions Act, 1952, Factories Act, 1948, relevant Shops & Establishment Act or any other labour laws as applicable. The bidder shall always remain solely responsible for the consequences of such non-compliance as stated herein.
  - (v) Failure of The bidder in obtaining any requisite Approvals for the purposes of provision of Services required under this Agreement.
  - (vi) Infringement of any third party's intellectual property rights on account of any activity carried out by The bidder.
  - (vii) If ITPO is dragged into any arbitration proceedings, litigation or dispute for any purposes whatsoever between/ amongst The bidder and/or it's Contractors, sub-Contractors or any third party, persons or entity.
- 9.9.6 The bidder undertakes and assures ITPO that in case ITPO is made a party to any arbitration, litigation or dispute arising out of or touching upon this Agreement by any person or party, The bidder shall at its own expense and cost take all appropriate & necessary steps to defend/resolve such claims/demands/disputes on behalf of ITPO in consultation with ITPO so as to ensure discharge of ITPO free from any such liability.
- 9.9.7 Further, if required, The bidder undertakes that it shall fully pay/ compensate ITPO in respect of the cost & expenses incurred by ITPO, if

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any, in defending such claims/ demands/ disputes on account of any court order or otherwise

9.9.8 It is however, agreed between the Parties that the aggregate financial liability of The bidder arising out of or in connection with any breach of the terms and conditions of this Agreement by The bidder shall not exceed a sum equivalent to the Total Fee. The limitation of liability shall not affect The bidder's liability, if any, on account of the following:

- (i) Breach of Applicable Laws by The bidder, its officers, representatives, employees, agents, sub-Contractors acting on its behalf;
- (ii) Damage to any third party or person caused by The bidder, its officers, representatives, employees, agents, sub-Contractors acting on its behalf; and/or
- (iii) Gross misconduct or willful misconduct on the part of The bidder, its officers, representatives, employees, agents, sub-Contractors acting on its behalf.

## **9.10 Insurance**

9.10.1 The bidder at his own cost shall maintain workman compensation insurance policy, to cover the personal injury or death or benefits of its personnel.

9.10.2 Policies and certificates for insurance shall be delivered by the "The bidder" to ITPO for record and necessary clearance on the coverage before the Effective Date.

9.10.3 If The bidder does not provide any of the policies and certificates required, ITPO may affect penalty for non-compliance as applicable.

9.10.4 Alterations to the terms of acquired insurance(s) shall not be made without the approval of ITPO.

9.10.5 Compliance with Statutory Laws: All applicable laws (Central/State/Municipal/Local Laws etc.) including labour laws must be complied with/ followed by the bidder.

## **9.11 Termination**

9.11.1 It is specifically made clear to The bidder that each and every default, breach, non-observance and/or non-compliance of any of the terms and

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conditions of this Agreement shall be construed to be an event of default liable for consequences stipulated herein. With a view to acquaint The bidder, some of the events of defaults are mentioned below, which are merely indicative/illustrative and are not exhaustive and may include other instances of defaults as determined by ITPO:

- (i) Failure by The bidder to comply with all relevant norms with respect to electrical safety, fire safety and any other safety norms in contravention of NBC, Bureau of Indian Standards, Specifications/Codes of Practice or relevant international standards, building rules, or any other Applicable Laws or what has been approved by ITPO.
- (ii) Safety of all occupants/ visitors of the Building(s), and the Building(s) itself are of paramount importance and The bidder shall perform all acts and deeds necessary for complying with all safety requirements. Upon any such failure of The bidder to comply with the aforesaid requirements, the Agreement shall stand terminated forthwith without any prejudice to ITPO's claims against The bidder or any other remedies available to ITPO.
- (iii) In the event The bidder fails to maintain its corporate/ juridical existence during the Contract Period, or The bidder files a petition for being declared as insolvent and/ or fails to maintain its corporate/ juridical existence and/ or is adjudicated as insolvent, then the Agreement shall stand terminated forthwith.

9.11.2 Further, this Agreement shall stand terminated in the event of:

- (i) any representations made by The bidder under this Agreement or during Bid process, are found to be incorrect, false or misleading;
- (ii) any deterioration below the agreed standard of service as per the terms of the Service Agreement is observed or reported;
- (iii) The bidder fails to comply with any Applicable Laws and provisions on the Code of Integrity Pact;
- (iv) any labour unrest, formation of any union/association by the personnel(s) deployed / deputed at the Building(s), labour problems between the personnel and The bidder or any such other problem(s) involving the personnel;
- (v) any other acts, deeds or things which The bidder may commit or fail to perform in terms of this Agreement or any other document, if any, or as required pursuant to this Agreement which in the opinion of ITPO amounts to an event of default and The bidder agrees and confirms that the decision of ITPO in this regard shall be final and binding on

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The bidder and The bidder fails to rectify/cure to the satisfaction of ITPO any default specified in this Agreement, within 7 (seven) days of being intimated of such default by ITPO.

- 9.11.3 Without in any manner diluting the joint and several liability of The bidders, if in ITPO's opinion, one of The bidders is in breach of this Agreement or if its performance levels are unsatisfactory and this does not impact performance of the other The bidder, ITPO may, at its sole discretion, partially terminate this Agreement with respect to the defaulting The bidder. Upon such termination, the other The bidder shall be required to continue performing its obligations under this Agreement in accordance with the Scope of Services, which shall stand amended on and from the date of such termination.
- 9.11.4 ITPO shall have the right to terminate this Agreement, without assigning any reasons whatsoever, by giving an advance written notice of 60 (Sixty ) days to The bidder.
- 9.11.5 The bidder shall have the right to terminate the Agreement by giving 3 (three) months' notice in case ITPO fails to perform its obligations under the Agreement despite being given 2 months advance written notice to cure such default.
- 9.11.6 In case of expiry/termination of this Agreement:
- (i) The bidder shall comply with the post termination obligations of The bidder as may be specified by ITPO in its termination notice;
  - (ii) The bidder shall handover all documents, data, information (i)handed overby ITPO; (ii) developed or collected by ITPO, during the Contract Period or before execution hereof and obtain a handover & no dues certificate from ITPO.
  - (iii)The bidder shall be required to execute such documents and/ or do such acts, deeds and things as may be required for seamless transition and continuous operations, management and maintenance of the Buildings.
  - (iv)On termination of this Agreement or partial termination of the Mechanized Housekeeping services Services, The bidder will hand over back to ITPO, all the Capital Assets, Facilities and equipment, and any other equipment, furniture, material supplied by ITPO, in good working condition.

### 9.12 Cost corrections and Increments

9.12.1 Total Fee shall remain fixed and valid for the entire Contract Period including extension period if any.

### 9.13 Penalty

9.13.1 The Contractor shall prepare and submit his detailed working Programme as per the scope of Work. It shall be displayed at site by the Contractor.

9.13.2 The Contractor should work round the clock. Cleaning has to be carried out in such a manner that all premises always look clean.

9.13.3 Fines for lapses/shortfall/deficiency in cleaning and housekeeping programme is mentioned below, which the Contractor shall thoroughly review prior to submitting the bid document. The penalty will be imposed on the Contractor by competent authority issuing award letter and the appropriate deductions shall be made from the amounts payable to the Contractor, without prejudice to any other rights or remedies available to ITPO against such lapses/shortfall/deficiency caused by the Contractor.

9.13.4 ITPO through this Tender is endeavoring to have all the new halls to be maintained at the utmost levels of cleanliness and hygiene. For this purpose, it is imperative that the standards for maintenance of the exhibition halls are set at the highest level. The contractor acknowledges and accepts that he has gone through these standards carefully and that he is confident of achieving these standards.

SN	EVENT	PROPOSED PENALTY	UNIT
A	Wrong declaration of returns or suppression of facts.	Rs. 500.00	Per instance
B	Retention of staff on overtime duty without prior approval of ITPO	Rs. 250.00	Per staff
C	Short supply of manpower in each category of services in daily sanctioned strength of staff.	2 times of minimum wages for that category of manpower	Per day
D	Public complaint is received attributable to misconduct/misbehavior of the contractor's personnel, & is assessed as true by ITPO's administration.	Rs. 500.00	Per instance
E	Breach of Conditions stipulated in the contract detected by ITPO.	Rs. 2500.00	Per instance

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F	Contractor's staff is not in proper uniform.	Rs. 250.00	Per day per person
G	Contractor's staff is without ID card.	Rs. 100.00	Per day per person
H	Repetitive lapses are found in the performance of the duty by the Contractor or on any particular incident negatively affecting the working ITPO.	Rs. 2500.00	Per instance
I	Contractor fails to perform its duties/functions satisfactorily as prescribed by ITPO.	Rs. 10,000.00	For first instance later on ITPO's Decision
J	Poor quality of work i.e. improper cleaning, sanitation.	Up to Rs. 2500.00 Inspection by Senior Manager Up to Rs. 5000.00 Inspection by HoDs	Per instance
K	Damage to any of the equipment installed at Exhibition hall and due to presence of rodent is noticed or any damage to equipment due to rodent takes place	Rs. 1300.00	Per instance
L	Damage, theft, loss, missing of amenity items	Rs. 2500.00	For first instance later ITPO's Decision
M	Involvement of staff in any anti-social activity, Bandh, Strike.	Up to Rs. 25,000/-	Per instance
N	Fails to perform any of the Pest Control activities (fogging, misting/spraying & rodent control) and sanitization as per the schedule described (date etc.), a penalty	Rs. 500	Per day
O	Staff late arrival on duty & early leaving from duty. Repeated cases of late arrival on duty & early leaving will invite penalty as per penalty clause	Rs. 150.00	Per staff per day
P	Non-compliances of any other provisions of labour Laws,	Up to Rs. 10,000.00	Per instance



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	statutory payments etc. pointed out.		
Q	In case disposal of cleaning waste is not done by the contractor at the prescribed in respective ITPO designated site.	Rs. 2500.00	Per day
R	Spitting, Smoking, alcoholic drinks by staff inside the ITPO premises.	Rs. 200.00	Per staff per instance
S	Misuse of mobile phone on duty/Listening to music on Mobile/other devices leading to negligence in duty.	Rs. 500.00	Per instance
T	Failed to submit police verification reports of deployed staff within 60 days & Absence/Improper documentation.	Rs. 500.00	Per staff per day
U	Fails to deploy machines within 15 days	Rs. 500.00	Per machine per day
V	Fails to deploy supervisor / Head of operation	Rs. 500.00/2000.00	Per day per person
X	Non-availability/Inadequate stock of consumables for meeting the service level performance decided by ITPO Official or usage of wrong detergents/chemicals for cleaning and housekeeping.	Rs. 500.00	Per instance

**2. For Machinery & Equipments**

<b>SN</b>	<b>Type of Machinery &amp; Equipment</b>	<b>Non-working per day</b>	<b>Non-deployment per day</b>
A	Ride on - Heavy Duty Vacuum Sweeper	Rs. 500/-	Rs. 1000/-
B	Vacuum Sweeper Walk Behind	Rs. 400/-	Rs. 1000/-
C	Single disc scrubbing / Polishing machine	Rs. 300/-	Rs. 500/-
D	Vacuum Cleaner (Dry Vacuum) Hand Help / Back Pack	Rs. 200/-	Rs. 500/-
E	Scissor Lift	Rs. 500/-	Rs. 1000/-
F	Telescoping Self Supporting	Rs. 200/-	Rs. 500/-

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	Extension Ladder - off sizes		
G	Loader with driver	Rs. 1000/-	Rs. 2000/-
H	9cum capacity Tipper truck	Rs. 1000/-	Rs. 2000/
I	1cum capacity auto Tipper	Rs. 500/-	Rs. 1000/
J	Dustbins (120 litre)	Rs. 100/-	Rs. 200/
K	Dustbins (1100 litre)	Rs. 200/-	Rs. 500/

Note:

- If the machines deployed at stations is not working more than 48 hours, the penalty will be imposed as per the table above. However, Contractor has to ensure the same quality of cleaning with other means.
- ITPO will also have the right to object to any machinery which, though has been deployed but is not giving optimum results and which, in reasonable opinion of the Employer, can be replaced with any alternate machine to achieve optimum or better results. Contractor shall make endeavors to get such machine(s) replaced with the alternate one(s). Proper/ safe cable with suitable plug shall be provided on all machines. Loose wire connection shall not be permitted. The responsibility of maintaining all machines and equipment shall be on the Contractor and ITPO shall in no way be responsible for the same.
- Penalty for unsafe practices shall be Rs 2,000/- per instance.

#### **9.14 Miscellaneous**

- 9.14.1 The bidder shall be permitted to display a small signage having such content as is pre- approved by ITPO, at a space identified by ITPO of such size and shape as ITPO may deem fit within the Premises.
- 9.14.2 That failure of either party to this Agreement to enforce at any time or for any period of time, all or any provision(s) of this Agreement shall not be construed to be waiver of such provision(s) or of the right thereafter, to enforce all or any such provision(s) of this Agreement.
- 9.14.3 That if any provision(s) of this Agreement shall be determined to be void or unenforceable under any law, such provision(s) shall be deemed amended or deleted to the extent necessary to conform to Applicable Law(s) and the remaining provision(s) of this Agreement shall remain valid and enforceable. Provided however that, whenever a question of interpretation of any provisions this Agreement is involved, The bidder agrees to the interpretation and intent already captured in this Agreement and shall not resort to any interpretation that seeks to dilute the obligations and/ or

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liabilities of The bidder vis-à-vis ITPO, and/ or shifts the same against the interests of ITPO.

- 9.14.4 That all costs, charges, and expenses payable on or in respect of this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement, including stamp duty and registration charges of this Agreement, if any, shall be borne and paid by The bidder.
- 9.14.5 That any notice, letter or communication to be made, served or communicated to a party to this Agreement shall be in writing and be deemed to be duly made, served or communicated, only if, the notice or letter or communication is addressed to the party at its address as mentioned in this Agreement or to any such other address as may be intimated in this behalf and sent by either e- mail/ speed post/ registered post/ fax or personally handed over with acknowledgement due.
- 9.14.6 That this Agreement constitutes the entire agreement between the Parties and revokes/supersedes all previous discussions/ correspondence/ memorandum of understanding or Agreements between the parties whether written, oral or implied, if any, concerning the matters covered herein in this Agreement. This Agreement shall not be changed or modified except by written amendment duly agreed and signed by the parties to the present Agreement.
- 9.14.7 The parties to the Agreement, before executing the Agreement, have clearly understood their rights/duties/liabilities/ responsibilities or obligations under all clauses of this Agreement and have agreed to abide by the term(s) and condition(s) of this Agreement.
- 9.14.8 That Annexure (s) to this Agreement is/are part and parcel of this Agreement and be read in conjunction with this Agreement while interpreting the terms and conditions of this Agreement.
- 9.14.9 That this Agreement shall be executed in two counterparts and each Party shall retain one original copy.

**IN WITNESS WHEREOF** the Parties hereto have set their hands and seal to these presents on the day, month and year first mentioned above.

Signed for and on behalf of ITPO  <b>ITPO.</b>	Witness: 1
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Signed for and on behalf of the Second Party  <b>“Name of the company”</b>	Witness: 2
Signed for and on behalf of the Third Party  <b>“Name of the company”</b>	

**Annexure 1: Service Level Performance Indicators**

S. No	Category	Nature of Job	Service level description	Frequency of Service (minimum)	
				For Non Event Days	For Event Days
1	General	General Services	To maintain the cleanliness and hygiene at all the locations in the property	Daily	Daily
			No foul smell inside the premises	Daily	Daily
			Ensure to no flies/mosquitoes/rodents/lizards	Daily	Daily
		Deep cleansing	Stairways, surrounding common areas, AHU Rooms, basement, car parking, etc. Ceiling, walls, partitions etc. Toilet and Wash rooms	Weekly	Daily
		Window glass cleaning	Interior face of glasses will be cleaned throughout the building.	Weekly	Daily
		Sanitizing	Office desk paper bins would be cleaned and sanitized. All washrooms' dustbins would be thoroughly cleaned and sanitize. Waste bins from Pantry and Cafeteria areas would also be thoroughly cleaned and sanitized with disinfectants. Thorough washing of all walls and doors of all toilets with appropriate detergent and disinfectants. During monsoon season the	Weekly	Daily

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S. No	Category	Nature of Job	Service level description	Frequency of Service (minimum)	
				For Non Event Days	For Event Days
			Contractor has to ensure periodic cleaning of the basement, etc. with suitable materials for removing the algae / green patches formation.		
			Sanitization as per applicable Government Covid guidelines.		One day prior to event
		Dusting, wiping, cleaning,	<p>Deep cleaning, dusting and wiping of Handles, doors, door closers, fittings, windows, curtains etc.</p> <p>Cleaning, dusting and wiping of false ceilings.</p> <p>After Cleaning, dusting and wiping of various items, these shall be free from dirt, grime, dust and marks.</p> <p>External cleaning of all water coolers using suitable cleaning materials.</p> <p>Cleaning of all the terraces.</p> <p>Cleaning, dusting, cobwebs &amp; Wiping of the sub-station building.</p> <p>Dusting of fire extinguishers, fire hydrant heads.</p> <p>Dusting of window sills and blinds.</p> <p>Cleaning of ceiling fans, pedestal fans, wall mounted fans, indoor split AC units, window ACs, etc.</p>	Fortnightly	Weekly and One day prior to event
		Scrubbing	Scrubbing of all floor areas with scrubbing machines.	Fortnightly	Weekly and One day prior to event

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S. No	Category	Nature of Job	Service level description	Frequency of Service (minimum)	
				For Non Event Days	For Event Days
		Interior Finishing & Cladding, Overhead & underground tank	<p>Proper cleansing / maintenance of vertical blinds/ curtains, with repairing wherever required using suitable material.</p> <p>Deep cleaning of all service ducts (on additional Cost with specialised tools and tackles and technology), <i>chajja</i>, rain water <i>Khurra</i> in the floor/terrace, etc.</p> <p>The contractor has to ensure necessary safety precautions by the workers including wearing protective equipment's like safety belt, safety helmet, shoes, etc. while executing the work</p> <p>in the ducts, chajjas, etc.</p> <p>The Contractor shall also undertake deep cleaning of internal building walls, glasses, glass windows etc. by using suitable method.</p> <p>Cleaning of overhead and underground tanks by using suitable equipment's with proper safety precautions and optimizing water usage to avoid wastage of water.</p>	Fortnightly	Weekly and One day prior to event
2	External Area and Periphery	Monitoring of garden/green areas, plotters etc and horticulture work	Cleaning of Storm Drain.	Daily	Daily
			Garbage Disposal of F&B waste.	If required	Daily
			All external walkways, Softscape & hardscape, pathways and landings are clean	Daily	Daily

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S. No	Category	Nature of Job	Service level description	Frequency of Service (minimum)	
				For Non Event Days	For Event Days
			Cleaning of Sewer lines.	If required	If required
			To keep the periphery of the premises free of any litter and dust	Daily	Daily
3	Internal Areas inside the respective buildings		Cleaning of all the interior spaces inside the buildings including reception, lobbies, conference rooms, meeting rooms, pantry, dining area, pre function area, , exhibition halls, foyer, VIP rooms, MEP rooms, AV and IT rooms, offices, lift lobbies, Data centres (under the supervision of IT division), security rooms, CCTV rooms, guard houses security cabins, all offices, store rooms, corridors, passages, balconies, etc.	Daily	Daily
			Cleaning of all fixed and movable furniture's including seats, tables, chairs, sofas, stage, almirahs, cupboards, benches, computers, printers etc if installed.	Daily	Daily
			General Cleaning of all Lifts, Escalators, MEP equipment, Audio visual equipment and IT equipment, servers, racks, retractable seats and mechanical systems, projectors, all security equipment including boom barrier, baggage scanners, DFMD's, Parking equipment including ticketing booth and kiosks, etc	Daily	Daily
			Shampoo Cleaning of all Carpets Sofas, Chairs	Quarterly	Quarterly
			Floors buffed and polished	Weekly	Weekly



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S. No	Category	Nature of Job	Service level description	Frequency of Service (minimum)	
				For Non Event Days	For Event Days
					and One day prior to event
			Walls in foyer and glass entrance doors and mirror windows are clean of any finger marks, stains or other marks	Daily	Daily
			Through cleaning of roof gutter and profile roof sheet and ensure no blockage during the rain.	Before Monsoon	Daily
4	Floors (At all floor levels including basements)	Vacuumin g	<p>Vacuuming all carpets runners and carpet protectors so that they are free of dirt, mud etc.</p> <p>Heavy industrial type vacuum cleaner would be used to ensure adequate cleaning. When completed, the area shall be free of all litter, lint, loose soil and debris.</p> <p>Chair, trash receptacles and easily movables items shall be moved to vacuum underneath, and then replaced in the original position.</p>	Daily	Before and after every event
		Sweeping / Cleaning	<p>Sweeping &amp; cleaning of all the floors areas including basements, terraces, stilts, drop off and pick up areas, parking areas etc. After sweeping all vitrified floors, areas would be machine scrub cleaned.</p> <p>Damp mopping of tiles, vitrified floors, staircase, elevators, floor, sidewalls and podium, compound areas etc.</p> <p>Floor shall be made free of stain,</p>	Daily	Daily

**Request for Proposal** – Automated Mechanized housekeeping for New Exhibition Halls at Bharat Mandapam New Delhi.

S. No	Category	Nature of Job	Service level description	Frequency of Service (minimum)	
				For Non Event Days	For Event Days
			<p>dirt, mud, sand, footprints, liquid spills and other debris.</p> <p>Chairs, computers &amp; its accessories/ printers, trash receptacles and easily movable items shall be moved to clean underneath.</p> <p>During inclement weather, the frequency of cleaning will be higher. When completed, the floors and halls shall have a uniform appearance with no streaks, smears, swirl marks, detergent residue, or any evidence of dirt remaining or standing water.</p> <p>Sweep clean of debris from walkways and driveways and hose clean them during appropriate climatic and water use condition.</p> <p>Cleaning of lift cabins, mirrors &amp; doors in all the floors.</p>		
			Ensure that all floors are clear of any spillage/dust/dirt	Daily	After every two hours
			Safety boards are used while mopping and cleaning	Daily	After every two hours
5	Toilets	Washrooms & Toilets Cleaning including	No leakage or blockage in the W/C or urinals and sensors are working properly, Soap dispensers, and dryers are in working condition. In case of any observation, to be raised	Daily (Twice a day)	After every two hours

**Request for Proposal** – Automated Mechanized housekeeping for New Exhibition Halls at Bharat Mandapam New Delhi.

S. No	Category	Nature of Job	Service level description	Frequency of Service (minimum)	
				For Non Event Days	For Event Days
		Janitor closets, change rooms etc.	to the ITPO or O&M agency.		
			Urinals, W/C, Basins, fittings to be clean	Daily (Twice a day)	After every two hours
			The soap dispensers, C- Fold and toilet rolls are present & refilled	As and when required	As and when required
			To maintain the cleanliness and hygiene of the toilets as they are one of the most visited areas by the customers	As and when required	As and when required
6	Staircases and Fire Exits		No spit marks on the floors	Daily	Daily
			The railings are clean. To maintain the cleanliness, hygiene and keep the area free of any litter	Daily	Daily
7	Basements		All the drains are clear	Daily	Daily
			There is no rubbish on the floors	Daily	Daily
			No stagnant water on the floor. To maintain the cleanliness, hygiene and keep the area free of any litter	Daily	Daily
			To keep the premises free of all pests. Non visibility of pest / rodents.	Daily	Daily
9	Garbage Management	Cleaning the floor of the garbage room / No overflowin	Dustbins are not more than 2/3rd full	Daily (Twice)	Daily (Twice)
			Adherence to garbage management schedule	Daily	After every two hours

**Request for Proposal** – Automated Mechanized housekeeping for New Exhibition Halls at Bharat Mandapam New Delhi.

S. No	Category	Nature of Job	Service level description	Frequency of Service (minimum)	
				For Non Event Days	For Event Days
		g of waste bins.	Cleaning and washing of all the garbage trolleys	Daily	After every two hours
			Emptying all wastepaper baskets from all floor areas and washing or wiping them clean with damp cloth, replacing plastic wastepaper basket linings and return them where they were located.  All waste from wastepaper baskets will be collected and deposited in the building's waste containers.  Dry and wet garbage would be segregated and dumped into designated area within the premises.  Collection of old newspapers, bundling & shifting to specified place.  All the wastes, trash, debris, garden waste etc have to be disposed from the campus on daily basis	Daily	After every two hours
			To ensure that the waste generated at site is handled stored and suitably dispose off at a designated location.	Daily	Daily
10	Interior Façade		All safety gadget before starting the work are in place.	Daily	Daily
			To ensure the area is free with dust and any visible stains	Daily	Daily
			Window frames and facade and ledges are clean	Daily	Daily

**Request for Proposal** – Automated Mechanized housekeeping for New Exhibition Halls at Bharat Mandapam New Delhi.

S. No	Category	Nature of Job	Service level description	Frequency of Service (minimum)	
				For Non Event Days	For Event Days
11	Material & Equipment storage		Storage Area should clean and tidy all the time	Daily	Daily
			If needed, The Contractor has to arrange for shifting of chairs, tables, cupboards, monitors, computers, printers, e-wastes, partition, spares, plotters, carpets, doormats, stationery/records, etc within the premises using suitable trolley. No item will be taken out of premises, without written permission. No additional charges shall be paid for such shifting.	Daily	Daily
			Equipment History card / Usage / Data card / Service card are filled	Daily	Daily
			Chemicals stored in racks and handled with care while issuing / transporting to their location.	Daily	Daily

## Annexure 2: Technical Proposal

### (I) Letter for Submission

We, [Bidder Name], hereby submit our Technical Proposal in response to the Request for Proposal (RFP) issued by India Trade Promotion Organisation (ITPO) for Selection of The bidder for Bharat Mandapam.

**Request for Proposal** – Automated Mechanized housekeeping for New Exhibition Halls at Bharat Mandapam New Delhi.

Enclosed herewith are documents required as per Document Checklist providing comprehensive details of our company's background, our track record in the Mechanized Housekeeping services, and our financial capabilities.

We hereby certify that all information provided in this proposal is accurate and complete to the best of our knowledge and belief.

**(II) Document Checklist**

<b>S.No</b>	<b>Document Requirement</b>	<b>Eligible (Yes / No)</b>	<b>Document Attached</b>	<b>Pg. No</b>
<b>1.</b>	<b>Firm Registration</b>			
1.1	Certificate of Incorporation certified by statutory auditor/charted accountant			
1.2	Copy of PAN Card certified by statutory auditor/charted accountant			
1.3	Copy of GST registration certificate certified by statutory auditor/charted accountant			
<b>2.</b>	<b>Financial Eligibility:</b>			
2.1	Summarized Balance Sheets and Statements of Profit and Loss (Audited) and attested by Chartered Account for last 6 years. (2019-20,2020-21,2021-22,2022-23, 2023-24, 2024-25) (Annexure 3)			
2.2	Certificate of Solvency from Scheduled Bank to the minimum extent of Rs. 08.00 Crores. (Annexure 5)			
<b>4.</b>	<b>Undertaking and Certifications</b>			
4.1	Undertaking for declaring and confirming that as on date we are not blacklisted or debarred by any Government of India department, Central public sector Enterprises (CPSE), nor we are under investigation or facing any proceedings that could result in such blacklisting or debarment. (Annexure 12)			
4.2	Proof of registration of valid latest ISO 9001, 14001, 45001 , SA-8000 certificates.			
<b>5.</b>	<b>Previous Experience</b>			
<b>5.1</b>	To be submitted in the format prescribed in Annexure 4.			
<b>6.</b>	<b>Integrity Pact</b>			
	Pre Bid Integrity Pact as per Annexure 13			

**Request for Proposal** – Automated Mechanized housekeeping for New Exhibition Halls at Bharat Mandapam New Delhi.

Signature of Authorized Person: Name

Designation and Seal.....

**Note:** The following list of documents needs to be mandatorily submitted by the Bidders as part of Technical Proposal. Non-submission of the documents may result in disqualification of the Bidder from the bidding process.  
**Technical proposal shall be page numbered and indexed**

**Annexure 3: Format for CA Certificate**

**Format for CA Certificate indicating minimum average annual turnover**

Amount in Rupees Crore \_\_\_\_\_.

Sr. No.	Particulars	FY 2024-25	FY 2023-24	FY 2022-23	FY 2021-22	FY 2020-21	FY 2019-20	Average of 3 of last 6 Years (Mention Years of average turnover)
1.	Operating Revenue							x
2.	Other Revenue							x
3.	Total Turnover (1+2)							

This is to certify that \_\_\_\_\_ (name of the bidder) has average Annual Turnover as shown above against the respective/s financial year/s

Unique Document Identification Number (UDIN): \_\_\_\_\_

Signature \_\_\_\_\_

Name of the Statutory Auditor \_\_\_\_\_

Membership No \_\_\_\_\_

Designation \_\_\_\_\_

Name of the Audit Firm \_\_\_\_\_

FRN \_\_\_\_\_

(Seal of the firm)

DATE \_\_\_\_\_

Note:

- The Bidder shall submit annual reports (financial statements: balance sheets, profit and loss account, notes to accounts etc. in support of the financial data duly certified by the statutory auditor/s. In case, company does not have statutory auditor/s, it shall be certified by the chartered accountant that ordinarily audits the annual financials of the company)

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_



**Request for Proposal** – Automated Mechanized housekeeping for New Exhibition Halls at Bharat Mandapam New Delhi.

DESIGNATION \_\_\_\_\_

COMPANY SEAL

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

**Annexure 4: Format for listing Work Experience**

This is to certify that \_\_\_\_\_ has successfully completed the following **Automated Mechanized Housekeeping services at similar nature of venues as per RFP eligibility criteria clause 5a**. We submit the proof of the same in terms of Work orders, Agreement and Completion/ Performance Certificate.

**Details of Experience in completed/ongoing Automated Mechanized Housekeeping services at similar nature of venues meeting eligibility criteria as per RFP clause 5a is as mentioned below:**

Sr . No	Client Name & Address	Venue Managed	In Progress / Completed work (Mention Start and End Date)	Contract Tenure in No. of Years with value of work done.	Brief Description of Work (Specific services duly mentioning built-up area of venue related to clause 5(a) to be mentioned specifically.
1.					
2.					
3.					
4.					
5.					

**\*Mandatorily attach Work orders, Agreement, Completion and Performance Certificate as proof for Mechanized Housekeeping services experience.**

FOR BIDDER

Signature of Authorized Representative [In full and initials]:

Name of Bidder:

(Name and seal of the Bidder)

**Annexure 5: Form of Bankers Certificate from Scheduled Bank**

This is to certify that to the best of our knowledge and information that M/s/Sh. ....

.....  
.....

.....h  
aving marginally noted address, ..... Customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... Rupees). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature) For the Bank

NOTE:

- (1) Bankers' certificates should be on letter head of the Bank, addressed to Senior General Manager, ITPO.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

## **Annexure 6: Financial Letter**

<Covering Letter (On Applicant's letter head)>

(Date and Reference)

To,

*Dear Sir,*

*Subject: Appointment of The bidder for providing Automated Mechanized Housekeeping Services at Bharat Mandapam, New Delhi*

*I/ We, (Applicant's name) herewith enclose the Financial Proposal for Automated Mechanized housekeeping for Hall No. 2,3,4,5&6, Basement Parking No 1, Gate Complex 3,4,5A,5B, Amphitheatre 1&2, adjoining toilets, and disposal of garbage's including Loading and unloading at Bharat Mandapam New Delhi.*

*I/ We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.*

*Yours faithfully,*

## **Annexure 7: Financial Proposal**

### **FINANCIAL BID**

Name of Work: \_\_\_\_\_

Name of The bidder: \_\_\_\_\_

<b>S. No</b>	<b>Description</b>	<b>-</b>	
		<b>(in INR.)</b>	<b>(in words)</b>
1.	Housekeeping Services - Manpower Cost (Refer Table 1: Part A)	_____	
2.	Housekeeping Machinery Cost (Refer Table 2 : Part B)		
3.	Hiring equipments cost for disposal of garbage (Refer Table 3: Part C)		
4.	Total Cost (Part A + Part B+ Part C)		

**Request for Proposal** – Automated Mechanized housekeeping for New Exhibition Halls at Bharat Mandapam New Delhi.

Table 1 : Format for Financial Bid Part A

<b>Automated Mechanized housekeeping for Hall No. 2,3,4,5&amp;6, Basement Parking No 1, Gate Complex 3,4,5A,5B, Amphitheatre 1&amp;2, adjoining toilets, and disposal of garbage's including Loading and unloading at Bharat Mandapam New Delhi.</b>									
<b>Operational Cost – Housekeeping Services- Manpower Details</b>									
<b>The bidder Name:</b>									
<b>Sr. No</b>	<b>Service &amp; Service Heads</b>	<b>Shift 1</b>	<b>Shift 2</b>	<b>Shift 3</b>	<b>Gen</b>	<b>Total (A)</b>	<b>Cost Per Unit Per Man-Month (B) (8 Hrs)</b>	<b>No. of Days Per Month (Only for Calculation Purposes)</b>	<b>Total Cost (for 24Months)</b>
									<b>(c)=a*b*24</b>
<b>HEADCOUNT REQUIRED</b>									
<b>A. Resource Deployment</b>									
1	Head of Operation	-	-	-	1	1		26	-
<b>B. Housekeeping Services During Event Days</b>									
2	Supervisor	-	-	-	18	18		26	-
3	Janitor				220	220		26	
<b>Overall Total (A+B+C)</b>					<b>238</b>	<b>238</b>			
<b>Total excluding GST</b>									
<b>Note:-</b>									
<p>1. The above numbers are average monthly resources to be deployed by the bidder during Event/Non-Event Days including gazetted/restricted holiday. These numbers include relievers also and for all three shifts throughout the day.</p> <p>2. In case of additional manpower skilled/semi-skilled/unskilled required onsite, additional billing will be done on pro-rata basis of the item rate as per contract value and approved by ITPO.</p>									

**Request for Proposal** – Automated Mechanized housekeeping for New Exhibition Halls at Bharat Mandapam New Delhi.

Table 2 :Format for Financial Bid Part B

<b>Automated Mechanized housekeeping for Hall No. 2,3,4,5&amp;6, Basement Parking No 1, Gate Complex 3,4,5A,5B, Amphitheatre 1&amp;2, adjoining toilets, and disposal of garbage's including Loading and unloading at Bharat Mandapam New Delhi.</b>								
<b>Sr. No</b>	<b>Type of Machine</b>	<b>Mode of Operation</b>	<b>Min Coverage per Hour in Sqm</b>	<b>Min Specs</b>	<b>Min. Qty (A)</b>	<b>Total No. of Months deployed (B)</b>	<b>Rate per Month (In INR Cr.) ( C)</b>	<b>Amount Quoted by the Bidder for each item (In INR Cr.) A X B X C</b>
1	Ride on - Heavy Duty Vacuum Sweeper	Battery Operated	15,000.00	Brush Width - 2 x 1500 mm; Hopper Capacity- 500 Liters	2			
2	Vacuum Sweeper Walk Behind	Battery Operated	2,000.00	Brush Width - 1 x 650 mm; Hopper Capacity- 35 Liters	2			
3	Single disc scrubbing / Polishing machine	Battery Operated	1,000.00	Scrubbing Width - 350 mm; Solution & Recovery Tank - 10 Liters	1			
4	Vacuum Cleaner (Dry Vacuum) Hand Help / Back Pack	Electrical/ Battery	NA	Dry; Tank Capacity 5 Liters	2			
5	Scissor Lift	Electrical/ Battery	-	For Repair & Maintenance for corridors' ceilings equipment and fitments.	2			

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<b>Automated Mechanized housekeeping for Hall No. 2,3,4,5&amp;6, Basement Parking No 1, Gate Complex 3,4,5A,5B, Amphitheatre 1&amp;2, adjoining toilets, and disposal of garbage's including Loading and unloading at Bharat Mandapam New Delhi.</b>								
Sr. No	Type of Machine	Mode of Operation	Min Coverage per Hour in Sqm	Min Specs	Min. Qty (A)	Total No. of Months deployed (B)	Rate per Month (In INR Cr.) (C)	Amount Quoted by the Bidder for each item (In INR Cr.) A X B X C
6	Telescoping Self Supporting Extension Ladder - off sizes	Manual	-	For general operation and maintenance purposes	4			

- In case of additional requirement of machines, the rate quoted by the Successful Bidder in the BOQ shall be applicable and billed accordingly.**
- Operators for the machinery/equipment will be out of the manpower mentioned in Table 1: Part A specifically skilled to operate the machinery/equipment in Table 2: Part B.**

Table 3: Format for Financial Bid Part C

<b>Automated Mechanized housekeeping for Hall No. 2,3,4,5&amp;6, Basement Parking No 1, Gate Complex 3,4,5A,5B, Amphitheatre 1&amp;2, adjoining toilets, and disposal of garbage's including Loading and unloading at Bharat Mandapam New Delhi.</b>										
<b>Operational Cost – Disposal of Garbage including Loading &amp; unloading</b>										
<b>The bidder Name:</b>										
Sr. No	Service & Service Heads	Shift 1	Shift 2	Shift 3	Gen	Total (A)	Cost Per Unit Per-Month (B) (12 Hrs)	No. of Days Per Month (Only for Calculation Purposes)	Total Cost (for 24Months)	
										<b>(c)=a*b*24</b>
1	Hiring of 9 cum capacity Tipper including Driver for disposal of garbage up to MCD designated dumping yard.(Minimum 02 trip included in a day)	-	-	-	5	5		30	-	



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<b>Automated Mechanized housekeeping for Hall No. 2,3,4,5&amp;6, Basement Parking No 1, Gate Complex 3,4,5A,5B, Amphitheatre 1&amp;2, adjoining toilets, and disposal of garbage's including Loading and unloading at Bharat Mandapam New Delhi.</b>									
2	Hiring of 9 cum capacity Tipper including Driver for disposal of garbage up to inside the premises.(Minimum 03 trip included in a day)				2	<b>2</b>		<b>30</b>	
3	Hiring of 1 cum capacity Tipper including Driver for disposal of garbage up to inside the premises.(Rate to be coated per trip)				4	<b>4</b>		<b>30</b>	
4	Hiring of Loader through a month including loading and unloading manpower.				1	<b>1</b>		<b>30</b>	
5	Placement of Dustbin on rental basis (120 Litre Heavy duty) including cleaning & maintenance. Make: Supreme, Neelkamal, Milton or equivalent)				200	<b>200</b>		<b>30</b>	
6	Placement of Dustbin on rental basis (1100 Litre Heavy duty) including cleaning & maintenance. Make: Supreme, Neelkamal, Milton or equivalent)				12	<b>12</b>		<b>30</b>	

## **Annexure 8: Performance Bank Guarantee Form**

To,  
India Trade Promotion Organisation,  
Ministry of Commerce and Industry, Govt. of India  
Pragati Maidan, New Delhi  
Pin – 110001

In consideration of the India Trade Promotion Organisation (herein called the “Authority”) having to enter into an Agreement with M/s..... (herein called the “The bidder”) as a follow up to the Letter of Award no..... dated..... Issued by the Authority for **“Automated Mechanized housekeeping for Hall No. 2,3,4,5&6, Basement Parking No 1, Gate Complex 3,4,5A,5B, Amphitheatre 1&2, adjoining toilets, and disposal of garbage’s including Loading and unloading at Bharat Mandapam New Delhi.”** on production of Performance security in the form of Bank Guarantee for INR ..... (Rupees.....only), at the request of ....., We, (Bank) do hereby undertake to pay the Authority an amount not exceeding INR..... (Rupees ..... Only) against any default or failure on the part of The bidder to perform the contract in accordance with the terms & conditions or any breach of the said Agreement.

1. We, (Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Authority stating the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said The bidder or any of the terms conditions contained in the said timeframe or by reason of the bidder’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR..... (Rupees only).
2. We, (Bank) undertake to pay the Employer any money so demanded notwithstanding any dispute or disputes raised by The bidder in any suit or proceeding pending before any court or Tribunal relating thereto, liability under this present being absolute unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and The bidder shall have no claim against us for making such payment.
3. We, (Bank) further agree that the Guarantee herein contained shall remain full force and effect till completion of project work to the complete

**Request for Proposal** – Automated Mechanized housekeeping for New Exhibition Halls at Bharat Mandapam New Delhi.

satisfaction of the Authority in terms of conditions of contract and Letter of Award (LoA) and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Agreement have been fulfilled and its claim satisfied or till the scheduled date of completion of Works as per the Agreement. We (Bank) shall consider that the terms and conditions of the said Agreement have been fully and properly carried out by the said The bidder and accordingly discharge this Guarantee after 90 days from the date of completion of the said contract unless a demand or claim under this Guarantee is served by the Authority in writing on the bank but before the expiry of the said period in which case it shall be enforceable against the bank notwithstanding the fact that same is enforced after the expiry of the said period or after the extended period as the case may be.

4. We, (Bank) further agree with the Authority that the Authority shall have fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time or performance by the said The bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said The bidder and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said The bidder or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said The bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for the provision, have effect of so relieving us.
5. It shall not be necessary for the Employer to proceed against The bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the bank notwithstanding any security which the Authority may have obtained or obtain from The bidder at the time when proceedings are taken against the bank hereunder be outstanding unrealized.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to INR ..... (Rupees..... Only) and shall remain in force until ..... or otherwise until the extended date by the Employer. Unless a claim or suit under this guarantee is filed with us on or before the extended date ..... ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the bank shall be relieved and discharged from all liabilities therein.
7. This Guarantee will not be discharged even if there is a change in the constitution of the Bank or the bidder.

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8. We, (Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing.

Dated the ..... of..... 2024

For.....

(Indicate the name of bank)

Signature.....

Name of the Officer .....

(In Block Capitals)

Designation

Code No.....

Name of the bank and Branch (SEAL)

## **Annexure 9: Performa of BG in Lieu of EMD**

ATTESTED BY (NOTARY PUBLIC)

### **PROFORMA OF BANK GUARANTEE IN LIEU OF EMD (TENDER BOND)**

(Judicial Stamp paper of appropriate value as per stamp Act-of respective state)

India Trade Promotion Organisation, (ITPO)

Bharat Mandapam, New Delhi - 110001

In consideration of India Trade Promotion Organisation, having its Registered Office at Bharat Mandapam, New Delhi - 110001 (hereinafter called "ITPO" which expression shall unless repugnant to the subject or context include its successors and assigns) having issued Notice Inviting Tender No**180 – ITPO/ GM / 2025-26/01** and M/s..... having its Registered Head Office at..... (Hereinafter called the "TENDERER") is to participate in the said tender for **“Automated Mechanized housekeeping for Hall No. 2,3,4,5&6, Basement Parking No 1, Gate Complex 3,4,5A,5B, Amphitheatre 1&2, adjoining toilets, and disposal of garbage’s including Loading and unloading at Bharat Mandapam New Delhi.”** Whereas ITPO, as a special case, has agreed to accept an irrevocable and unconditional Tender Bond Guarantee for an amount of Rs..... valid upto..... from the tenderer in lieu of Cash Deposit of Rs..... required to be made by the tenderer, as a condition precedent for participation in the said tender. We the.....(hereinafter called the "BANK") having its Registered, Office at..... and branch office at..... do hereby unconditionally and irrevocably undertake to pay to ITPO immediately on demand in writing and without demur/protest any amount but not exceeding Rs..... Any such demand made by ITPO shall be conclusive and binding on us irrespective of any dispute or differences that may be raised by the tenderer. Any change in the constitution of the tenderer or the Bank shall not discharge our liability under the guarantee.

We, the..... Bank, lastly undertake not to revoke this guarantee during its currency without the prior consent of ITPO in writing and this guarantee shall remain valid upto..... Unless a claim is made within three months from the date of expiry i.e. .... (three months after the date of expiry), we shall be relieved of our liability under this guarantee thereafter.

FOR AND ON BEHALF OF BANK

PLACE :  
DATED :  
WITNESS.

- 1.
- 2.

### Annexure 10: List of Sanitary Fixtures

Description	Detail of toilet Fixtures					Accessible Toilets
	WC	WB	Urinal	HD	SD	
Hall 2 ( GF, Mezzanine & FF)	76	67	123	20	43	20
Hall 3( GF, Mezzanine & FF)	77	71	99	22	38	18
Hall 4( GF, Mezzanine & FF)	79	67	97	20	45	18
Hall 5( GF, Mezzanine & FF)	101	98	199	20	56	18
Hall 6( GF, Mezzanine)	88	84	110	16	64	6
Amphitheatre toilet 1&2	76	96	112	8	80	8
Driver lounge Toilets	6	6	---	3	3	3
Gate toilets	4	4	---	---	---	4
Common Toilets	15	8	---	---	---	1

### Annexure 11: Area Statement

The following details of building areas are as under:

S. No	Building detail	Built up area in Sq.mt
1.	Hall 2 (GF, Mezzanine& FF)	14719.12
2.	Hall 3 (GF, Mezzanine& FF)	14819.95
3.	Hall 4 (GF, Mezzanine& FF)	14839.07
4.	Hall 5 (GF, Mezzanine& FF)	28310.26
5.	Hall 6 (GF, Mezzanine)	15208.00
6.	Amphitheatre 1&2	1650.00
7.	F&B (08 Nos)	2400.00
8.	Basement Parking 1	35000.00
9.	Service Block	2500.00
10.	Canopy Area	5000.00

**Request for Proposal** – Automated Mechanized housekeeping for New Exhibition Halls at Bharat Mandapam New Delhi.

<b>Total Built-up Area of above Buildings</b>	<b>134446.40 Sqm</b>
---	----------------------

<b>Total open area including exhibition, road pathways, Hardscape and softscape etc.</b>	<b>125000.00 sqm</b>
--	----------------------

**\*Note: Areas mentioned above are tentative and are for reference purpose only.**

- A. All the spaces/areas which are shown in the hatched area in Annexure \_ Master plan and the basement plan are to be considered in the scope of this RFP which includes Security cabins , Gate offices, Swachh Bharat Toilets, public toilets, workers toilets , Amphitheatre, F& B areas, Parking (open & covered), water bodies, roads & pathways, MEP rooms, Ticketing plaza, Drivers and workers rest rooms, toilets, lounges, Boundary wall, Softscape , Hardscape, terrace areas of all the buildings etc.

## **Annexure 12: Letter of Undertaking for Blacklist**

[This undertaking shall be provided by the Bidder] [On the letter head of the Bidder]

[Date]\_\_\_\_\_

Subject: RFP for Automated Mechanized housekeeping for Hall No. 2,3,4,5&6, Basement Parking No 1, Gate Complex 3,4,5A,5B, Amphitheatre 1&2, adjoining toilets, and disposal of garbage's including Loading and unloading at Bharat Mandapam New Delhi.

Capitalized terms used herein and not defined shall have the meaning ascribed to them under the Request for Proposal dated ("RFP").

We [please insert the full name of the Bidder] hereby declare and confirm that we have read and understood all the terms and conditions of the RFP including the specific conditions of RFP, the Annexures therein and we hereby confirm the said terms and conditions are acceptable to us. We declare and confirm that we satisfy, and are compliant with, the Eligibility Criteria as set out under Chapter 5 to the RFP. We undertake to execute the Service Agreement in the manner and within such period as may be required by ITPO and further undertake to abide by the terms and conditions of the Letter of Intent to Award and the Service Agreement in case we are declared as Successful Bidder.

We declare that there is no pending, active, previous or threatened litigation against us in relation to or in connection with the operation of the mechanized housekeeping services being run by us across India or anywhere else that (i) materially affects our subsistence; or (ii) would prevent us from making the Proposal or executing the Service Agreement and fulfilling the terms and conditions of the same in the event that we are the Successful Bidder.

We further declare and confirm that we are aware of the required Approvals and other clearances to be obtained for undertaking our obligations for commencing mechanized housekeeping services under the Applicable Laws and undertake.

**We further declare and confirm that**, as of the date of submission of the bid; my agency not blacklisted or debarred by any Government of India department, Central Public Sector Enterprise (CPSE), nor is under investigation or facing any proceedings that could result in such blacklisting or debarment.

•  
We further declare and confirm that (i) making and submission of Proposal under RFP; (ii) acceptance of Letter of Intent to Award; (iii) execution of the



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Service Agreement and thereby undertaking our obligations to undertake Services as providing RFP and that may be approved and/or notified, in writing, by the Authority from time to time during the events at Bharat Mandapam, New Delhi. does not infringe in any manner, whatsoever the existing contracts that we have entered into as on the date of the RFP.

We confirm that no benefit, either in cash or in kind, has been provided by us to any officer or employee, or any relative/associate of any officer or employee of ITPO or any of its associate companies, in order to secure the Contract, and undertake not to provide any benefit, either in cash or in kind, to any such officer/employee/relative/associate as a reward or consideration either for securing the award or any other matter relating to this RFP.

We accept that in the event that the documents submitted by us along with the Proposal are found by ITPO to be inadequate/ false/ incorrect/misleading/incomplete, the Proposal may be rejected by ITPO without assigning any reasons thereof. In addition, ITPO reserves its right to prohibit us from participation in any further tenders/bids of ITPO.

We acknowledge that ITPO reserves itself the right to reject the Proposal without assigning any reason there to. We further acknowledge that ITPO is not bound to accept the highest or any Proposal.

We acknowledge that ITPO may share the Proposal and any other information provided by us during the Bid Process or at any time thereafter with its advisors and agents, and we consent to the same.

Upon being issued the Letter of Intent to Award, we undertake to (a) fulfil the conditions specified in the Letter of Intent to Award; (b) furnish the Performance Bank Guarantee; (c) such other undertakings as are prescribed to be issued under and in accordance with the Service Agreement and/or the Letter of Intent to Award; (d) execute the Service Agreement upon completion of the conditions specified in the Letter of Intent to Award; (e) ensure compliance with our obligations as per the terms and conditions of the Agreements and be liable and responsible for such compliance.

We confirm that this RFP is confidential and personal to us and we will not disclose any information set out in this RFP to any person, association of persons or body corporate, except as permitted by ITPO.

[Name of the Bidder]

Address :

Tel no (Office):

Authorized Signatory

Name and Designation:

## **Annexure 13: Integrity Pact Format**

### **INTEGRITY PACT FORMAT**

Between

ITPO hereinafter referred to as "The Principal"

And

\_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor"

#### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for (Description of the Equipment). The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relation with its Bidder/s and/or Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process from the beginning till execution of the contract for compliance with the principles mentioned HEREIN.

#### **Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

I. No employee of the Principal, personally or through family members, will, in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for him/herself or a third person, any material benefit which he/she is not legally entitled to.

II. The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder

could obtain an advantage in relation to the tender process or the contract execution.

III. The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and, in addition, can initiate disciplinary action.

## **Section 2 - Commitments of the Bidder/Contractor**

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

I. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to the Principal, to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.

II. The Bidder/Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness.

III. The Bidder/Contractor will not commit any criminal offence under the relevant Anti-Corruption Laws of India. Further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

IV. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends

to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (3) The Bidder/Contractor may indicate the advantage of his offer compared to the tender terms and conditions. The Bidder/Contractor shall not make any commitment whatsoever on the offers/products of other bidder(s) thereby influencing the Principal to take a decision in favor of the former.
- (4) A person signing the Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait for their decision in the matter.
- (5) Foreign Bidders must disclose the name and address of agents and representatives in India, and Indian Bidders must disclose their foreign principals or associates.
- (6) Bidders must disclose the payments to be made to agents/brokers or any other intermediary.
- (7) Bidders must disclose any transgressions with any other company that may impinge on the anti-corruption principle.

**Section 3 - Disqualification from Tender Process and Exclusion from Future Contracts**

1. If the Bidder, before contract award, has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as a Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.
2. If the Bidder/Contractor has committed a serious transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions, the position of the transgressors within the

company hierarchy of the Bidder, and the amount of damage. The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.

3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Forfeiture of Earnest Money Deposit/Security Deposit**

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to forfeit the bidder's Earnest Money Deposit.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to forfeit the Earnest Money Deposit/Security Deposit.

#### **Section 5 – Previous Transgression**

(1) The Bidder declares that no previous transgression occurred in the last three years with any other company in any country confirming to the TI approach or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If the bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 – Equal treatment of all bidders/contractors/sub-contractors**

(1) The bidder/contractor undertakes to demand from all sub-contractors the commitment consistent with this integrity pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into an agreement with identical conditions as this one with all bidders, contractors, and sub-contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this pact and submit it to the Principal along with the offer.

### **Section 7 – Criminal charges violating Bidders/Contractors/Sub-Contractors**

If the Principal obtains knowledge of conduct of a Bidder/Contractor/Sub-Contractor, or of an employee or a representative or an associate of a Bidder/Contractor/Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the vigilance office.

### **Section 8 – External Independent Monitor**

(1) The Principal appoints a competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.

(3) The Monitor has the right of access without restriction to all project documentation of the Principal. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor is under a contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right

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to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(6) The Monitor will regularly submit a written report to the Chairman of the Board of the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within a reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

**Section 10 – Other Provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

\_\_\_\_\_

\_\_\_\_\_

For the Principal

For the Bidder/Contractor

Place: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Date: \_\_\_\_\_

Witness 2: \_\_\_\_\_