



Annexure: I
INDIA TRADE PROMOTION ORGANISATION
E-TENDER NOTICE

Online percentage rate bids are invited on behalf of CMD, ITPO, in two bid system for the work **Setting up of stalls for India International Leather Fair-2023 &2024 and other events at Chennai (2 Years) S.H- Misc. civil works as erecting of flag poles, buntings,brandings and providing water and compressed air lines, etc (on hire basis for fair period)**”from Specialized agencies dealing in the field of “Misc. civil works as erecting of flag poles, buntings,brandings and providing water and compressed air lines, etc. on hire basis in the fairs”.

The detail of tender is as under.

S.N	Name of work	Time for Completion	Estimated Cost(Rs)	Earnest Money(Rs)	Cost of Tender (Rs)
1.	Setting up of stalls for India International Leather Fair-2023 &2024 and other events at Chennai (2 Years) S.H- Misc. civil works as erecting of flag poles, buntings,brandings and providing water and compressed air lines, etc (on hire basis for fair period)	Running contract for two year	38,13,628/-	76,300/-	590/-

- The above work includes for **Setting up of stalls for India International Leather Fair-2023 &2024 and other events at Chennai (2 Years) S.H- Misc. civil works as erecting of flag poles, buntings,brandings and providing water and compressed air lines, etc (on hire basis for fair period).**
- The tender documents are available on our website www.indiatradefair.com(for reference only) & www.eprocure.gov.in and same can be down loaded.

Eligibility Criteria:

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

- The agency should have **PAN, GST, ESI, EPF Registration and valid Electrical license or affidavit for association from agency having valid Electrical license .**
- The agency having experience of working in central/state government departments, central/state government organizations / PSU’S in the field of “**Misc. civil works as erecting of flag poles, buntings, brandings and providing water and compressed air lines, etc (on hire basis for fair period)**”.
- The Agency should not have been blacklisted by any Government of India organisation in the past. In all such cases, the tender would be rejected.
- The agency/company should not have been involved in any kind of litigation, legal cases or ever been blacklisted by any government department or have any pending government investigation against them either directly or indirectly.
- The intending bidders must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.
- EMD Payment & Tender cost: Earnest Money Deposit & Cost of tender is to be deposited in the account of ITPO before the last date of bid submission and upload the mandatory scanned document of EMD payment. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited in ITPO Account has been verified by tender opening authority and are found in

7. The bidder should have had average annual financial turnover @50% of the estimated cost, i.e. Rs. **19,06,814/-** during immediate last three consecutive financial years ending 31st March . 2022. (Scanned copy of certificate from CA to be uploaded only).
8. The agency/company Should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of month previous to the one in which tenders are invited.
- One similar work costing not less than 80% of estimated amount put to tender i.e (**Rs. 30,50,903/-**)
OR
 - Two similar works each costing not less than 60% of estimated amount put to tender i.e (**Rs.22,88,177/-**)
OR
 - Three similar works each costing not less than 40% of estimated amount put to tender i.e(**Rs. 15,25,452/-**)
(The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of the month previous to the one in which tenders are invited.
(Similar work shall mean works of “**Misc. civil works as erecting of flag poles, buntings,brandings and providing water and compressed air lines, etc (on hire basis for fair period)**”).
(The completion certificate issued by the officer in charge will have to be furnished along with all the details. **The completion certificate must clearly indicate:-**
 - The date of start ,date of completion and total work done amount
 - Nature of work
 - That the work has been completed satisfactorily.
(The copy of any other details related to the work if required may be asked from the bidder after opening of eligibility bids. There is no need to upload entire voluminous schedule and abstract of work.
9. The agency/company Should have the following
- Gross Annual Turnover of last three years ending 31st March 2022. Scanned copy of certificate from Chartered Accountant to be uploaded on portal at the time of submission of bid) contractor should upload **only Certificate from CA, mentioning Financial Turnover of last 3 years** as per the period as specified in **form –A**
(The Related further details if required may be asked from the contractor after opening of eligibility bids. There is no need to upload entire voluminous balance sheet.)

FORM-A
FINANCIAL INFORMATION
Financial Turnover of last 3 years

Description	Financial year 2019-20 (Rs.)	Financial year 2020-21(Rs.)	Financial year 2021-22 (Rs.)
a. Gross annual turnover			

Signature of Chartered Accountant with Seal

Signature of Bidder(s).

- ii. The agency/company Should have a **Solvency equal to 40 % of the estimated cost** put to tender, Certified by his bankers (on the format prescribed in form -B) and **net worth certificate equal to 10%** of the estimate cost put to tender (on the format prescribed in form- C) issued by the certified Chartered Accountant. Certified copies of **Solvency** and **net worth certificate** should be uploaded on portal at the time of submission of bid.
(The Related further details if required may be asked from the contractor after opening of eligibility bids. There is no need to upload entire voluminous balance sheet.)

FORM-B
SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

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

- i. Bankers certificates should be on letter head of the Bank,
- ii. In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM- C
NET WORTH FROM CHARTERED ACCOUNTANT

It is to certify that as per the audited balance sheet and profit and loss account during the financial year....., the Net Worth of M/s(Name & Registered Address of Individual/firm/company), a s on(the relevant date) is Rs. after considering all liabilities. It is further certified that the Net worth of the company has not eroded by more than 30% in the last five years ending on (the relevant date).”

Signature of Chartered Accountant

Name of Chartered Accountant

.....

Membership No. of ICAI

.....

Date and Seal

10. The bidder can submit shortfall documents in online system if required and permitted by tender inviting officer, except the mandatory eligibility documents e.g Tender fee, EMD.
11. While selecting any of the cells in the BOQ, a warning appears that if any cell is left black the same shall be treated as “0”. Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
12. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of ITPO is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor’s service.
13. The contractor shall not be permitted to bid for works in ITPO, if the contractor or any of his/her near relatives are posted in ITPO. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him/her and who are near relatives to any officer in ITPO or ministry of commerce and industries. Any breach of this condition by the contractor would render him liable to be removed from the contract and further works in ITPO.
14. Tender documents may be downloaded from ITPO’s web site www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

INDICATIVE CRITICAL DATE SHEET

Published Date	08/12/2022
Bid Document Download Start Date	08/12/2022
Pre bid meeting Date	----
Bid Submission Start Date	08/12/2022
Bid Submission End Date	15/12/2022 at 3.00PM
Bid Opening Date	16/12/2022 at 3.00 PM

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

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

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

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

EMD Payment & Tender cost:

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

BANK Details for EMD Payment through NEFT/RTGS:

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

- a. The Hard Copy of original instruments in respect of cost of tender document must be delivered to **Regional Manager, Chennai, India Trade Promotion Organisation, Raja Annamalai Building, 2nd Floor, 72, Rukmani Lakshmipathi Road, Egmore, Chennai – 600008 or Manager (Electrical), India Trade Promotion Organisation , Hall No.-7 First Floor ,Pragati Maidan, New Delhi-110001** on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD/RTGS, etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.
- b. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.

Due consideration and relaxation in the norms for MSME/NSIC/Start up/MSE in Public procurement will be given as per the directions issued by Govt. of India and also preference would be given to SC/ST – MSME entrepreneurs up to 4% within the 20% ceiling earmarked for MSME entrepreneurs subject to the production of valid /relevant registration documents for the specific work i.e. **“Misc. civil works as erecting of flag poles, buntings, brandings and providing water and compressed air lines, etc (on hire basis for fair period)”** as required in NIT.

- **Submission of Tender**

The tender shall be submitted online in Two part, viz., technical bid and Financial bid.

All the pages of bid being submitted must be signed wherever required, and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

- **Technical Bid**

The following documents are to be furnished/ uploaded by the Contractor along with **Technical Bid within the period of bid submission** as per the tender document (As applicable):

- i) Scanned copy of Demand Draft/ RTGS of any scheduled Bank for tender fee and EMD.
- ii) Scanned copy of PAN, EPF, ESIC, GST registration and valid electrical license **or affidavit for association from agency having valid Electrical license**.
- iii) Certificate of Work Experience /Completion certificate issued by an officer in charge **from central/state government departments, central/state government organisations /PSU's**.
- iv) Scanned copy of Tender Acceptance Letter and Price Bid undertaking.
- v) Certificate of **Gross annual turnover** for last three financial years, **Solvency certificate** and **net worth certificate** as per eligibility criteria, in given format –A,B and C respectively.

Financial Bid

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

Annexure: II

Instructions for Online Bid Submission:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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

7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is
8. maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
10. Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
11. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

Annexure: III
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - Setting up of stalls for India International Leather Fair-2023 &2024 and other events at Chennai (2 Years) S.H- Misc. civil works as erecting of flag poles, buntings,brandings and providing water and compressed air lines, etc (on hire basis for fair period)

Dear Sir,

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

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure: IV**.FINANCIAL BID UNDERTAKING**

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

To, _____

Dear Sir/Madam,

I submit the Price Bid for **Setting up of stalls for India International Leather Fair-2023 &2024 and other events at Chennai (2 Years) S.H- Misc. civil works as erecting of flag poles, buntings,brandings and providing water and compressed air lines, etc (on hire basis for fair period)**

I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

1. I offer to work at the rates as indicated in the price Bid, Annexure IV inclusive **of all applicable taxes excluding GST@18%.**

Authorized Signatory
(Signature of the Authorized Person)

Annexure: V**INTEGRITY PACT****To,**

Sub: NIT No. - - - - -

for the work - **Setting up of stalls for India International Leather Fair-2023 &2024 and other events at Chennai (2 Years) S.H- Misc. civil works as erecting of flag poles, buntings,brandings and providing water and compressed air lines, etc (on hire basis for fair period).**

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Dear Sir,

It is hereby declared that ITPO is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement on behalf of the ITPO.

Yours faithfully,

(Regional Manager Chennai)

**GOVERNMENT OF INDIA
INDIA TRADE PROMOTION ORGANISATION**

General Detail of Notice Inviting Tender

Percentage rate tenders through e-tendering are invited on behalf of the CMD, ITPO for the following work from specialised agencies. **up to 3.00 PM on 15.12.2022**, which will be opened by him (or) his authorized representative at **3.00 PM on 16/12/2022** for the work of **Setting up of stalls for India International Leather Fair-2023 & 2024 and other events at Chennai (2 Years) S.H- Misc. civil works as erecting of flag poles, buntings, brandings and providing water and compressed air lines, etc (on hire basis for fair period)** The enlistment of the contractors should be valid on the last date of receiving of tenders. In case only the last date of receipt of tender is extended, the enlistment of contractor should be valid on the original date of receipt of tenders.

- 1.1.1 The work is estimated to cost Rs. **38,13,628/-** This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful tenderer on prescribed Form No. C.P.W.D. 7/8 which is available as a Govt. of India publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be three days for construction & one day for dismantling from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available. OR
The site for the work shall be made available in parts as specified below:
5. (i) Tenders shall be accompanied with Earnest money of Rs. **76,300/-** demand draft of a scheduled bank issued in favour of India Trade Promotion Organisation, New Delhi or NEFT/RTGS.
6. The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 3% (Three percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount if less than Rs.10, 000/-) OR Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs.1, 00,000/-) or Government Securities or Fixed Deposit Receipts in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued

to him by the Government and local conditions and other factors having a bearing on the execution of the work.

7. The competent authority on behalf of the CMD, ITPO does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
8. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
9. The competent authority on behalf of CMD, ITPO reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted
10. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
11. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders/Ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelope system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
12. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work, sign the contract consisting of:-

SCHEDULE 'E'

Schedule of component of Cement, Steel, other materials, Labour etc. for price escalation.- Nil

CLAUSE 10 CC

Component of Cement – expressed as percent of total value work.	N/A
Component of Steel-expressed as percent of total work.	N/A
Component of civil (except cement & steel)/Electrical construction	N/A
Materials-expressed as percent of total value of work.	
Component of labour-expressed as per cent of total value of work.	N/A
Component of P.O.L. – expressed as percent of total value work.	N/A

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of work;- Setting up of stalls for India International Leather Fair-2023 &2024 and other events at Chennai (2 Years) S.H- Misc. civil works as erecting of flag poles, buntings,brandings and providing water and compressed air lines, etc (on hire basis for fair period)

Estimated cost of work	Rs. 38,13,628/-
Earnest money:	Rs. 76,300/-
(i) Performance Guarantee	3% of tendered value
(ii) Security Deposit	2.5% of tendered value

General Rules & Directions:

Officer inviting tender RM (Chennai)
 Maximum percentage for quantity of items of work to be executed beyond
 Which rates are to be determined in accordance with Clauses 12.2 & 12.3 100%

Definitions

2(v) Engineer-in-Charge .Manager (Concern)

2(viii) Accepting Authority As per DFPR Sch. V of ITPO

2(x) Percentage on cost of materials and Labour to cover all overheads and profits. 15%

2(xi) Standard Schedule of Rates market rates

2(xii) Department ITPO (Engg.)

9(ii) Standard CPWD contract Form CPWD form 7/8 as modified & corrected upto date

Clause 1

(i) Time allowed for submission of Performance Guarantee
 From the date of issue of letter of acceptance 7 days

(ii) Maximum allowable extension beyond the period
 (Provided in i) above 4 days

Clause 2

Authority for fixing compensation under clause 2. GM (W)

Clause 2A

Whether clause 2A shall applicable No

Clause 5

Number of days from the date of issue of letter
 Acceptance for reckoning date of start 4 days

Mile stone(s) as per table given below:

Table of Mile Stone(s)

Sl. No.	Description of Milestone(Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
1.	1/8 th (of the whole work)	1/4 th (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each mile stone.
2.	3/8 th (- do -)	1/2 (- do -)	
3.	3/4 th (-do-)	3/4 th (-do-)	
4.	Full	Full	

Time allowed for execution of work**Running contract for two Years****Clause 6, 6A**

Clause applicable – (6 or 6A)

Clause 6A

Clause 7

Gross work to be done together with net payment/adjustment
 or advance for material collected, if any since the last such payment
 for being eligible to interim payment N A

Clause 10A

List of testing equipment to be provided by the contractor at site lab.
 As per the site requirement and as per direction of Engineer Incharge
 Clause 10 B (ii)

Whether Clauses 10 B (ii) shall be applicable No

Clause 10CA

Materials covered under this clause Nearest Material for which All India Wholesale Price Index is to be Followed

1. _____ NA _____

2. _____

Clause 10CC

Clause 10CC to be applicable in contracts with stipulated period of
Completion exceeding the period show in text column 18 months

Clause 11

Specification to be followed for execution of work CPWD Specifications 2009, Part I & II with
Up-to-date correction slips.

Clause 12

Deviation limit beyond which clauses 12.2 & 12.3 shall
Apply for building work 100%
Deviation limit beyond which clauses 12.2. & 12.3
Shall apply for foundation work 100%

Clause 16

Competent Authority for deciding reduced rates. GM (W)

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-
As per the site requirement and as per direction of Engineer Incharge

Clause 36(i)

S.N.	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)
						Figures Words
1.	Graduate Engineer	Civil	Principal Technical	Nil	1	15,000/- (Rupees fifteen thousand only) per month
2.	Or Diploma Holder			5 years	1	

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.

CLAUSE 42

(i)(a) Schedule/statement for determining theoretical quantity of cement &
Bitumen on the basis of Delhi Schedule of Rates DSR 2022 printed by C.P.W.D.

(ii) Variations permissible on theoretical quantities.

- | | |
|--|------------------------------------|
| a) Cement for works with estimated cost put to Tender not more than Rs. 5 Lakhs | 3% plus/minus |
| For works with estimated cost put to tender More than 5 Lakhs | 2% plus/minus |
| b) Bitumen for all works | 2.5% plus only & nil on minus side |
| c) Steel Reinforcement and structural steel Sections for each diameter, section and category | 2% plus/minus |
| d) All other materials | Nil |

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement		5800/-ton
2.	Steel reinforcement		L &T, ACC, Laxshmi
3.	Structural Sections		Cement, CCI, Birla
4.	Bitumen issued free		Uttam or equivalent if applicable
5.	Bitumen issued at stipulated fixed price		

INDIA TRADE PROMOTION ORGANISATION
Engineering Division

No. 178-ITPO/ROC/C-E/2022-23/111

Dated: - 06.12.2022

BRIEF NOTICE INVITING TENDER

Regional Manager (Chennai), India Trade Promotion Organisation, Raja Annamalai Building, 2nd Floor 72, Rukmani Lakshmipathi Road, Egmore, Chennai – 600008 on behalf of CMD, ITPO invites sealed **Percentage rate** tenders through **e-tendering** for the following works from **specialized agencies**, details of which briefly described hereunder.

S. N.	Name of Work	Time for completion	Estimated cost	Earnest money	Cost of tender
	Setting up of stalls for India International Leather Fair-2023 & 2024 and other events at Chennai (2 Years)				
1.	Construction of stalls with pre-fab octonorm system, providing Carpet, Furniture items, Conservancy etc. (on hire basis for fair period)	Running contract for two year	54,30,676/-	1,08,700/-	1180/-
2	Providing hanger structure, air-conditioning of temporary structure/hanger structure, stage & stage decoration. (on hire basis for fair period)	Running contract for two year	63,49,395/-	1,27,000/-	1180/-
3	Misc. civil works as erecting of flag poles, buntings, brandings and providing water and compressed air lines, etc (on hire basis for fair period)	Running contract for two year	38,13,628/-	76,300/-	590/-

The bids can be submitted online up to 15/12/2022 up to 3.00 PM with date of opening on 16/12/2022 at 3.00 PM. For further details including eligibility, downloadable form of tender documents etc. please refer website www.indiatradefair.com. & www.eprocure.gov.in **Manual tenders will not be accepted.**

Regional manager (Chennai)

INDIA TRADE PROMOTION ORGANISATION
(Engineering Division)

CORRIGENDUM TO FORM 7/8/9 (CPWD) MUST BE READ ALONGWITH THE PAMPHLET

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

Name of work:- Setting up of stalls for India International Leather Fair-2023 &2024 and other events at Chennai (2 Years) S.H- Misc. civil works as erecting of flag poles, buntings,brandings and providing water and compressed air lines, etc (on hire basis for fair period)”

ADDITIONAL CONDITIONS

1. The contractor must follow CPWD Safety Code as provided in general conditions of contract for CPWD Works.
2. Any damage done by the contractor or his workmen to any existing work during the course of execution of the work shall be made good by him at his own cost.
3. Contractor shall clear the site thoroughly of all rubbish etc. left out of his materials immediately on completion of the work and properly clean the site around the building to the satisfaction of the Engg.-in-Charge. Otherwise the site will be cleared by the department at his risk & cost to remove and clean the site.
4. The contractor to whom the work is awarded will have to sign the agreement on non judicial stamp papers of Rs.100/- and the cost of such stamp paper will be borne by the contractor.
5. All incidental charges of any kind whatsoever including cartage, cutting and wastage etc. shall be borne exclusively by the contractor and nothing extra will be paid to him on this account.
6. The agency should ensure nomination of 2-3 officials from their side for undertaking any repair/maintenance of stall work required during the fair period. These officials must be directed to be available in the Mini Control Room to be set up by I.T.P.O. during the fair period.
7. The rejected material must be removed from site by the agency at their risk& cost.
8. The security/watch & ward of the materials is the responsibility of the agency.
9. The payment will be made on actual work executed at site and as per tender conditions.
10. No payment is admissible for the rejected work found during the course of execution of
11. The rates should be quoted exclusive of G.S tax as applicable
12. The agency should file ECR against ESI & EPF for the individual workers engaged in ITPO & submit the same with bank certified copy,bill,wage sheet & attendance sheet etc.before payment.
13. The Amount of ESI & EPF is already include in the rates of items, ,nothing shall be paid extra on this account.
14. .The agency should disburse the payment to individual contractual workers in the presence of an official of Engineering Division & submit the wages sheet.
15. .Contractual Labour Act Registration if applicable.
16. No payment shall be made for the rejected work found during execution of work.
17. In case of any defective work which is acceptable with defects, shall be paid @ 30% of the quoted rates. The entry of defective work will be made in the site order book or intimated through written communication
18. The colour of Fascia & Carpet to be got approved from the Engineerin charge before starting the work of each Fair.
19. The contractors are required to submit the bill on their printed letter head having detail of G.S.Tax No &PAN No. for release of payment.
20. Sperate award letter will be issued for individual event for construction & demolishing work.
21. The quoted rates shall be valid through the contract period & no escalation shall be paid extra on this account.
22. The agency shall submit the documentary records in the form of video & pictures of all works with the bill at his own cost.

RESOLUTION OF DISPUTES

In respect of any dispute or difference, if any, between the parties

Arbitration

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

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

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

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

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.

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.

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.

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.

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.

Compliance with Statutory Laws

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

Disclaimer

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

Regional Manager (Chennai)

India Trade Promotion Organisation
(Engineering Division)

Categories of Employees

All inclusive
 Minimum Rates of Wages per day

A. Un-Skilled

1	Mazdoor	As per State Govt Of Tamil Nadu	Each Per day
2	Mazdoor Coolies	As per State Govt Of Tamil Nadu	Each Per day
3	Helper to Mason, Fitter Carpenter & Painter	As per State Govt Of Tamil Nadu	Each per day
4	Any other categories doing un-skilled work	As per State Govt Of Tamil Nadu	Each per day

B. Semi Skilled

1	Sewer man	As per State Govt Of Tamil Nadu	Each Per day
2	Chowkidar	As per State Govt Of Tamil Nadu	Each per day

C. Skilled

1.	Glazier	As per State Govt Of Tamil Nadu	Each per day
2	Carpenter	As per State Govt Of Tamil Nadu	Each per day
3	Sanitary Fitter	As per State Govt Of Tamil Nadu	Each Per day
4	Spray men for Road	As per State Govt Of Tamil Nadu	Each per day
5	Mason	As per State Govt Of Tamil Nadu	Each per day
6	Black Smith	As per State Govt Of Tamil Nadu	Each per day

AGREEMENT

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

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

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

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

The same shall be binding on both the parties.

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

At New Delhi.

WITNESS

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