



**Annexure: I**  
**INDIA TRADE PROMOTION ORGANISATION**  
**E-TENDER NOTICE**

Online item rate bids are invited through two bid system for **Dismantling, ,repairing, reinstallation, testing, commissioning and balancing of the existing 3 nos. of 450 TR cooling tower ( Model ID 20'x 15') along with required accessories etc for Hall No. 12-12A at Pragati Maidan, New Delhi , from Specialized agencies dealing in the field of “Repairing ,installation, testing and commissioning of cooling tower”**. The detail of tender is as under.

S.N	Name of work	Time for Completion	Estimated Cost	Earnest Money	Cost of Tender
1.	<b>Dismantling, ,repairing, reinstallation, testing, commissioning and balancing of the existing 3 nos. of 450 TR cooling tower ( Model ID 20'x 15') along with required accessories etc for Hall No. 12-12A at Pragati Maidan, New Delhi.</b>	<b>180 days</b>	<b>22,73,845/-</b>	<b>45,500/-</b>	<b>590/- i/c GST</b>

The above work includes for **“Dismantling, ,repairing, reinstallation, testing, commissioning and balancing of the existing 3 nos. of 450 TR cooling tower ( Model ID 20'x 15') along with required accessories etc for Hall No. 12-12A at Pragati Maidan, New Delhi ”**

a. The tender documents are available on our website [www.indiatradefair.com](http://www.indiatradefair.com)(for reference only) & [www.eprocure.gov.in](http://www.eprocure.gov.in) and same can be down loaded.

**Eligibility Criteria:**

Specialized firms who fulfill the following requirements shall be eligible to apply.

1. The agency should have **PAN, GST, ESI, EPF Registration, Electrical license .**
2. The agency having experience in **“Repairing, installation, testing and commissioning of cooling tower”** in the past, (**Tenderer showing work experience certificate from non government /non PSU Organizations should submit copy of TDS certificate (tax deduction at source )**).

3. 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.

4. The agency/company should not have been involved in any kind of litigation, legal cases or ever been blacklisted by any government or private agency or have any pending government investigation against them either directly or indirectly.

5. The bidder should have had average annual financial turnover @50% of the estimated cost, i.e. Rs. **11,36,923/-** during immediate last three consecutive financial years ending 31<sup>st</sup> March. 2022.( Scanned copy of certificate from CA to be uploaded only).

6. They should have satisfactorily completed the work as mentioned below during the last seven years up to 30.04.2023.

i) One similar work costing not less than 80% of estimated amount put to tender i.e (**Rs. 18,19,076/-**)

OR

ii.)Two similar works each costing not less than 60% of estimated amount put to tender i.e (**Rs. 13,64,307/-**)

OR

iii) Three similar works each costing not less than 40% of estimated amount put to tender i.e(**Rs.9,09,538/-**)

(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 “Repairing ,installation, testing and commissioning of cooling tower”**.

(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 contractor after opening of eligibility bids. There is no need to upload entire voluminous schedule and abstract of work.)

7. i. 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 below 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. )
Gross annual turn over			

**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 .....

8. The bidder can submit shortfall documents in online system if required and permit by tender inviting officer, except the mandatory eligibility documents e.g Tender fee, EMD.
10. 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).
11. 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.
12. 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.
13. Tender documents may be downloaded from ITPO's web site [www.indiatradefair.com](http://www.indiatradefair.com) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

#### INDICATIVE CRITICAL DATE SHEET

<b>Published Date</b>	<b>24/04/2023</b>
<b>Bid Document Download Start Date</b>	<b>24/04/2023</b>
<b>Pre bid meeting Date</b>	<b>----</b>
<b>Bid Submission Start Date</b>	<b>24/04/2023</b>
<b>Bid Submission End Date</b>	<b>04/05/2023 at 3.00PM</b>
<b>Bid Opening Date</b>	<b>05 /05/2023 at 3.00 PM</b>

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

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

**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 the **Manager (Electrical)** India Trade Promotion Organisation, .Hall No.7, 1<sup>st</sup> 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.

c. 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. **Repairing , installation, testing and commissioning of cooling tower** 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 electrical license** .
- iii) Certificate of Work Experience /**Completion certificate** issued by an officer in charge/ Project manager executing the work (**TDS certificate is mandatory if work experience is from private sector**).
- iv) Scanned copy of **Tender Acceptance Letter & 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**

- 2) 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.
- 3) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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
- 9) 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.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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.
- 9) 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: - Dismantling, ,repairing, reinstallation, testing, commissioning and balancing of the existing 3 nos. of 450 TR cooling tower ( Model ID 20'x 15') along with required accessories etc for Hall No. 12-12A at Pragati Maidan, New Delhi.**

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 **“Dismantling, repairing, reinstallation, testing, commissioning and balancing of the existing 3 nos. of 450 TR cooling tower ( Model ID 20'x 15') along with required accessories etc for Hall No. 12-12A at Pragati Maidan, New Delhi.**

1. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
2. I offer to work at the rates as indicated in the price Bid, Annexure IV inclusive of **all applicable taxes with GST@18%.**

Authorized Signatory  
(Signature of the Authorized Person)

**INTEGRITY PACT**

**To,**

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Sub:     NIT No. - - - - -

for the work - **'Dismantling, ,repairing, reinstallation, testing, commissioning and balancing of the existing 3 nos. of 450 TR cooling tower ( Model ID 20'x 15') along with required accessories etc for Hall No. 12-12A at Pragati Maidan, New Delhi .**

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 renderer/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,

(Manager Electrical))

**GOVERNMENT OF INDIA  
INDIA TRADE PROMOTION ORGANISATION  
General Detail of Notice Inviting Tender**

Item rate tenders through e-tendering are invited on behalf of the CMD, ITPO from the specialized agencies dealing in the field of **“Repairing ,installation, testing and commissioning of cooling tower”**.in two bid system up to **3.00 PM on 04.05.2023** which will be opened by him (or) his authorized representative at **3.00 PM on 05.05.2023** for the work of **“Dismantling ,repairing, reinstallation, testing, commissioning and balancing of the existing 3 nos. of 450 TR cooling tower ( Model ID 20'x 15') along with required accessories etc for Hall No. 12-12A at Pragati Maidan, New Delhi.**

- 1.The work is estimated to cost **Rs. 22,73,845/-**-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 should quote his rates as per various terms and conditions of the said form which shall form part of the agreement.
- 3.**The time allowed for the work will be 180 days.**
- 4.The site for the work is available.OR The site for the work shall be made available in part as specified in scope of work .
5. Tenders shall be accompanied with Earnest money of **Rs. 45,500/- & Tender Fee of Rs. 590/-** (demand drafts 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 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 tenderer 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 shall be liable to rejection.
- 9.The competent authority on behalf of CMD, ITPO reserve 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 (75) 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 , without prejudice to any other right or remedy, be at

liberty **to reject the tender** as aforesaid. Further the tenderer 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, **within 7days** from the stipulated date of start of the work, sign the contract consisting of:-

- (i) Non Judicial Stamp for **Rs. 100/-**
- (ii) Schedule of Work with terms and conditions.
- (iii) GCC-2020
- (iv) And any other relevant documents

**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: **“Dismantling, ,repairing, reinstallation, testing, commissioning and balancing of the existing 3 nos. of 450 TR cooling tower ( Model ID 20'x 15') along with required accessories etc for Hall No. 12-12A at Pragati Maidan, New Delhi.**

(i) Estimated cost of work	<b>Rs. 22,73,845/-</b>
(ii) Earnest money:	<b>Rs. 45,500/-</b>
(iii) Performance Guarantee	3 % of tendered value
(iv) Security Deposit	2.5% of actual work done

**General Rules & Directions**

Officer inviting tender	Manager (Elect.)
Maximum percentage for quantity of items of work to be executed beyond Which rates are to be determined in accordance with Clauses 12.2 & 12.3	50%

**Definitions**

2(v) Engineer-in-Charge	Manager (E)
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 (Electrical 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 (Works)

**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 7 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.	-	-	As per the conditions of contract
2.	-	-	- do-
3.	-	-	- do-
4.	-	-	- do-

Time allowed for execution of work **180 days**

**Clause 6, 6A**

Clause applicable – (6 or 6A) Clause 6A

**Clause 7**

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

**Clause 10A**

List of testing equipment to be provided by the contractor at site lab **As per the requirement of engineer in charge at site**

**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

\_\_\_\_NA\_\_\_\_

**Clause 10CC**

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

\_\_\_\_NA\_\_\_\_

**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

50%

**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 In charge

**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)
	ITI/Diploma in Engg	E/M/AC	Technical	5 Years	1No.	15000/-
	Degree in Engg	E/M/AC	Technical	2 Years	1No.	15000/-

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

#### CLAUSE 42

N/A

(i)(a) Schedule/statement for determining theoretical quantity of cement & Bitumen on the basis of Delhi Schedule of Rates DSR 2018 printed by C.P.W.D.

(ii) Variations permissible on theoretical quantities.

a) Cement for works with estimated cost put to N/A

Tender not more than Rs. 5 Lakhs

For works with estimated cost put to tender N/A

More than 5 Lakhs

b) Bitumen for all works N/A

c) Steel Reinforcement and structural steel N/A

Sections for each diameter, section and category

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	N/A	N/A
2.	Steel reinforcement	-	-
3.	Structural Sections	-	-
4.	Bitumen issued free	-	-
5.	Bitumen issued at stipulated fixed price	-	-

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

S.No.	FOR	READ
1.	Govt. of India	India Trade Promotion Organisation (A Govt. of India Undertaking)
2.	CPWD of Government	India Trade Promotion Organisation
3.	CPWD – 7/8/9	ITPO – 7/8
4.	President/President of India	CMD, ITPO
5.	Chief – Engineer	General Manager (Works)
6.	Superintending Engineer	Deputy. General Manager (Elect.)
7.	Engineer-in-charge/ Divisional Engineer/ Executive Engineer/ Divisional Office	Manager (Elect.)
8.	Sub-Divisional Officer/Asstt. Engineer	Deputy Manager (Elect.)
9.	C.T.E.	General Manager (Works)
10.	Admn. Head	C.M.D./General Manager
11.	Ministry of Works & Housing	ITPO/Ministry of Commerce
12.	CPWD Code, Paragraph'90	Shall be applicable to ITPO works.
13.	DSR-2007	Shall be applicable to ITPO works.
14.	CPWD specifications	Shall be applicable to ITPO works.
15.	DSR- 2022 for Electrical /Air conditioning works specifications .	Shall be applicable to ITPO works.
16.	CPWD specifications 2013 Electrical/Air conditioning works	Shall be applicable to ITPO works.
17.	Provision of section 12 Subsection (i) of the works man compensation	Shall be applicable to ITPO works.
18.	Provision of contract labour (Regulation and abolition Act 1970 and contract labour (Regulation and abolition) control rules 1971 section 20 sub-section (A) of the contract labour (Regulation and abolition Act 1970).	Shall be applicable to ITPO works.
19.	Provision of the payment of wages Act, 1986 Minimum wages Act, 1986 1943 industrial disputes Act, 1947 Material benefits Act, 1961.	Shall be applicable to ITPO works.
20.	CPWD safety code framed from time to time.	Shall be applicable to ITPO works.
21.	CPWD maternity benefits to labour.	Shall be applicable to ITPO works.
22.	Provision of the Arbitration Act, 1972.	Shall be applicable to ITPO works.
23.	Section 74 of India Contract Act, 1973.	Shall be applicable to ITPO works.
24.	Model Rules of the protection health and sanitary appointment for workers employed by CPWD,	Shall be applicable to ITPO works.
25.	CPWD Contractor labour regulations.	Shall be applicable to ITPO works.

MANAGER (Elect.)

**INDIA TRADE PROMOTION ORGANISATION**  
**Electrical Division**

No.169-ITPO(2)E-E/2023-24/04

**Dated: 24.04.2023**

**NOTICE INVITING TENDER**

**Manager, Electrical** India Trade Promotion Organisation, Pragati Maidan, New Delhi on behalf of CMD, ITPO invites **Item rate tender** for the following work from the Specialized agencies dealing in the field of **“Repairing ,installation, testing and commissioning of cooling tower”** in two bid system **through online e-tendering. Manual/offline bids shall not be accepted.** The details of which briefly described are hereunder:

S.N.	Name of work	Time fo Completion	Estimated Cost	Earnest Money	Cost of Tender
1.	Dismantling, ,repairing, reinstallation, testing, commissioning and balancing of the existing 3 nos. of 450 TR cooling tower ( Model ID 20'x 15') along with required accessories etc for Hall No. 12-12A at Pragati Maidan, New Delhi.	180 days	22,73,845/-	45,500/-	590/- i/c GST

**The bids can be submitted on line up to 04/05/2023 up to 03.00 PM** with date of opening at **3.00 PM on 05/05/2023**. For further details including eligibility, downloadable form of tender documents etc. please refer website [www.indiatradefair.com](http://www.indiatradefair.com), [www.gem.gov.in](http://www.gem.gov.in)(For Reference) & [www.eprocure.gov.in](http://www.eprocure.gov.in) (for e-tendering)

**Manager(Elect.)**  
**I.T.P.O.**

# INDIA TRADE PROMOTION ORGANISATION

## Electrical Division

### Schedule of work

**Name of Work:** Dismantling, ,repairing, reinstallation, testing, commissioning and balancing of the existing 3 nos. of 450 TR cooling tower ( Model ID 20'x 15') along with required accessories etc for Hall No. 12-12A at Pragati Maidan, New Delhi.

Sl. No.	Item Description	Quantity	Units	Rates with all taxes inclusive of GST Rs. P	Amount with all taxes inclusive of GST Rs. P
1	2	4	5	6	7
1	Dismantling, Repairing, reinstallation, testing, commissioning and balanceing of the existing 450 TR cooling towers (Model ID 20'x 15') complete with repair of existing damaged FRP base and FRP side panels, fan assembly,header etc by providing all Consumable items such as Screws, Nut-bolts, PVC resin, washer, putty powder, FRP Mat(Fiber), Accelerator, Hardner, Float valve( 1.5" dia), Panel Gasket, FRP cannopy, patty etc along with electrical connection in all respect by providing cable, cable tray, thimble, gland, earthing and painting etc as required.	3	Nos.		
2	Dismantling, Replacement, reinstallation, testing and commissioning of following itmes in the existing 3 nos. of 450 TR cooling towers( Model ID 20'x 15') along with disposal of damaged/ dismantled materials from site complete etc as required.				
2.01	PVC Fills 600 x 300 x 150mm Make: AQUA/ Cooldeck	1500	Nos.		
2.02	D-15 Drift Eliminator 5' x 2' Make: MM Aqua/ DM	72	Nos.		
2.03	D-15 Drift Eliminator 5' x 1' Make: MM Aqua/ DM	18	Nos.		
2.04	GI Fill Frame 7.5' x 5' Make: OEM	8	Nos.		
2.05	GI Fill Frame 10' x 5' Make: OEM	12	Nos.		
2.06	GI Ladder 10' Long Make: OEM	2	Nos.		
2.07	GI Pipe Support 20' Long of dia. 3/4 " Make: TATA/ SAIL/ JINDAL( C class)	30	Nos.		
2.08	GI Pipe Support 15' Long of dia. 3/4 " Make: TATA/ SAIL/ JINDAL( C class)	30	Nos.		
2.09	PVC Splash Cups Make: OEM	1800	Nos.		
2.1	Supply of 2100mm dia Cast Axial Flow Fan GI Hub & Aluminum Six Blades. Make: OEM	6	Set		
2.11	63mm PVC Sub Header Pipe 10' L Make: Finolex/ Supreme	126	Nos.		
2.12	PVC Nozzles 7" Long Make: Finolex/ Supreme	254	Nos.		
2.13	PVC 63mm End Cap Make: OEM	252	Nos.		
2.14	PVC 200mm End Cap Make: OEM	9	Nos.		
2.15	GI Cleats Make: OEM	72	Nos.		
2.16	GI Base Frame for existing cooling tower of size ( 20' x 15') by using minimum 50 micron galvnised angle iron of (50mm x 50mm x 5 mm) size. Make: TATA/ SAIL/ JINDAL( C class)	3	Set		
2.17	FRP Casing (2100 x 2400) Make: OEM	2	Set		
2.18	FRP Bottom (20' x 15') Make: OEM	2	Set		
2.19	FRP Panel (5' x 10') Make: OEM	4	Set		

3	Brick work with common burnt clay machine moulded perforated bricks of class designation 12.5 conforming to IS:2222 in superstructure above plinth level up to floor five level in cement mortar 1:6 (a cement : 6 coarse sand) : 6.3.1 With F.P.S. (non modular) bricks	7	CU.Mtr		
4	Supplying, fixing, testing and commissioning of condenser water pipes of following sizes of MS 'C' class along with necessary clamps, vibration isolators and fittings such as bends, tees etc. but excluding valves, strainers, gauges etc. adequately supported on rigid supports duly painted/buried in ground excavation and refilling etc. as per specification and as required complete in all respect. Note:-The Pipes size 150mm & below shall be M.S. 'C' class as per IS : 1239 and pipes size above 150mm shall be welded black steel pipe heavy class as per IS: 3589, from minimum 6.35mm thick M.S. Sheet for pipes upto 350 mm dia. And from minimum 7mm thick MS sheet for pipes of 400 mm dia and above. Make: Jindal/ TATA/ SAIL				
4.01	400 mm dia	20	Mtr		
4.02	300 mm dia.	18	Mtr		
4.03	250 mm dia	10	Mtr		
4.04	200 mm dia	8	Mtr		
4.05	80 mm dia	18	Mtr		
5	Supplying, fixing, testing and commissioning of BUTTERFLY VALVE (MANUAL) with C I body SS disc nitrile sheet & O - ring & PN 16 pressure rating as specified valves,gauges and strainers for condenser water circulation as per specifications. Make: CASTLE/SANT/AUDCO				
5.01	300 mm (Gear Type)	4	Nos.		
5.02	250 mm (Gear Type)	4	Nos.		
5.03	200 mm	3	Nos.		
5.04	80 mm	3	Nos.		
6	Painting the pipes surface of following sizes with black japan and covering the pipe surface with 3mm thick terfelt and overlapping the pipe minimum 50mm, after that it will be heated and pasted pipe surface with the help of LPG blow lamp and Overlapping joints will be sealed with extra liquid bitumen etc as per direction of engineer in charge.				
6.01	400 mm dia	19	Mtr		
6.02	300 mm dia.	17	Mtr		
6.03	250 mm dia	10	Mtr		
6.04	200 mm dia	8	Mtr		
6.05	80 mm dia	18	Mtr		
	<b>Total Amount with all taxes inclusive GST @18% Rs.</b>				

**DM (Elect.)**

**M (Elect.)**

## INDIA TRADE PROMOTION ORGANISATION

### Electrical Division

#### TERMS & CONDITIONS

**Name of Work:** Name of Work: Dismantling, ,repairing, reinstallation, testing, commissioning and balancing of the existing 3 nos. of 450 TR cooling tower ( Model ID 20'x 15') along with required accessories etc for Hall No. 12-12A at Pragati Maidan, New Delhi .

The work shall be carried out as per CPWD Maintenance manual, **OEM guidelines and following CPWD General specifications:-**

- General Specifications for Heating, Ventilation & Air-Conditioning(HVAC) - 2017
- CPWD General Specifications for Electrical Works Part I Internal - 2013.
- CPWD General Specifications for Electrical Works Part IV Sub Station – 2013.
- CPWD General Specifications for Electrical Works Part VI Fire Detection and Alarm System – 2018.
- CPWD General Specifications for Electrical Works Part VII D.G. Sets - 2013.

#### ❖ **Scope of work covers:-**

- 1) Dismantling, repairing reinstallation, testing, commissioning and balancing of the existing 3 nos. of 450 TR cooling tower ( Model ID 20'x 15') along with required accessories etc complete in all respect including civil work, plumbing work, Electrical works, HVAC Works, Cables, Starters, Valves, Pipes etc. as required to make functional the cooling towers with complete HVAC air Conditioning system of hall etc. as required.
- 2) The work shall be carried with in the 180 days in phases as per availability of time between the exhibitions and the agency will keep in their mind that there will be no problem to provide air conditioning facility in the halls during execution of work .
- 3) The agency will segregate one or two cooling towers in one phase and get dismantle the towers as per availability of time and will install immediately without affecting the working of air conditioning services .
- 4) It is responsibility of the agency to keep ready all the material of mentioned make like cooling tower accessories ,pipes and valves etc. to install immediately and get connected it with the HVAC system of air conditioning plant without any delay , nothing shall be paid extra on this account cartridge etc.
- 5) It is responsibility of the contractor to dismantle the existing cooling tower and column structure and clean the site for reinstallation of same cooling tower after repairing and new column structure of RCC at required location above roof top of the halls complete with repair of damages including labours, transportation etc. as required, nothing shall be paid extra in this account.
- 6) It is responsibility of the contractor to lift up/down the required material/spares of cooling tower up to the site (roof top of halls) complete with watch and ward of their material tools etc. during installation of Cooling towers at required location above roof top of the halls, ITPO shall not be responsible for damage /missing of any item and nothing shall be paid extra in this account.
- 7) It is responsibility of the agency for connection cooling tower, fan motors etc. by using new cables , new cables trays and existing starters within the scope of work to make operational the complete cooling tower, nothing shall be paid extra on this account.
- 8) Contractor has to installed & maintained all the equipments provided by him with due preventive maintenance during defect liability period of one year, if violate then requisite work shall be done by department at the risk & cost of agency.
- 9) The security @5.5% (Performance guarantee deposited @3% plus security deducted from running bills @2.5%) may be released after successful working during defect liability period of one year.
- 10) The contractor shall provide his contact telephone number, Mobile number, e-mail ID and provide a dedicated mobile phone having video calling facility (with internet) **at plant room.**
- 11) The agency has to do water balancing as and when required and nothing extra shall be paid on this account.
- 12) The contractor shall have to arrange all type of tools and plants and special T&P etc. at his own cost as required to carry out work for which nothing extra shall be paid to the contractor by the department.
- 13) The contractor shall be fully responsible for the safety of all labour/employees employed on the work under this contract.
- 14) There shall be no liability on the department to pay any compensations arising out of any labour dispute or accident etc at site.
- 15) The adequate team of maintenance shall be keep ready as it is responsibility of the contractor to attend break down immediately on call by any representative from site.

- 16) The contract can be closed by the department at any time without assigning any reason on the direction of Engineer-in-Charge, which shall be final and binding on the Contractor and agency shall not be allowed for any compensation due to this.
- 17) The contractor shall maintain register of wages or wages cum muster roll and monthly payment of wages to every worker shall be paid by the contractor through Bank or ECS or online transfer to his bank account only and the copy of monthly disbursement of wages of all employees deployed at site is to be submit before 10<sup>th</sup> day of month to engineer in-charge .
- 18) The EPF & ESI contribution on the part of contractor in respect of this contract which are already included in the rates and nothing shall be paid extra on account of EPF & ESIC.
- 19) The contractor shall submit the uploaded copy of ECR in the proof of EPF & ESI contribution of employees deployed in the work for verification by F & A division before submission of the bill of work done payment by department.
- 20) Labour laws & regulations shall be complied by the contractor and all details of compliance of labour laws, regulations and payment details may be uploaded on ITPO website regularly by department.
- 21) Workers engaged by the contractor for execution of work shall be liability of the contractor and they shall not be considered for any type of regular employment in the Department in any case.
- 22) The quoted rates shall be inclusive of all taxes, duties etc. **inclusive GST** and nothing extra shall be paid on account of this.
- 23) **The agency shall be fully responsible for labour, their character and shall liable to submit police verification of each employee for issue entry passes in pragati maidan complex.**
- 24) **Agency has to deploy one experienced engineer for monitoring of the aforesaid work and for taking instructions from engineer-in-charge throughout the period of HVAC air conditioning work.**
- 25) Agency has to ensure the engineer/workers deployed in said work should be technically qualified and well experienced in the HVAC air conditioning work.
- 26) The Contractor shall take over the site and start the work as per the availability of gap period between exhibitions after issue of issue of work order. If the agency fails to start the work then this stipulated period then his EMD shall be forfeited without giving any notice. The decision of Engineer-in-Charge in this regard is final and binding on the contractor.
- 27) The agency shall be fully responsible for labour, their character and shall liable to submit police verification of each employee for issue entry passes in pragati maidan complex along with making them timely payments of minimum wages in accordance with minimum wages act as applicable from time to time. All wages have to be paid directly by the contractor through bank or ECS or online transfer to the bank account of labour and have to submit bank statement to the Engineer in-charge monthly basis.
- 28) Agency has to deploy staff of good health and good moral character.
- 29) First Aid Box has to be arranged and maintained by the agency without any extra cost.
- 30) The agency shall make all safety arrangement at site and shall be responsible / liable for any accident. Department shall not have any responsibility or liability of any kind in respect of accident with the staff employed by the agency.
- 31) In case the department (ITPO) withdraws works due to any other reason, this work order shall be terminated by the department with giving 1 (One) week prior notice to the agency. In this case, any type claim of the agency shall not be entertained by the department.
- 32) The rates quoted by the contractor shall be final & binding on the contractor & no escalation of prices in material, labor or other inputs shall be payable to the contractor even if the contract period is extended by Owner for any reason whatsoever.

### **FORCE MAJEURE**

- 1) The Parties shall not be liable for any failure to perform, any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, , riots, insurrection, war or acts of government.

### **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.

**Manager (Elect.)**

### ADDITIONAL CONDITIONS

1. Contractor will have to make his own arrangements for tools & plants required for the work. The department will not supply any tools and plants unless otherwise specified.
2. The contractor must see the proposed site for the work and study specifications, scope of work and conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions of ignorance.
3. The site is available; tenderer should see the approaches and conditions of the site. In case any approaches for main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractors the same shall be provided, improved and maintained by the contractor for stacking materials erection of Go down, site office erection of his plant and machinery etc. at his own cost. The contractor should plan the procurement of materials according to the space available. No claim on account of cost of such works shall be entertained by ITPO.
4. The contractor will have to work according to progress of work decided by the Engineer-in-charge. No claim what-so-ever will be entertained on his account.
5. The contractor shall consult the manager /Engineer-in-charge in writing regarding collection and stacking of materials in any place other than those approved by the Engineer-in-charge. No excavated earth or building materials shall be stacked on areas for which permission of Engineer-in-charge has not been taken.
6. The contractor must take all precautions to avoid all accidents by exhibiting day and night necessary caution boards, speed limit boards, red flags and red lights and providing barriers. He shall be responsible for all damages and accidents caused due to the negligence on his part. No hindrance shall be caused to Traffic during execution of work.
7. The contractor shall maintain in good condition all work executed till the completion of the entire work allotted to the contractor and handing over of the same to ITPO.
8. No compensation shall be payable to the contractor for any damage caused by rains windstorm or floods during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained. The contractor shall bail cut rain water collected during execution of the work from the excavated trenches at his own cost. Nothing extra will be payable on this account.
9. At least one authorized representative should always be available at site of work to take instructions from departmental officers and ensured proper execution of work.
10. The contractor shall have to work as per program of the department. No claim what-so-ever will be entertained on this account.
11. If the tenderer withdraws his option before award of the work or make any modification in the conditions of the tender which are not acceptable to the India Trade Promotion Organization shall without prejudice to any other right, or remedy, be at liberty to forfeit the EMD/PG amount and reject the tender.
12. The work shall be carried out strictly as per CPWD specifications 2013, part I & II with up to date correction slips.
13. The contractor shall take approval from the Manager (Electrical) in writing for collection and stacking of materials.
14. The contractor must follow CPWD Safety Code as provided in general conditions of contract for CPWD works.
15. 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.
16. 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.
17. The contractor to whom the work is awarded will have to sign the agreement on non judicial stamp papers of Rs. 100.00 and the cost of such stamp paper will be borne by the contractor.
18. Electrical material shall be stacked by the contractor at space provided by ITPO of stipulated quantities at his own cost in his own.
19. 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.
20. The earnest money will not be accepted in the form of the Bank guarantee.
21. The agency must **quote their rates including all taxes with GST and EPF, ESIC as applicable.**
22. The Final/Running bill payment will be released after fulfilling the following conditions.
  - (i) EPF& ESI numbers of employees engaged by the contractor for ITPO's works .
  - (ii) That the agency should file a separate ECR against ESI & EPF for the individual workers engaged in ITPO work and submit the same with certified copy, bill, and wage sheet.
  - (iii) That the agency should disburse the payment to individual contractual workers in their bank account and submit the wage sheet to engineer in charge.
  - (iv) Contractual labour Act Registration, if applicable.

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

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

1. Physical distancing of at least 6 feet to be followed as far as feasible.
2. Use of face covers/ masks to be mandatory.
3. Frequent hand washing with soap (for at least 40-60 seconds) even when hands are not visibly dirty. Use of alcohol based hand sanitizers can be made wherever feasible.
4. Spitting shall be strictly prohibited and if found shall be fined as per ITPO norms.
5. The furniture and other surfaces (frequently touched or otherwise) brought by the agency need to be wiped with disinfectant regularly.
6. While transporting the prefabricated materials to Pragati Maidan or back to warehouse, the agency must ensure to sanitize the delivery vehicle and all materials before loading & try to avoid unnecessary stopover during transit.
7. Driver and other personnel involved in transportation of material must ensure social distancing and wear all necessary PPE.
8. Ensure contactless transportation of materials to the exhibition ground.
9. Ensure all work to be carried out at site with maintaining social distancing as far as feasible.
10. Any structure/ stall fabricated by the agency at site must be sanitized before dismantling.
11. The agency will engage the entire worker whose temperature is not normal and if in case a person falls sick, they must report to the First Aid Desk/ nearby hospital immediately.

**Manager (Elect.)**

**Minimum Wages**

<b>Description</b>	<b>Unit</b>	<b>Rate (Rs.)</b>
Wireman, Grade -1	1 day	866.00
Fitter, Grade - 1	1 day	866.00
Fitter, Grade -2	1 day	788.00
Mason , Grade- 2	1 day	788.00
Painter	1 day	788.00
Khallasi	1 day	711.00

## AGREEMENT

AN AGREEMENT is made this ..... Day of .....two thousand ..... between the India Trade Promotion Organization,. A company incorporated under the Companies Act, 1956 and with its registered office at Pragati Maidan, New Delhi – 110001, 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/Partner/Managing Director ..... Residence of .....(which expression shall be include his/its successors heirs, executors, representatives and or assignees of the second party (hereinafter called the contractor).

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

WHEREAS the contractor has submitted tender for carrying out the .....as per the tender documents page 1 to page..... 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 WHERE OF, the parties have signed the deed of agreement on the date month and year referred to above.

Date the

AT New Delhi

WITNESS:

1. Party No.1

2. Party No.2