

**INDIA TRADE PROMOTION ORGANISATION**

REQUEST FOR PROPOSAL (RFP)FOR  
“Supply, Installation, Testing and Commissioning (SITC) of Kitchen Equipments in Convention Centre at Pragati  
Maidan, New Delhi”

EMPLOYER:

INDIA TRADE PROMOTION ORGANISATION  
Pragati Maidan, New Delhi -110001



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## SECTION 01: NOTICE INVITING TENDER (NIT)

1.1 ITPO is inviting Tender for the Works of Supply, Installation, Testing and Commissioning (SITC) of Kitchen Equipments in Convention Centre at ITPO Pragati Maidan, NewDelhi. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RFP document uploaded on the website: [www.indiatradefair.com](http://www.indiatradefair.com) or from Central Public Procurement Portal (<http://eprocure.gov.in>).

1.2 Interested bidders are requested to submit their responses to the RFP online at Central Public Procurement Portal on or before 16th August, 2022, 1500 Hrs. The RFP submissions will necessarily have to be accompanied with a non-refundable processing fees in the form of Demand Draft of INR 10,000/- (Indian Rupees Ten Thousand only) plus GST@18% in favour of "India Trade Promotion Organisation", payable at New Delhi, India.

### **BANK Details for 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

1.3 Bidders who wish to participate in online bidding will have to procure digital certificate as per IT Act, 2000 to sign their electronic bids. Offers which are not digitally signed will not be accepted. Bidder shall submit their offer in electronic form at on CPP Portal only.



## SECTION 02: DISCLAIMER AND INSTRUCTIONS TO BIDDERS FOR E- Tendering

### DISCLAIMER

1. This RFP document is neither an agreement nor an offer by the India Trade Promotion Organisation (ITPO). The purpose of this RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFP.
2. ITPO does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document and it is not possible for ITPO to consider particular needs of each party who reads or uses this RFP document. This RFP includes statements which reflect various assumptions and assessments arrived at by Employer in relation to this tender. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyse and check the accuracy, reliability and completeness of the information provided in this RFP document and obtains independent advice from appropriate sources.
3. ITPO will not have any liability to any prospective bidder (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of ITPO or their employees, any consultants or otherwise arising in anyway from the selection process for the Assignment. ITPO will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFP.
4. ITPO will not be responsible for any delay in receiving the proposals. The issue of this RFP does not imply that ITPO is bound to select the Bidder or to appoint the Selected Bidder, as the case may be, for this tender and ITPO reserves the right to accept/reject any or all of proposals submitted in response to this RFP document at any stage without assigning any reasons whatsoever. ITPO also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Bid.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. ITPO accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. ITPO reserves the right to change/ modify/ amend any or all provisions of this RFP document. Such revisions to the RFP/ amended RFP will be made available on the website of ITPO.

## Instructions to Bidder for e-Tendering

### **A. Enrolment process on the Tender web-site**

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement (CPP) Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment”. Enrolment on the CPP Portal is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) - (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 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.

### **B. Tender search**

- 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.
- 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 Favourites’ 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.
- 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.

### **C. Preparation of bids**

- Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.
- File and Folder name should not contain any special characters (&, #, etc.) or space in between.
- Download the tender document, ITB (Instruction to Bidders) of the required tender in that folder.
- In the case of offline payment, 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 bid submitted will not be acceptable.
- Scan and keep ready Pre-qualification documents like life certificates, PAN etc. if any.

- Prepare the technical bid document and then convert into PDF.
- Prepare the Price Bid i.e. fill up required figures in the downloaded word document. The Price Bid file with the same name has to be uploaded while uploading the financial bids. If there is any change in Name, it may not get uploaded or give an error.
- Keep all the documents in the same folder for the easy bid document upload.
- The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications from the TIA (Tender inviting authority), the bid number can be used as a reference.

#### **D. Submission of bids**

1. Bidder should log into the site well in advance for bid submission so that he/she 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. Offers which are not digitally signed will not be accepted. Bidder shall submit their offer in electronic format on CPP Portal only.
3. The Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price bid 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 Price bid file is found to be modified by the bidder, the bid will be rejected.
4. 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.
5. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.
6. Any 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. Upon the successful and timely submission of bids, 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.
8. 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.

#### **E. Password maintenance**

- The length of the password should be of 8 to 32 characters.
- The password should be of any English lowercase and uppercase (a-z and A-Z) characters.
- The password must contain at least one number between 0-9.
- The password must contain at least one special character from these [! @ # \$ ^ \* \_ ~]
- Sample password is just like Admin123\$, India2000#, etc.

## F. About DSC

- Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.
- Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
- Bidders have to procure Class 2 or 3 signing certificates only. Only Class 2 or 3 is valid for tendering purpose.
- The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
- Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
- Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example, the Director or the Authorized signatory signing on behalf of the Company requires a DSC.
- Each user logs in to the tender site through the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

## G. DSC providers for Private firms

- A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.
- The vendors like TCS ([www.tcs-ca.tcs.co.in](http://www.tcs-ca.tcs.co.in)), Sify, MTNL, nCode ([dsc@ncodesolutions.com](mailto:dsc@ncodesolutions.com)), e-Mudhra ([www.e-mudhra.com](http://www.e-mudhra.com)) are issuing DSC's for bidders.
- The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

## H. Advantage of "My Space" on CPP Portal

- The bidder can upload Non-Sensitive frequently asked documents prior at any point of time once he logs in to the Bid. These are not encrypted.
- These can be anything like GST, PAN Certificate, VAT Certificate, Equipments Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.
- In some cases, the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
- This will avoid repeated upload of common documents and also save space and time.

## I. System requirements

- Windows XP with latest service pack
- Loaded IE 7.0 or above
- Loaded JRE 1.6 or above
- Antivirus Software with latest definition.
- Internet connectivity
- Scanner to scan the documents if required
- Printer and PDF Creator.

## J. Assistance to Bidders

- 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.
- 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.
- For any technical queries for online-submission please call the 24x7 Helpdesk numbers of E-procure. The Helpdesk numbers +91120-4200462/ 4001002/ 4001005
- +918826246593, email: support-eproc@gov.in

## K. Preparation & Submission of BIDs:

- i. Detailed tender documents for RFP may be downloaded from e-tender portal of the Employer from the dates as per "Important Information" and tender may be submitted online following the instruction appearing on the screen. A manual containing the detailed guidelines for e-tendering is also available on e-tender portal of the Employer.
- ii. The following documents shall be prepared and scanned in different files (in PDF or ZIP or JPEG format) and uploaded during the online submission of BID. The scanning of the pages to be uploaded shall be done in not more than 100 dpi. The documents as per RFP shall also be submitted in physical form to ITPO before the prescribed date & time for submission of BIDs.

### Technical Bid

- (a) (Letter comprising the Technical BID) Appendix-IA;
- (b) Power of Attorney for signing the BID as per the format at Appendix-II;
- (c) Certificates in accordance with Appendix-I (all annexure)
- (d) Copy of tender processing fee of Rs.10,000/- (Rupees Ten Thousand only) + Applicable GST in the form of DD in favour of "India Trade Promotion Organisation" payable at "New Delhi".
- (e) Registration copies of GST
- (f) Integrity pact as per Appendix-III
- (g) Non-Disclosure Agreement as per Appendix-IV

### Financial Bid

- (a) Letter comprising the Financial Bid - Appendix-I B

## Section 03: Introduction

### 3.1 Introduction

India Trade Promotion Organisation (ITPO), the premier trade promotion agency of the Government of India, under the Ministry of Commerce and Industry, is committed to showcase excellence achieved by the country in diverse fields, especially, trade and commerce. ITPO is re-developing its landmark exhibition ground Pragati Maidan into a modern, state-of-the-art iconic International Exhibition-cum-Convention Centre ("IECC"), bringing it at par with best exhibition and convention centers across the world. The iconic building of Convention Centre will be the venue for national and international events, Conferences etc. IECC has a vision of offering a wide range of quality cuisines, fresh, sustainable and inspired meals which are served in hygienic and comfortable ambience to enhance the overall exhibition/convention experience and for that purpose

### 3.2 The Phase-I of the project comprises the following:

- (i) Seven Exhibition Halls of area 1,31,510 sq.mtrs. (GRIHA-3 rating), including 90,408 sq.mtrs. of exhibition space and another 41,102 sq.mts. for foyer/public circulation and support facilities like staircases, toilets, services, lifts lobbies, etc.
- (ii) An iconic Convention Centre of 7,000 pax (Plenary Hall 3000 pax and Functional Hall 4000 pax) capacity in a single format (GRIHA-4 rating) in an area of 53,399 sq.mtrs with 25 meeting rooms of varied sizes including the G-20 Summit complex. There is also an Amphitheatre with a seating capacity of 3000 pax.
- (iii) Administrative Block of ground plus 4 floors of 8,857 sq.mts.
- (iv) Basement parking for about 4,800 ECUs (Equivalent Car Units).
- (v) Dedicated Traffic Interventions have already been launched for traffic decongestion around Pragati Maidan complex i.e. on Mathura Road, Bhairon Road and Ring Road.
- (vi) Smart ICT Integration for Security, Ticketing, Access Control and Way Finding,
- (vii) An area of 3.70 acres has also been earmarked at Pragati Maidan for provision of a 5-star Hotel in the future.
- (viii) The project goes beyond Pragati Maidan and will be a landmark spot adding to the top skyline in the capital city of the country

The facilities will be at par with the best in the industry worldwide, in size and ambience; offering an efficient and quality setting for International as well as National meetings, Conferences, Exhibitions and Trade shows.

The quality of businesses, facilities and lifestyle amenities provided will determine the positioning of the ITPO and play an important role in attracting National and International events to locate here. The ITPO development will therefore consist of a best-in-class Exhibition and Convention Center facilities.

### 3.3 Brief Description of the Bidding Process

3.3.1 The Employer has adopted a Two Bid System (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. Under this process, the bid shall be invited under two parts. Eligibility and

Addition: NIL Correction: NIL DM (E)/ITPO SM (E)/ITPO  
Overwriting: NIL Deletion: NIL

qualification of the Bidder will be first examined based on the details submitted under first part (Technical Bid) with respect to eligibility and qualifications criteria prescribed in this RFP. Prior to making the Bid, the Bidder shall pay to the Employer a sum of Rs.10,000/- (Rupees Ten Thousand Only). The bidder is required to submit alongwith its Bid, a bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids. The Financial Bid under the second part shall be opened only for those Bidders whose Technical Bids have been evaluated and found in order in terms of eligibility and qualifications requirements as per this RFP.

- a) The Bidding Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the tender can only be submitted after uploading the mandatory scanned documents such as:
- b) Demand Draft / Pay Order towards cost of tender processing fee,
- c) All other documents shall be as per Notice Inviting e-tender / RFP

3.3.2 Interested bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of not less than 30 days from the due date specified in the RFP.

3.3.3 Method of Selection: The Employer will select the bidder whose bid has been found technically in order and who has quoted the lowest amount (in aggregate) including all taxes and duties for the said works. The detailed description of the works (Scope of work) to be carried out is enclosed at “Section 8– Broad Scope of work”.

**3.3.4 Data Sheet**

1.	Name of Employer	:	India Trade Promotion Organisation
2.	Name of Work	:	Supply, Installation, Testing and Commissioning of Kitchen Equipment in Convention Centre at ITPO Pragati Maidan, New Delhi, on TURNKEY Basis
3.	Estimated Cost of Works	:	Rs. 30,00,00,000/- (Inclusive of all the Taxes and Duties)
4.	BID Security/	:	Rs.40,00,000/-
5.	Bid Processing Fee	:	Rs. 10,000/- (Plus GST)
6.	Completion Time from the date of award	:	90 days for fabricated and domestic equipments and extra 30 days for imported equipments.
7.	Date of uploading RFP	:	27 <sup>th</sup> August 2022
8.	Last date of receiving queries	:	-
9.	Pre-bid Meeting	:	-
10.	Employer’s response to queries latest by	:	-
11.	Bid Due Date	:	01 <sup>st</sup> September 2022 (1500 Hrs)
12.	Physical Submission of Tender Documents/ Power of Attorney etc. already uploaded on CPP portal	:	01 <sup>st</sup> September 2022 (1500 Hrs)
13.	Opening of Technical Bids	:	02 <sup>nd</sup> September 2022 (1500 Hrs)
14.	Validity of bids	:	30 days from Bid due date

15.	Commencement of Work	:	Within 01 day of date of LOA
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## Section 04: Instructions to Bidders

### 4.1 Scope of Bid

The Employer wishes to receive Bids for Selection of experienced and capable Contractor for the "Supply, Installation, Testing and Commissioning of Kitchen Equipments in Convention Centre at ITPO, Pragati Maidan, New Delhi, including Defects Liability Period of 2 (Two) years."

#### Eligibility of bidder

For determining the eligibility of Bidder for their qualification hereunder, the following shall apply:

- a) The bidder may be an individual, proprietary firm, partnership firm, Limited company, Private or public or corporation. The bidder in the form of JV/ Consortium is not allowed.
- b) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.
- c) 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 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.
- d) The bidders shall quote the rates for the proposed items as per the specifications prescribed in the tender indicating brand name alongwith the model no. & description.

#### 4.1.1 To be eligible for the bidding, the bidder shall fulfill the following conditions of eligibility:

##### (A) Technical Capacity:

1. The Bidder should have satisfactorily completed similar works as mentioned below during the last seven (7) financial years, the July 2022. For this purpose cost of work shall mean gross value of the completed work. This should be certified by an officer not below the rank of Executive Engineer / Project Manager or equivalent of the employer(s). The bidder also has to file an affidavit for the same.

Three similar completed works each costing not less than 40% of the estimated cost.

OR

Two similar completed works each costing not less 60% of the estimated cost.

OR



One similar completed work costing not less than 80% of the estimated cost. LOI With completion certificate will be acceptable as a work of proof.

2. The bidder should have sufficient number of Technical and Administrative employees for the proper execution of the contract. The bidder shall have to submit a list of these employees stating clearly how these would be involved in this work within 15 days of award of work.
3. "Similar Works" shall mean – SITC of Kitchen Equipments including, but not limited to, on Turnkey/Item Rate/ Supply basis for a Public/ Commercial Buildings/ Hotels/ Exhibitions/ Convention Centres/ Airports / Stadiums/ Schools, buildings of reputed organizations/ departments etc. in last 7 (Seven) years. A copy of completion certificates must be enclosed with the bid.

**(B) Financial Capacity:**

1. The bidder should have an average annual financial turnover (Gross) 50% of estimated cost during the last five consecutive years ending 31st March 2022, balance sheets duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average. (Scanned copy of Certificate from CA to be uploaded). The Bidder should submit attested copies of Balance sheet and auditor's report / CA Certificate for the Financial Year.
2. Net Worth: The Bidder shall have a minimum net worth certificate equal to 20% of the estimated cost issued by the certified Chartered Accountant (on the format prescribed in form B-1).

For the purposes of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

3. The bidder should not have incurred any loss (profit after tax should be positive) in more than two years during available last five consecutive balance sheets, duly certified and audited by the Chartered Accountant. The balance sheet in case of Private / Public Ltd. Company means its standalone finance statement and consolidated financial statement both.
4. The bidder should have a Solvency of the amount equal to 40% of the estimated cost Certified by his bankers.

**4.2 Number of Bids and costs thereof**

- 4.2.1 No Bidder shall submit more than one Bid for the Project.
- 4.2.2 The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

**4.3 Site visit and verification of information**

Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids as 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 the risk, contingencies and other circumstances which may influence or affect their tender. A Bidder shall be deemed to have full knowledge of the site, whether he inspect it or not and no extra charges consequent on any misunderstandings or he inspect it or not and no extra charges consequent on any misunderstandings or otherwise shall be allowed. Concept Layout Plan is attached for reference.

The dimensions statement highlighted in the concept plan are indicative in nature only.

**4.4 Acknowledgement by Bidder**

Addition: NIL    Correction: NIL    DM (E)/ITPO    SM (E)/ITPO  
Overwriting: NIL    Deletion: NIL

- 4.4.1 Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself of the scope and specifications of the work to be done.
- 4.4.2 The Employer shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

#### **4.5 Right to accept or reject any or all Applications/ Bids**

- 4.5.1 Notwithstanding anything contained in this RFP, the Employer reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the Employer rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 4.5.2 The Employer reserves the right to reject any Application and/ or Bid if:
- (a) at any time, a material misrepresentation is made or uncovered, or
  - (b) The Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Bid.

If the lowest Bidder is disqualified/ rejected and if such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Employer reserves the right to:

- (i) invite the next lowest Bidder to match the price bid of the first lowest bidder
  - (ii) Take any such measure as may be deemed fit in the sole discretion of the Employer, including annulment of the Bidding Processes.
- 4.5.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Defects Liability Period, that one or more of the bid conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the LOA or entering into the turnkey Agreement, and if the Bidder has already been issued the LOA or has entered into the turnkey Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Employer to the Bidder, without the Employer being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Employer may have under this RFP, the Bidding Documents, the turnkey Agreement or under applicable law.

The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder.

#### 4.6 Checklist for Submission

4.7 The Bidder shall submit the BID online along with other supporting scanned documents as mentioned below:

SR. No.	Check List for online submission of Technical Bid Documents	Attached	
		Yes	No
1.	Tender Documents Duly Signed & Stamped		
2.	Copy of Receipt, having verifiable bank recognized details, of deposition of EMD & cost of tender document electronically by NEFT/RTGS /IMPS in the Account of ITPO from any scheduled bank. Bank Guarantee is also acceptable as part of earnest money is acceptable in the form of Bank Guarantee also. 50% of Earnest Money or Rs. 20 Lakhs whichever is less will have to be deposited in the shape of prescribed form and balance can be accepted in form of bank guarantee issued by a scheduled bank.		
3.	Letter of Transmittal		
4.	Bank Solvency Certificate. (Form B) / Net worth certificate (Form B-1)		
5.	Performance report of works referred in Form-D.		
6.	Copy of schedule of Quantity of final bill in support of each eligible similar nature of work completed by the bidder during last seven years.		
7.	Structure & Organization and other details as per Form E, F.		
8.	Copy of registration with EPFO and ESI.		
9.	Agency will also upload the Affidavit that if the details of work done of similar nature as uploaded is found incorrect then the bid will be treated as invalid and agency will liable to black listed/ debarred for tendering in ITPO and Engineer- in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.		
10.	Any other documents as specified in the NIT.		
11.	Copy of Labour Law Registration Certificate.		
12.	(Letter comprising the Technical BID) Appendix-I;		
13.	Power of Attorney for Authorized Representative, Appendix - II		
14.	Integrity Pact as per Appendix – IIIA & B		
15.	Non-Disclosure Agreement as per Appendix-IV		
16.	Copy of PAN & GST or Undertaking if not registered in Delhi		
17.	Proof of average annual financial turnover of firm during last 5 years ending 31st March 2022 equal or more than 50% of the estimated cost. The copies of Balance sheet and auditor's report / CA Certificate for the Financial Years.		
18.	Proof of having successfully completed similar works during last 7 years ending last 31st March 2022 equal or more than as per following:		
	a. Three similar completed works each costing not less than the amount equal to 40% of the Estimated cost.		
	b. Two similar completed works each costing not less than the amount equal to 60% of the Estimated cost.		
	c. One similar completed work costing not less than the amount equal to 80% of the Estimated cost.		
19.	All the above certificates /documents shall be submitted by the firms duly signed with seal and uploaded online. The original shall be produced for verification as and when required.		

#### **4.7 Physical Submission of Technical Bid Documents to ITPO Office**

Each of the documents to be submitted physically shall be placed in a sealed envelope and addressed to:  
The Employer's address details as given below:

Attn. of: Sr. Manager(Electrical)  
Address: India Trade Promotion Organisation, Pragati Maidan  
New Delhi – 110001

If the envelopes are not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

#### **4.8 Clarifications and Amendments to Tender Documents**

Interested Parties may seek clarification on this tender document within 4 days from date of floating of tender document. Any request for clarification must be sent to below mentioned email address:

The Employer will endeavour to respond to all the queries.

#### **4.9 Amendment of tender documents:**

At any time prior to the deadline for submission of Bid, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP by the issuance of Addenda.

Any Addendum thus issued will be published only on the website <https://eprocure.gov.in/eprocure/app> and <https://www.indiatradefair.com>

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, in its sole discretion, extend the Bid Due Date.

#### **4.10 Preparation and submission of Bid**

##### **(h) Language**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

##### **(ii) Format and signing of Bid Application**

The Bidder shall provide all the information sought under this RFP. The Employer will evaluate only those Bids that are received online in the required formats and complete in all respects, Tender Document Fee, POA and are received in Hard copies. Incomplete and /or conditional Bids shall be liable to rejection.

**(iii) Bid Due Date**

Bids should be submitted online before 1500 hours IST on the Bid Due Date, and physical documents should be submitted at the address provided in the Data Sheet before 1500 hours IST on the Bid Due Date in the manner and form as detailed in this RFP. The Employer may, in its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all Bidders.

**(iv) Late Bids**

Bids received by the Employer after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

**(v) Modifications/ substitution/ withdrawal of Bids**

- a) The Bidder may modify, substitute or withdraw its e- BID after submission prior to the BID Due Date. No BID shall be modified, substituted or withdrawn by the Bidder on or after the BID Due Date & Time.
- b) Any alteration / modification in the BID or additional information supplied subsequent to the BID Due Date, unless the same has been expressly sought for by the Employer shall be disregarded.
- c) For modification of e-BID, bidder has to detach its old BID from e-tendering portal and upload / resubmit digitally signed modified BID.
- d) For withdrawal of BID, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-BID.
- e) Before withdrawal of a BID, it may specifically be noted that after withdrawal of a BID for any reason, bidder cannot re-submit the e-BID.

**4.11 Evaluation Process**

**(i) Evaluation of Technical Bids**

Bids for which a notice of withdrawal has been submitted shall not be opened.

The Employer will examine and evaluate Bids in accordance with the provisions set out in this tender document.

Bidders are advised that qualification of Bidders will be entirely at the discretion of the Employer. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

Any information contained in the Bid shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all bid (s) without assigning any reasons.

If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Employer may, in its sole discretion, exclude the relevant project/similar work from computation of the Eligible Score of the Bidder.

In the event that a Bidder claims credit for an Eligible Project and such claim is determined by the Employer as incorrect or erroneous, the Employer shall reject such claim and exclude the same from computation, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material misrepresentation, the Employer reserves the right to reject the Application and

/ or Bid in accordance with the provisions of this tender document.

After evaluation of Technical Bids as per the Evaluation Criteria, the Employer will inform the technically responsive Bidders whose financial bids shall be opened. The Employer shall notify other bidders that they have not been technically responsive. The Employer will not entertain any query or clarification from Bidders who fail to qualify.

**(ii) Confidentiality**

Information relating to the examination, clarification, evaluation, and recommendation for the qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Employer in relation to or matters arising out of or concerning the Bidding Process. The Employer will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Employer may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Employer or as may be required by law or in connection with any legal process.

**(iii) Clarifications of Bids/ Shortfall Documents**

- To facilitate evaluation of BIDs, the Employer may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- If the Bidder does not provide clarifications sought above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Employer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

**4.12 Prices to be in Figures and Words**

The BID shall be furnished in the format exactly as per item rate BOQ, clearly indicating the BID amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

In case, there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected. When there is a difference between the prices in figures and words, the price in words shall prevail.

Such discrepancy in an offer shall be conveyed to the Bidder by asking him to respond by a target date and if the bidder does not agree or rectifies the discrepancy, the same is liable to be rejected.

- a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c) Whenever there is a difference between the Financial Quote (as submitted by the Bidder) and the corrected value (after arithmetic verification), the lower of the two values will prevail.

## **Section 05: Criteria for Evaluation**

### **5.1 Evaluation parameters**

Only those Bidders who meet the eligibility criteria specified in the RFP shall qualify for evaluation under this Section 5. Bids of firms who do not meet these criteria shall be rejected.

The Bidder's competence and capability is proposed to be established by the following parameters:

- a) Technical Capacity
- b) Financial Capacity

### **5.2 Technical Capacity for purposes of evaluation**

Eligible Experience for similar works shall be measured along with completion certificates.

For a work to qualify as an Eligible work for the similar work, the Bidder should have executed the works fully during the last 7 (Seven) financial years immediately preceding the Bid Due Date submitted along with the Completion Certificate.

### **5.3 Financial information for purposes of evaluation**

In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor / CA shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports / CA Certificate and Balance Sheet for last 5 (Five) financial years.

The Bidder must establish the minimum Financial Criteria specified in the RFP, and provide details as per format at Annex-II B of Appendix-I.

### **5.4 Qualification of Bidders**

The Bidders meeting the qualification requirements as per this RFP shall be notified officially after due verification of their credential information in support of qualification.

The bidder shall also upload the following documents along with the bid to enable the Employer to have an insight into the understanding of the tender and preparedness of the bidder toward the tender:

- a) A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of Bidding Document.
- b) The technical evaluation as specified in this tender will be carried out only for those Bidders who submit the BID SECURITY and tender fee as prescribed in this tender.

### **5.5 Opening of Financial Bid**

Based on this technical evaluation, a list of technically qualified Bidders shall be prepared. Only the Financial Proposals of technically qualified Bidders will be opened. The Bidder quoting the lowest amount including all taxes and duties shall be awarded the work.

The Financial Proposals will be opened publicly in the presence of Bidders' representatives who choose to attend. The name of the Bidder and the quoted prices will be read aloud and recorded when the Financial Proposals are opened. Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

## **5.6 Selection of Bidder**

The Bidder whose bid has been technically qualified in terms of provisions of this tender document and who has quoted lowest cost (inclusive of all taxes and duties shall be declared as the selected bidder (the "Selected Bidder").

If the bid of the successful bidder is seriously unbalanced in relation to the Employer's estimated cost of the work to be performed under the contract, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices.

In the event that the Employer rejects or annuls all the BIDs, it may, in its discretion, invite all eligible Bidders to submit fresh BIDs hereunder.

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Employer to the Selected Bidder and the Selected Bidder shall, within 3 (three) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the bidder to execute the Agreement within a period of 10 working days from the issuance of LoA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.



## Section 06: Special Conditions of Contract

### 6.1 Order of Priority of Contract Documents

Where there is any conflict between the various documents in the contract, the following order of priority shall be followed i.e. a document appearing earlier shall override the document appearing subsequently:

- 1) Agreement
- 2) Letter of Acceptance of Tender
- 3) Special Conditions of the Contract
- 4) Broad Scope of work and Technical Specifications
- 5) General Conditions of Contract
- 6) Tender Drawings
- 7) Bill of Quantities
- 8) Relevant codes and Standards

### 6.2 Contract Agreement

The Contractor shall enter into and execute the Contract agreement in the form of agreement (Section: 10) within 10 working days from the date of issue of Letter of Acceptance. The stamp papers of the requisite value as per the prevailing laws shall be provided by the Contractor at his own cost. Original agreement shall be retained by the Employer and a certified copy shall be made available to the Contractor.

### 6.3 Contractor's Representative

When the Contractor is not in a position to be present, he shall keep responsible representative at site or work place during all working hours, who shall present himself to the Employer/Employer's Engineer, Employer's Engineer's Representative or their Assistants. The instructions and orders given to the Contractor's representative shall be deemed to have the same force as if they have been given to the Contractor. The Contractor should furnish the necessary Power of Attorney in favour of his representative for the purpose of this clause. Failure on part of the Contractor to comply with this provision shall constitute a breach of Contract and may lead to action as per relevant clause of RFP.

### 6.4 Provisions of Efficient and Competent Staff

The Contractor shall employ and keep on the works at all times efficient and competent staff to give necessary directives to his workers to see that they execute works in a safe and proper manner. The Contractor shall employ only such supervisors and workmen as are capable, careful, and skilled.

The Contractor shall appoint and nominate key personnel, preferably an Architect and Kitchen Consultant, who will head the Contractor's design unit and shall be responsible for preparation of preliminary and detailed designs & shop drawings and their approval during execution from the employer.

The Employer/ Employer's Engineer shall be at liberty to object to and order the Contractor to remove forthwith from the works, any person employed by the Contractor in or about the execution of works or maintenance of works, who, in the opinion of the Employer's Engineer, mis-conducts himself or is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered by the Employer's Engineer to be undesirable and such person shall not be employed again in the works without the written permission of the Employer's Engineer. Any person so removed from the works shall be replaced within 7 working days by a competent substitute.

### 6.5 Design and Execution Phase

The dimensions/ area statement highlighted in the concept plan are indicative in nature only. The Contractor

will have to further develop the details and prepare the drawings in line with the Tender Drawings, BOQ and Specifications, broad scope of works.

The Design Phase shall immediately commence upon issuance of LOA to the Contractor. Contractor's submittals during Design Phase for the Scope of Works shall include the following stages:-

- i. Good for Construction Drawing (GFC) and Technical Data Sheet
- ii. Shop Drawings (SHD)
- iii. As-Built Drawings (ABD)

However, the approval for each stage shall be taken by the contractor from Employer's Engineer who shall duly communicate approvals or any comments therein within a period of 1 working day. If no response is received from Operator and Employer's Engineer within the stipulated period of 1 working day, the contractor shall move to the next stage however, the execution of the works shall only start after the approval of Employer's Engineer/ Employer.

## **6.6 Specifications and Drawings**

The Contractor shall keep at site in good condition one copy of latest approved Specifications and Drawings and also such other Contract documents as may be necessary and make them available to the Employer/Employer's Engineer or his Representative at all reasonable times. Any specification & drawing shall not be used on any other work or communicated to a third party by the Contractor.

## **6.7 Adherence to Specifications and Drawings**

The work shall be executed in perfect conformity with the specifications and drawings approved by the Operator/ Employer/ Employer's Engineer unless deviations if any are approved. If the Contractor does any work or part of work in a manner contrary to the specifications or drawings without the Employer's Engineer, he shall bear all the costs arising there from including dismantling and reconstruction strictly in accordance with the specifications and drawings and shall be responsible for all the losses/delays to the Employer/Employer's Engineer.

## **6.8 Meaning & Intent of Specifications and Drawings**

If any ambiguity arises as to the meaning and intent of any portion of the specifications and drawings or as to execution or quality of any work or material or as to the measurement of the works, the decision of the Employer/ Employer's Engineer thereon shall be final and binding. The contractor also needs to do the following:-

- i. As-built site measurements to be taken and GFC drawings need to be updated accordingly.
- ii. In case the site is not ready, 80% of Equipments between the walls or columns can start production, rest will only be once the exact site measurements are possible.
- iii. The in-fillers between the Equipments should not be more than one inch. Any gap more than one inch will result in change of Equipments.
- iv. One person as a coordinator will be site-based from one week of work award and will be there till it is commissioned/ handed over to the operator.

## **6.9 Terms of Payment**

There will be no cost escalation on the tendered amount. Mobilization advance up to 10% of tender value will be admissible in installment of 5% each.

Payments shall be made on account against the (Running Account) R.A. Bills only to be produced by the

Contractor and verified by the Employer's Engineer / Authorized Officer of ITPO.

Schedule of Completion of works and Payment Terms: The work shall be completed as per the following milestones. The payment shall be released against each item only on completion of the respective milestone or part thereof. Payment shall be made as per the item executed by the Contractor and certified by the Employer's Engineer in accordance to Specification and price bid on a monthly basis subject to deductions and recoveries as per provisions of the contract.

Sr. No.	Deliverables Description	Payment Percentage
1.	Preparation by the vendor of GFCs, Shop drawings & Technical Data Sheets and their approval by the employer	2%
2.	Material Supply including all fixtures (to be released item and number wise)	50%
3.	100% Installation including all fixtures (to be released item and number wise)	35%
4.	After successful integrated Testing & Commissioning	13%

The above payment schedule shall be made in part of each items of Price Bid.

Security Deposit shall be deducted from each running/ final bill of the contractor @ 2.5% of the gross value of the Running Account/ final bill. The Security Deposit shall be refunded after the completion of the Defect Liability period i.e. 2 years.

No interest shall be payable to the Contractor on the amount retained in cash towards Security Deposit.

All applicable statutory deduction to be done by the Employer before release of any payment to the Contractor.

#### 6.10 Performance Bank Guarantee

The Contractor shall, for the performance of its obligations hereunder during the Construction Period, provide to the Employer performance guarantee, within 07 (Seven) working days of the date of LOA. Performance Guarantee may be furnished in the form of an Account Payee Demand Draft/ Bank Guarantee/ Fixed Deposit Receipt from a nationalized or commercial scheduled bank, issued/confirmed from the bank in an irrevocable and unconditional Guarantee in the form set forth in RFP (the "Performance Guarantee") for an amount equal to 3% (three percent) of the Contract Value. The Performance Guarantee shall be valid until 60 (sixty) days after the completion of the project.

In the event the Contractor fails to provide the Performance Guarantee within 07 (seven) working days of the date of LOA, it may seek extension of time for a period not exceeding 5 (five) days on payment of Damages for such extended period in a sum calculated at the rate of 0.5% (zero point five per cent) of the Contract Value for each day until the Performance Guarantee is provided.

#### 6.11 Extension of Performance Guarantee

The Contractor may procure the extension of the validity of the Performance Guarantee, as necessary, at least 2 (two) months prior to the date of expiry thereof. Upon the Contractor providing an extended Performance Guarantee, the previous Performance Guarantee shall be deemed to be released and the Employer shall return the same to the Contractor within a period of 7 (seven) business days from the date of submission of the extended Performance Guarantee.

## **6.12 Appropriation of Performance Guarantee**

Upon occurrence of a Contractor's Default, the Employer shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Guarantee as Damages for such Contractor's Default. Upon such encashment and appropriation from the Performance Guarantee, the Contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Guarantee, and in case of appropriation of the entire Performance Guarantee provide a fresh Performance Guarantee, as the case may be, and the Contractor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Employer shall be entitled to terminate the Agreement in accordance with relevant clause of RFP. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Contractor's Default, and in the event of the Contractor not curing its default within such Cure Period, the Employer shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with relevant clause of RFP.

## **6.13 Release of Performance Security**

The Employer shall return Performance security after successful completion of the Defect Liability Period.

## **6.14 Security Deposit:**

Security Deposit shall be deducted from each running/ final bill of the contractor @ 2.5% (Two and half per cent only) of the gross value of the Running Account/ final bill.

No interest shall be payable to the Contractor on the amount retained in cash towards Security Deposit.

## **6.15 Release of Security Deposit:**

The Security Deposit shall be released to the Contractor after preparation of final bill and acceptance of the same by the Contractor and after the expiry of the defect liability period specified in the Contract, reckoned from the date on which the Employer's Engineer shall have issued the Certificate of Completion comprising the whole of works. The Security Deposit shall be released after all failures, defects, imperfections, shrinkages and faults have been rectified by the Contractor to the satisfaction of the Employer's Engineer and Defect Liability certificate is issued by the Employer's Engineer.

Upon occurrence of a Contractor's Default, the Employer shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Security Deposit as Damages for such Contractor's Default.

## **6.16 Completion Period**

The work is required to be completed within a period as specified in the 'Data Sheet' i.e. 90 days from the date of issue of letter of acceptance for fabricated and domestic equipments and extra 30 days for imported equipments. The completion period indicated in the tender documents is for the entire work of planning, designing, supplying, installation, testing, commissioning, taking all statutory approvals/license and handing over of the entire system to the satisfaction of the Employer's Engineer.

## **6.17 Defects Liability Period**

All Equipments & works shall be guaranteed for a period of 24 months from the date of handing over to the Employer/Employers representative against unsatisfactory performance and/or break down due to

defective design / installation / workmanship / material. The Contractor shall be responsible for removing all the defects, free of cost, of all the Equipments or components, or any part thereof, during the defect liability period as specified in the Tender by way of repair/ rectification / replacement. The turnaround time during the defect liability period would be a maximum of 48 hours.

In case it is felt by the Employer's Engineer that undue delay is being caused by the contractor in rectifying the defects, the same will be got done by the Employer's Engineer at the risk and cost of the contractor. The decision of the Employer's Engineer in this regard shall be final.

Any Guarantee/Warranty provided by any of the Equipments manufacturers shall be directly transferred to the Employer without any cost.

If any Equipments manufacturer is providing Annual Maintenance Contract (AMC) of the Equipments supplied, the same shall be transferred to the Employer directly without any cost.

The Contractor shall provide complete details of the Equipments and of OEM's necessitated for entering into AMC wherever needed/desired by the Employer and provide the documentation like the PO and original conditions of supplies to contractor.

#### **6.18 Programme of Work**

The Contractor shall submit the programme for completion of work to the Employer's Engineer for his approval within 7 days from the date of receipt of letter of acceptance. Unless otherwise directed, the programme shall be in the form of Bar-Chart showing proposed execution of quantities of principal items of work. The programme shall be related to the capability of Equipments proposed to be deployed and site conditions. The Contractor shall also provide in writing methodology for execution of major items of work as desired by the Employer's Engineer. The submission and approval of such programme shall not relieve the Contractor of any of his duties or responsibilities or obligations under the contract. The Employer's Engineer shall have full power and authority during the progress of work, to issue such instructions as may be necessary for the proper and adequate execution of the work.

#### **6.19 Co-Ordination with Other Agencies**

Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies like the existing contractors working in ITPO premises, IGL, BSES, DFS, SDMC, etc. Suppliers of Bought out items that will be provided by the employer etc. will be Contractor's responsibility. In case of any dispute, the decision of Employer shall be final and binding on the contractor. No claim whatsoever shall be admissible to the contractor on this account.

#### **6.20 Approvals**

Obtaining approval from Delhi Fire Department with respect to the Equipments installed, facilitate necessary documentation required for obtaining NOC and approvals for the complete execution of the works shall be deemed to be included in quoted rates and shall be the sole responsibility of contractor.

#### **6.21 Base Rates**

All the base rates mentioned in the Contract are FOR site and includes all applicable taxes, loading/unloading, lifting, transportation, installation, testing and commissioning etc.

#### **6.22 Liquidated Damages**

If the delay in the completion of the whole works or a part of the works, beyond stipulated completion period, is

due to the Contractor's failure or fault, and the Employer's Engineer feels that the remaining works or the portion of works can be completed by the Contractor in a reasonable and acceptable short time, then, the Employer's Engineer may allow the Contractor extension or further extension of time, for completion, as he may decide, subject to the following:

The contractor shall pay a penalty at rate of 1.50% of the total Contract Value, applicable for each week of delay in completion date or part thereof subject to a maximum of 10% of the total contract value.

### **6.23 Insurance**

Depending on the nature of work, Contractor's All Risk (CAR) Policy shall be obtained by Contractor at his own cost as per the requirement. At the time of taking policy, possible time over-run, if any, may be taken into account in deciding the period/validity of the policy. The above insurance shall cover the risks normally covered under the CAR policy. Any item not covered under the above policy shall be the responsibility of the Contractor.

Before commencing of works, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of the Contractor and Employer from reputed companies under the following requirements:

- a) Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out the performance of the Contract.
- b) Machinery and Equipments brought to site by the Contractor.
- c) Any other insurance cover as may be required by the law of the land.

The Contractor shall provide evidence to the Employer/Employer's Engineer before commencement of work at site that the insurances required under the contract have been affected and shall within 30 days of the commencement date, provide the insurance policies to the Employer/Employer's Engineer. The Contractor shall, whenever, called upon, produce to the Employer's Engineer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue to be in force.

The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract.

The Employer/Employer's Engineer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor. The Contractor shall indemnify and keep indemnified the Employer/Employer's Engineer against all such damages and compensation for which the Contractor is liable.

The Policies of the Contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the Employer's Engineer in the insurance policies mentioned above, then in such cases, the Employer may effect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the Employer in this regard from the payment due to the Contractor or from the Contractor's Performance Security. However, the Contractor shall not be absolved from his responsibility and/or liability in this regard.

### **6.24 Supply of Water and Electric Power**

For the execution of the works, the Contractor shall be responsible for procuring of all power, water and other services that it may require. The Employer may facilitate in getting the Water and Electricity on a chargeable basis from the Existing EPC Contractor working in ITPO premises. However, the Contractor shall be liable for Co-ordination from the existing Contractor for this purpose. The distribution of the same for the execution of works including proper lighting, ventilation etc. shall be the sole responsibility of the Contractor. No claims whatsoever made by the Contractor on this account shall be entertained at any cost by the Employer.

### **6.25 Implementation of Quality Management System**

The Contractor shall follow and implement Quality Management System as per IS/ISO-9001 latest.

The Contractor shall execute the work following the safety policy of the Project which shall include providing safety Equipments, safety shoes, helmets to all workers, erecting of safety barricades and displaying safety posters and instructions about awareness for safety.

The Contractor shall arrange timely calibration of all his measuring and testing Equipments at his own cost from reputed laboratory and supply of calibration certificates to the Employer's Engineer.

The Contractor shall ensure maintenance and overhauling of all his plant and machinery to satisfy the requirements of IS/ISO-9001 latest.

The Contractor shall arrange to provide test certificates issued by manufacturers for materials supplied by him or arrange to test the materials at his own cost in a reputed laboratory and supply test certificates to the Employer's Engineer.

The Contractor shall implement full process control by issue of work instructions and checklists and maintaining latest drawings, specifications and codes.

## Section 07: General Conditions of Contract

### 7.1 Definitions

In the Contract, as herein after defined, the following word expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

- a) "Employer or Owner" means the India Trade Promotion Organisation (ITPO in abbreviation) acting through its CMD or any other authorized officer and shall include their legal successors in title and permitted assignees.
- b) "Employer's Engineer or Engineer in Charge or Employer's Engineer's Representative" means the officer or TPQA authorized by the Employer to act on his behalf and for the purpose of operating the contract.
- c) "TPQA or Third-Party Quality Assurance" means the consultant hired/engaged by the employer for supervision of works. For all practical purposes, the contractor would report to TPQA for all day to day activities.
- d) "Contractor/Kitchen Vendor" means an individual, proprietary firm, partnership firm, limited company, private or public or corporation. The bidder in the form of JV/Consortium is not allowed.
- e) "Contractor's Representative" shall mean the person responsible for execution of the contract who shall be so declared by the Contractor and who shall be authorized under a duly executed power of attorney to comply the instructions and to use, receive materials issued by the Employer's Engineer to the Contractor for works. He shall be capable of taking responsibility for proper execution of works.
- f) "Tenderer or Bidder" means an individual, proprietary firm, partnership firm, limited company, private or public or corporation. The bidder in the form of JV/Consortium is not allowed.
- g) "Scheduled Bank" means a bank included in the second schedule to the Reserve Bank of India Act, 1934, or modification thereto.
- h) "Contract" shall mean and include the, Agreement or Letter of Acceptance, the accepted Bill of Quantities and Rates, the General Conditions of Contract, Special Conditions of Contract, Appendix to Tender, Form of Bid, Instructions to the Tenderers, Drawings, Specifications and other Tender Documents.
- i) "Tender or Bid" means the offer (Technical and Financial) made by individual, firm, Company, corporation for the execution of the works.
- j) "Specifications" means the specifications referred to in the Contract and any modification thereof or addition thereto, or as may from time to time be furnished or approved in writing by the Employer's Engineer.
- k) "Drawings" means the Concept Drawings annexed to the Contract or referred in it and shall include any modifications of such Drawings and further Drawings as may be issued or approved by the Employer's Engineer.
- l) "Bill of Quantities (BOQ)" means list of items of work, their quantities and rates.



- m) "Original Contract Value" means the sum stated in the letter of Acceptance/Contract Agreement.
- n) "Contract Value / Contract Price" means the original contract value subject to the adjustments in accordance with the provisions of the Contract.
- o) "Permanent Work(s)/ Work(s)" means the works (other than temporary works) to be executed in accordance with the Contract or part/s thereof as the case may be and shall include extra or additional, altered or substituted items of work as required for performance of the Contract.
- p) "Site" means the land and/or other places on, under, in or through which the works are to be carried out, and any other lands or places provided by the Employer/Employer's Engineer for the purpose of the Contract.
- q) "Material/s" means all Equipments, components, fittings and other materials including raw materials, which form part of the permanent works.
- r) "Test" means such tests as prescribed in the Contract or by the Employer's Engineer or Employer's Engineer's Representatives, whether performed by the Contractor or by the Employer's Engineer or his Representative, or any agency approved by the Employer's Engineer.
- s) "Approval or Approved" means approval in writing including subsequent written confirmation of previous verbal approval.
- aa) "Defect Liability Period" means the specified period of defects liability from the date of completion of the work as certified by the Employer's Engineer.
- bb) "Letter of Acceptance" means the letter from the Employer to the Contractor, conveying acceptance of the Tender.
- cc)
  - i) "Month" means the Gregorian calendar month.
  - ii) "Day" means the calendar day.
  - iii) "Time" expressed by hours of the clock shall be according to the Indian Standard time.
  - iv) "Tender Date" means closing date fixed for receipt of tenders as per RFP or extended by subsequent notification.
- dd) "Rupees" (or Rs. in abbreviation) shall mean Rupees in Indian currency.
- ee) i) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner, whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning this Contract, or any official of the Government or the State Government etc before or after the execution thereof (including in course of performance under or pursuant to this Contract), at any time prior to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of this Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or this Contract, who at any time has been or is a legal, financial or technical adviser to the Employer in relation to any matter concerning the Project;

ii) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Employer under or pursuant to the Contract;

iv) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

v) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **7.2 Heading and Marginal Notes**

The top heading and marginal notes given in the tender or Contract documents are solely for the purpose of facilitating reference and shall not be deemed to be part thereof and shall not be taken into consideration in the interpretation or consideration thereof.

## **7.3 Notices, consents, Approvals, Certificates and Determination**

Wherever in the Contract provision is made for giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

## **7.4 Measurements and Arithmetic Conventions**

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down

## **7.5 Singular, Plural and General**

Words importing the singular only also include the plural and vice versa where the context requires. Similarly, words importing masculine gender also include the feminine gender.

## **7.6 Communication and Language of Contract**

All notices, communications, references and complaints by either party to the Contract shall be in writing in English. Communication from only authorized representative of the Contractor shall be entertained.

## **7.7 Language of Contract**

The Contract document shall be drawn up in English.

## **7.8 Laws Governing the Contract**

The Contract shall be governed by the laws in force in India. Jurisdiction shall be of Delhi NCR.

## **7.9 Contractor's Understanding**

The Contractor shall be deemed to have satisfied himself, before tendering, as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bill of Quantities, all of which shall except in so far as it is otherwise provided in the Contract, cover all his obligations under the Contract and

all matters and things necessary for the proper execution, completion and maintenance of works.

## Communication Between Employer/Employer's Engineer and Contractor

### **7.10 Instructions in writing**

Instructions given by the Employer's Engineer shall be in writing, provided that if for any reason the Employer's Engineer considers it necessary to give any instructions orally, the Contractor shall comply with such instructions. Confirmation in writing of such oral instruction given by the Employer's Engineer, whether before or after carrying out of the instructions, shall be deemed to be instructions within the meaning of this sub-clause.

The Contractor shall also be bound to carry out any instructions issued by Employer as confirmed by the Employer's Engineer.

All certificates, notices, written orders or letters, to be given by the Employer or the Employer's Engineer to the Contractor, shall be deemed to have been served, if the same are delivered to the Contractor or his authorised representative, or delivered or left at or posted to the given address of the Contractor or Contractor's registered office or principal place of business or communicated electronically. Such documents shall be deemed to have been received on the day they are left or delivered, or in the case of postal transmission, on the day they would ordinarily have reached but not exceeding 7 days from the date of posting inclusive of day of posting, in any case.

### **7.11 Notices to Employer and Employer's Engineer**

All notices to be given to the Employer or to the Employer's Engineer, under the terms of the contract, shall be served by sending by Speed/Registered post or by delivering the same or electronically, to the respective nominated addresses.

### **7.12 Change of Address**

Either party may change the nominated address by prior written notice to the other party.

### **7.13 Change in constitution of Firm**

In case of any change in the constitution of Contractor's firm, the same shall forthwith be notified by the Contractor to the Employer's Engineer and the Employer.

### **7.14 Obligations of the Employer**

The Employer shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder. All communications relating to contract management, project management, design management up to handover on this project shall be submitted to the Employer's Engineer for final approval of Employer.

The Scope of the Project, Project Facilities, Specifications and Standards and the criteria for testing of the completed Works are for design and installation purposes however, the responsibility shall finally rest with the contractor.

The Employer shall ensure release of timely payments, advances, extra item approvals.

Duties of Employer's Engineer and Employer's Engineer's Representative

Duties and Authority of Employer's Engineer

The Employer's Engineer shall carry out the duties specified or implied in the Contract including issue of instructions, decisions, certificates and orders, as are specified in the contract, or necessary for the observance / administration of the Contract and expeditious and timely completion of the work.

## **7.15 Duties and authority of Employer's Engineer's Representative**

The Employer's Engineer's Representative shall be responsible to the Employer's Engineer. His duties are to supervise the work and to test and examine any materials to be used or workmanship employed in connection with the works. He can issue day to day instructions to the Contractor in Site Order Book, which should be noted and complied by the Contractor. He shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract, nor except as expressly provided hereunder or elsewhere in the Contract, to order any work involving delay or any extra payment by the Employer, nor to make any variation of or in the works. He is authorized to measure the works for the purpose of payment.

## **7.16 Obligations of the Contractor**

### **i. General Responsibility of the Contractor**

The Contractor shall comply with the provisions of the Contract with due care and diligence to design (to the extent provided for in the Contract), execute, complete and maintain the works and remedy the defects in accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, plant, & Equipments and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and maintenance of works and rectification of any defects, as directed by the Employer's Engineer or his Representative.

### **ii. Site Operations and Methods of Execution:**

The Contractor shall take full responsibility for the adequacy, stability and safety of all site operations and method of construction, Provided that the Contractor shall not be responsible for the design and specifications of Permanent works or for the design or specifications of any temporary works provided by the Employer's Engineer. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such works, notwithstanding any approval by the Employer's Engineer.

### **iii. Appraisal of Errors / Omissions in the Drawings:**

The Contractor shall promptly inform in writing to the Employer's Engineer of any error, omission, fault and other defects, in the design, drawings or specifications for the works which are noticed while reviewing the Contract documents or in the process of execution of the works.

### **iv. Compliance with Regulations and Bye-laws:**

The Contractor shall comply with the statutory provisions relating to the works, regulations and by-laws of any local authority and undertaking, including those controlling the utilities such as water supply, sewerage, telephones, power supply, etc., in whose jurisdiction the work is to be executed. The Contractor shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid. It shall be the responsibility of the Contractor to arrange all necessary clearances and approvals from the concerned authorities or undertakings before the work is taken up. However, assistance, if any, may be provided by Employer/Engineer's Engineer.

### **v. Commencement of Work**

The Contractor shall commence the works within the time limit as specified in the Letter of Acceptance.

## **7.17 Access to Site of Work.**

### **i. Access to Employer's Engineer**

Addition: NIL Correction: NIL  
Overwriting: NIL Deletion: NIL

DM (E)/ITPO

SM (E)/ITPO

The Employer's Engineer or the Employer's Engineer's Representative, shall at all times have access to the works and to all workshops and places, where work is being performed and from where materials, manufactured articles or machinery are being obtained for the works, and the Contractor shall afford every facility and every assistance in obtaining the right to such access.

**ii. Access Road**

The Contractor shall provide necessary access roads to the site of work, from the nearest public thoroughfare/right of way, at his own cost, unless otherwise provided for in the contract.

**iii. Setting Out**

The Contractor shall be responsible for the true and proper setting out of the works using his own survey instruments, appliances and labour. If at any time during the progress of works, any error appears or arises in any part of the work, the Contractor on being required to do so by the Employer's Engineer, shall at once rectify such error, to the satisfaction of the Employer's Engineer. The Contractor shall also provide all necessary assistance in the form of labour and materials to Employer's Engineer or his representatives for checking the set out with his own instruments. The checking of any setting out, or of any line or level by the Employer's Engineer's representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof. The Contractor shall carefully protect and preserve all bench marks, reference pillars, pegs, and other things used in setting out the works.

**7.18 Temporary Works**

- i) All temporary works necessary for the proper execution of the works shall be provided and maintained by the Contractor at his own cost. All detailed working drawings, design, design calculations and fabrication drawings for important temporary works as decided by the Employer's Engineer, shall be prepared by the Contractor at his own cost and forwarded to the Employer's Engineer at least 7 days in advance of actual constructional requirements for his approval. Such approval shall not, however, relieve the Contractor of any of his responsibility in connection with the temporary works.
- ii) When the temporary works are no longer required, the Contractor shall remove the same at his own cost. In the event of failure on the part of the Contractor to remove the temporary works, the Employer's Engineer will cause them to be removed and cost incurred for removal, supervision, and other incidental charges shall be recovered from the Contractor.

**7.19 Indemnity by the Contractor**

**i. Indemnity against all actions of Contractor**

The Contractor shall hold and save harmless and indemnify the Employer/Employer's Engineer and their employees, from all actions, suits, proceedings, loss, costs, damages, charges, claims, liabilities and demands of every nature and description brought against or recovered from the Employer/Employer's Engineer and their employees by reason of any act or omission, negligence and errors of the Contractor and /or his representative and/or his Employees and/or his sub-contractors in the execution of the works or in the guarding of the same. All the sums payable by Employer/ Employer's Engineer by way of compensation under any of these conditions, shall be recovered from the dues of the Contractor, without reference to the actual loss or damage sustained, and whether or not any damage shall have been sustained.

**ii. Indemnity against all Claims of Patent rights and Royalties**

The Contractor shall hold and save harmless and indemnify the Employer, his officers and Employees from and against all claims and proceedings for or on account of infringement by the Contractor of copyright, any patent rights, design, trademark or name, secret process, patented or un-patented invention, articles or appliances manufactured or used for or in connection with the works and from and against all claims, proceedings, costs, damages, charges, and expenses whatsoever in respect thereof or in relation thereto. The

Contractor shall pay all royalties, taxes, rent and other payments or compensation, if any, for getting the materials required for the works and due fulfillment of the contract and indemnify Employer/Employer's Engineer against any claims in this regard.

### iii. **Damage to Life and Property**

The Contractor shall be responsible for all risks to works, nearby existing structures and life of his supervisors and workmen as also those of Employer or any trespassers from whatever cause in connection with the works until these are taken over by Employer/Employer's Engineer. The Contractor shall make good at his own expenses all loss or damages to life and property.

## 7.20 **Safety of Public and Public Utilities**

- i. Existing road or water courses or passage or staircases or any other utility shall not be blocked, cut through, altered, diverted or obstructed in any way by the Contractor, except with the permission of the Employer's Engineer. All compensation claimed by any Department/Organization for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the Contractor or his staff shall be recovered from any moneys due to the Contractor.
- ii. During progress of work in any street or thoroughfare, the Contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage. Water supply, sewer lines, Electrical and Telecommunication cables/wires etc. which may be interrupted by reason of execution of works shall be protected/diverted and maintained by the Contractor at his own cost. Barriers, lights and other safeguards as prescribed by the Employer's Engineer for the regulation of traffic including watchmen necessary to prevent accidents shall be provided by the Contractor at his own cost.
- iii. The Contractor shall be responsible for taking all precautions to ensure safety of the public utilities and public in the vicinity of works and shall post such watchmen at his own cost as may, in the opinion of the Employer's Engineer, be necessary to comply with the regulations applying to the work and to ensure safety.
- iv. Should the Contractor fail to implement the provisions as required in the above sub-clauses, the Employer's Engineer may provide necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

## 7.21 **Other Safety Provisions**

### i. **Safety of Labour and others**

The Contractor shall, at his own expense, arrange for the safety provisions as required by any law in force, in respect of the labour employed directly or indirectly for performance of the works, and shall provide all facilities in connection therewith.

### ii. **Safety of works**

The Contractor shall provide and maintain at his own cost, all lights, guards, signage, signalmen, fencing and watching arrangements when and where necessary, or as required by the Employer's Engineer for the protection of the works or for safety and convenience of those employed on works or of the public.

Mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property, or injury to or death of any employee/labour of Contractor, Employer/Employer's Engineer or any member of the public.

## 7.22 **Recovery of the cost from the Contractor**

Should the Contractor fail to implement the provisions as per RFP, the Employer's Engineer may provide

necessary arrangements and the cost of the same shall be recovered from the Contractor's payments/dues.

### **7.23 Care of Works**

From the commencement of the work until completion, acceptance and final takeover of the works by the Employer's Engineer/ Employer, the Contractor shall take full responsibility for the care of all works including temporary works, materials, goods and Equipments. In case any damage, loss or injury happens to the work or to any temporary works from any cause whatsoever, the Contractor shall at his own cost repair and make good the same so that on completion and at the time of final take over, the work shall be in good condition and in conformity in every respect with the requirements of the contract and the Employer's Engineer's instructions.

### **7.24 Dismantled Materials**

The Contractor shall not use, sell or otherwise dispose of, or remove, except for the purpose of this Contract sand, clay, furniture, light fittings, air conditioners or any other substance or materials, which may be obtained from any excavation made or dismantling done. All such items shall be the property of the Employer. The Contractor may be permitted by the Employer's Engineer to use the same for the purpose of works on mutually agreed payment terms.

### **7.25 Work during Night**

The Contractor is allowed to carry out work at night so as to complete the work within given timelines. Under any circumstances, no increase in rates or extra payment shall be admissible for the night work. The Contractor shall make adequate lighting and safety arrangements for night working. He shall also be responsible for any claim on account of any injury to or loss of life, of anyone, arising out of inadequate lighting, safety arrangements or due to any other failure of the Contractor.

### **7.26 Stores, Yards**

The Contractor shall at his own expense provide and maintain store-houses and yards at such locations and in such numbers as in the opinion of the Employer's Engineer are necessary for carrying out the works. The Employer's Engineer and the Employer's Engineer's representatives shall have free access to the said storehouses and yards at any time for the purpose of inspecting the stock of materials and plant so kept in hand. Any materials or plant which the Employer's Engineer may object to shall not be brought upon or used in the works and shall forthwith be removed from the storehouses or yards by the Contractor.

### **7.27 Tools, Plant and Equipments**

Except for any specific item mentioned in the contract, the Contractor shall have to make his own arrangements, at his own cost, Plant, Machinery and Equipments required for execution and completion of all works to the entire satisfaction of the Employer's Engineer. This shall also include all other associated Equipments, tools/tackles, spare parts, POL, consumables, stores, manpower as required for the execution of works.

### **7.28 Plant and Materials of the Contractor**

Contractor's plant/materials at site to be exclusive to the work

All plant and materials brought on the site by the Contractor be deemed to be exclusively intended for the execution of the work or part of the work and the Contractor shall not remove the same without the permission of the Employer's Engineer till completion of work or part of work.

### **7.29 Removal of Constructional Plant/Materials from Site**

Upon completion of the works, the Contractor shall remove from the site all the said constructional plant remaining thereon and unused materials belonging to the Contractor.

### **7.30 Loss or Damage to Constructional Plant/Materials**

The Employer/Employer's Engineer shall not at any time be liable for the loss of or damage to any of the said constructional plant, temporary works or materials.

### **7.31 Assistance to Contractor for Re-Export of Plant**

In respect of any constructional plant which the Contractor shall have imported for the purposes of the works, the Employer may assist the Contractor, where required in procuring any necessary government consent for re-export of such constructional plant by the Contractor after the completion of the works.

### **7.32 Assistance to Contractor for Customs Clearance**

The Employer may assist the Contractor, where required, in obtaining clearance through the customs of constructional plant, material and other things required for the works. This shall not dilute in any way the Contractors' obligations and responsibilities under the contract.

### **7.33 Contractor to Keep Site Clear**

During the progress of works, the Contractor shall keep the site reasonably clean and free from obstructions and shall store neatly construction plant and materials.

### **7.34 Health and Sanitary Arrangements for Workers**

No quarters shall be provided by the Employer for the accommodation of Contractor or any of his staff employed on works within the Site Premises.

### **7.35 Provision of labour Camp**

The Contractor, shall, at his own expense, make adequate arrangements for the housing, supply of drinking water, electricity, canteen and provision of latrines and urinals, for his staff and workmen employed for the work.

### **7.36 Compliance with Rules for employment of labour**

The Contractor shall comply with all laws, bye-laws, rules and regulations in force, pertaining to employment of local or imported labour, and shall take all necessary precautions to ensure and preserve the health and safety of all staff/workmen, employed on the works directly or through petty Contractors or sub-Contractors.

### **7.37 Medical facilities at site**

The Contractor shall, at his own cost, provide first aid and medical facilities at site as may be prescribed by the Employer's Engineer.

### **7.38 Use of Intoxicants**

The Contractor shall also ensure that no labour or employee is permitted to work at the site in an intoxicated state or under the influence of any drugs or drinks.

### **7.39 Engagement of Labour**

The Contractor shall make his own arrangements for the engagement of all labour, except as provided otherwise in the contract. The Contractor shall not employ any labour below the age prescribed in any labour legislation, directly or through petty Contractors or sub-Contractors, for execution of the work



## **7.40 Wages of Labour**

### **Wages under relevant laws.**

In dealing with labour and employees, the Contractor and his subcontractors (including piece rate and petty Contractors) shall comply fully with all prevailing laws and statutory regulations such as:

- i) Workmen's Compensation Act, 1923
- ii) Payment of Gratuity Act, 1972
- iii) Employees Provident Funds and Miscellaneous Provisions Act, 1952
- iv) Maternity Benefits Act, 1951
- v) Contract Labour (Regulations and Abolition) Act, 1970
- vi) Minimum Wages Act 1948
- vii) Payment of Wages Act 1936
- viii) Payment of Bonus Act 1965
- ix) Child Labour (Prohibition and Regulation) Act 1986
- x) The Buildings and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and Cess Act of 1996
- xi) The Factories Act 1948;

and other laws or Regulations framed by competent legislative authorities from time to time as may be applicable. In accordance with the various Acts and Regulations with all upto date amendments, the Contractor shall ensure that he and his subcontractors (including petty and piece rate Contractors) observe strictly inter-alia the following:

- a. Wages paid are not less than those prescribed under Minimum Wages Act.
- b. Wages and other dues are paid regularly and in time.
- c. Liens/licenses are obtained as required under any of the acts or regulations.
- d. Maintain prescribed records, submit necessary statements to authorities concerned and display required notices.
- e. Take prompt action on any instructions / directions from the authorities under various labour laws.

## **7.41 Reporting of Accidents Involving Labour**

The Contractor shall be responsible for safety of all employees/labour employed by him on works, directly or through petty Contractors or sub-Contractors and shall report accidents, occurring on works to the Employer or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. In case of fatal accident, it will be Contractor's responsibility to report accident to police keeping the Employer informed of the same. The compensation for affected workers or their relatives shall be paid by the Contractor in such cases with utmost expedition in accordance with the Workmen's Compensation Act.

## **7.42 Repairs to Damages**

The Contractor shall be responsible for rebuilding/ repairs of any damage by any reasons not attributable to the design defect (where design is supplied by Employer) during execution of works or Defect Liability Period. In case the Contractor is unable or unwilling to execute such repair works promptly, the Employer's Engineer may get the same done by engaging another agency or using labour, materials and resources as may be considered necessary and the cost of such remedial works shall be recovered from the Contractor's dues. The decision of the Employer's Engineer regarding reasons of the damage shall be final and binding.

## **7.43 Materials and Workmanship**

### **Material and workmanship as per Specifications**

- i. All materials and workmanship shall be as per the contract and in accordance with the Employer's Engineer's instructions and shall be subjected to such tests as the Employer's Engineer/Employer may direct. The Contractor shall provide all such assistance, instruments, machines, labour and materials required for examining, measuring and testing any work and materials used. The Contractor shall supply samples of material before incorporating in the works for testing as may be selected and required by the Employer's Engineer.
- ii. The sources of materials to be used in the works shall be intimated to the Employer's Engineer and are subject to his approval.

### **7.44 Supply of sample**

The samples of material being used for custom build item and grating will be required.

### **7.45 Cost of tests of Materials and Workmanship**

The cost of carrying out any tests in a reputed laboratory as acceptable to the Employer's Engineer shall be borne by the Contractor except for the materials to be supplied by the Employer.

### **7.46 Removal of Improper Materials and Works**

- i. The Employer's Engineer shall have the authority to order in writing from time to time:
  - a. The removal from site within specified time, of any material, which in the opinion of the Employer's Engineer, is not in accordance with the Specifications and Conditions of the Contract.
  - b. The substitution of defective material by approved quality material; and
  - c. The removal and proper re-execution, notwithstanding any previous decision or interpayment thereof, of any work which in respect of materials or workmanship is not, in the opinion of the Employer's Engineer, in accordance with the contract.
- ii. In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to get the same done by engaging another agency or by deploying labour, materials and other resources. All such cost shall be recovered from the Contractor's dues.

### **7.47 Examination of Work Before Covering Up**

No work or part of work shall be covered up or put out of view, without the prior approval of the Employer's Engineer or the Employer's Engineer's representative. If any work shall be covered up or put beyond the reach of inspection/measurement without the prior approval of the Employer's Engineer or Employer's Engineer's representative, the same shall be uncovered by the Contractor at his own cost.

### **7.48 Suspension of Works Ordered by the Employer's Engineer**

The Contractor shall, on the order of the Employer's Engineer, suspend the works or any part thereof, for such time, and in such manner, as the Employer's Engineer may consider necessary, and shall during such suspension, properly protect and secure the works so far as it is necessary in the opinion of the Employer's Engineer.

The Contractor shall not be entitled to extra cost, if any, incurred by him during such suspension if such suspension is on account of weather conditions or requirement for execution of works or provided for in the Contract or for less than 30 days at a time for any other reason. The Contractor shall, however, be entitled for

extension of time for completion of work as the Employer's Engineer may consider proper having regard to the period of suspension. However, if the suspension is ordered by the Employer's Engineer due to any default of the Contractor such as defective materials, workmanship etc., the Contractor shall not be entitled to any extension or extra cost incurred.

#### **7.49 Delay and Extension of Contract Period**

The time allowed for execution and completion of the works or part of the works as specified in the contract, shall be essence of the contract on the part of the Contractor.

As soon as it becomes apparent to the Contractor, that the work and / or portions thereof (required to be completed earlier), cannot be completed within the period(s) stipulated in the contract, or the extended periods granted, he shall forthwith inform the Employer/Employer's Engineer and advise him of the reasons for the delay, as also the extra time required to complete the works and / or portions of work, together with justification thereof. In all such cases, whether the delay is attributable to the Contractor or not, the Contractor shall be bound to apply for extension well within the period of completion/extended period of completion of the whole works and / or portions thereof.

#### **7.50 Extension due to modifications**

If any modifications are ordered by the Employer's Engineer or site conditions actually encountered are such, that in the opinion of the Employer's Engineer the magnitude of the work has increased materially, then such extension of the stipulated date of completion may be granted, as shall appear to the Employer's Engineer to be reasonable.

#### **7.51 Delays not due to Employer/Contractor.**

If the completion of the whole works (or part thereof which as per the contract is required to be completed earlier), is likely to be delayed on account of:

- a. Any force majeure event referred to, in the RFP or
- b. Delay on the part of other Contractors engaged directly by the Employer, on whose Progress the performance of the Contractor necessarily depends or
- c. Any relevant order of court or
- d. Any other event or occurrence which, according to the Employer's Engineer is not due to the Contractor's failure or fault, and is beyond his control;

The Employer or his Engineer may grant such extensions of the completion period as in his opinion is reasonable.

#### **7.52 Delays due to Employer.**

In the event of any failure or delay by the Employer in fulfilling his obligations under the contract, then such failure or delay, shall in no way affect or vitiate the contract or alter the character thereof; or entitle the Contractor to damages or compensation thereof but in any such case, the Employer's Engineer shall grant such extension or extensions of time to complete the work, as in his opinion is / are reasonable.

Employer or his Engineer's decision on compensation payable being final

The decision of the Employer's Engineer as to the compensation, if any, payable to the Contractor under this clause shall be final and binding.

Time to continue to be treated as the essence of contract in spite of extension of time.

It is an agreed term of the contract that notwithstanding grant of extension of time under any of the sub-clauses mentioned herein, time shall continue to be treated as the essence of contract on the part of the Contractor.

### **7.53 Employment of Retired Officers / Engineer of Employer.**

No Officer/Engineer of the Employer is allowed to work as a Contractor or his employee for a period of two years after his retirement/resignation from the service of the Employer without the prior permission of the Employer.

### **7.54 Modification to Contract**

In the event of any provisions of the contract requiring to be modified after the agreement has been signed, the modifications shall be made in writing and signed by the Employer and the Contractor or his authorised representative. Such modifications will not be effective until the same have been signed by both the parties. Any verbal or written arrangements for abandoning, modifying extending, reducing or supplementing the contract, or any of the terms thereof shall be deemed to be provisional and shall not be binding on the Employer unless and until the same are incorporated in a formal instrument and signed by the Employer and the Contractor.

### **7.55 Rates for Items of Work to be all Inclusive**

- i. The rates entered in the accepted Bill of Quantities of the Contract, shall be all-inclusive and provide for works duly and properly completed in accordance with terms and conditions of the Contract and processes as mentioned in scope, specifications and drawings (including revised drawings), relevant codes whether mentioned or not in the nomenclature of the item in Bill of Quantities. All rates quoted in the tender shall also be deemed to include except specifically provided otherwise in the Contract:
  - All materials, labour, tools and plant, stores, scaffolding, centering, shuttering, etc.
  - Construction/Erection, maintenance and removal of all temporary works.
  - All watching, lighting, pumping and draining unless otherwise provided for.
  - All barriers and arrangements for safety of the property, utilities, public or employees/workers during the execution of works.
  - All sanitary and medical arrangements for labour camps.
  - The setting out of all works of construction, repair and up-keep of all centre lines, benchmarks, reference pillars etc.
  - Site clearance except specifically provided otherwise in the Contract.
- ii. Nothing extra shall be payable over the quoted rates, except as specifically provided in the Contract.
- iii. The Contractor shall bear the cost of all royalties, fees and other payments in respect of patents, patents right and license(s) which may be payable to patentee, licensee or other person or corporation and shall obtain all necessary licenses/ permissions. In case of any breach (whether willfully or inadvertently) by the Contractor of this provision, the Contractor shall indemnify Employer, Employer's Engineer and their employees against all claims, proceedings, damages, costs, charges, loss and liability which they or any of them may sustain, incur or be put to by reason or in consequence directly or indirectly of such breach and against payment of any royalties, damages or other money which the Employer/Employer's Engineer may have to make to any persons or pay in total to the patent rights in respect of the users of any machine, instruments, process, articles matter or thing constructed, manufactured, supplied or delivered by the Contractor under this contract.

Mode of Payment and Tax Deduction at Source

All payments to the Contractor shall be made by account payee cheques or RTGS.

### **7.56 Tax deduction at source:**

Income tax and GST shall be deducted from the payments credited/released by Employer to the Contractor

against execution of work as per law of the land. The deductions shall be made as per prescribed rates prevalent from time to time unless a tax exemption certificate is produced by the Contractor. Amount of tax deduction shall be deposited with the concerned authorities and tax deduction certificate shall be issued by Employer. The Employer shall deduct at source taxes/duties under any other law/statute as may be applicable at the time of making payments. The Contractor shall furnish to the Employer registration No. under works tax and PAN (for TDS), as applicable.

#### **7.57 Tests on Completion**

Visual and physical test: The employer shall conduct a visual and physical check of construction to determine that all works and Equipments forming part thereof conform to the provisions of this Agreement.

Other tests: The employer may require the Contractor to carry out or cause to be carried additional tests, in accordance with Good Industry Practice, for determining the compliance of the Project with Specifications and Standards.

A Joint inspection will be conducted between the contractor and employer and the punch list shall be prepared for any incomplete works. Contractor to complete all the works /items specified in the punch list within a maximum time of period of 15 days. Henceforth, employer shall determine the completeness of works / items specified in the punch list and upon satisfactory completion of the aforesaid works shall issue to the contractor, the completion certificate.

#### **7.58 Completion Certificate**

As soon as the work is completed, the Contractor shall give notice of such completion, whether of the whole of the works, or of any part of the work, for which a separate date of completion is stipulated in the contract, to the Employer/Employer's Engineer, and the Employer's Engineer Within 7 working days of receipt of such notice, employer shall inspect the work and also arrange for carrying out of such tests as may be prescribed under the contract or ordered by the Employer's Engineer.

If the Employer's Engineer notices any incomplete item of work or any defect, which is to be rectified by the Contractor, or if any part or whole of the work fails to pass the specified tests, the Employer's Engineer shall furnish to the Contractor, the list of all such incomplete items of work, deficiencies, defects, failure to pass tests, etc., and may refuse to issue a Certificate of Completion to the Contractor.

If in the opinion of the Employer's Engineer the work has been satisfactorily completed and has satisfactorily passed final test or tests that may be prescribed, the Employer's Engineer shall issue a certificate of completion showing the date of completion in respect of the work. The defect liability period, if any, shall commence from the date of completion indicated in such certificate. Provided that the Employer's Engineer may issue such a certificate with respect to any part of the works, before the completion of the whole of the works, which has been so completed and/or used by the Employer. When any such certificate is given in respect of a part of the work, such part shall be considered as completed and the defect liability period of such part shall commence from the date of completion indicated in such certificate.

#### **7.59 Completion certificate not to absolve the Contractor from his Responsibilities:**

The Certificate of Completion of Works referred in the RFP shall not absolve the Contractor from his liability to make good defects, imperfections and shrinkages or faults, which may appear during the defect liability period specified in the contract, arising in the opinion of the Employer's Engineer from materials or workmanship being not in accordance with the Contract. These shall be rectified and made good by the Contractor at his own cost. In case of the default on the part of the Contractor, to so make good the defects or deficiencies, the Employer may employ labour, plant and machinery and materials or appoint another agency or Contractor, to make good such defects, imperfections, shrinkages and faults, and all expenses consequent and incidental thereto, shall be recovered from any money due to the Contractor under the contract including the Performance Security amount or from any money payable to the Contractor by the Employer/Employer's Engineer, under any other contract.

## **7.60 Clearance of Site on Completion**

On completion of works, the Contractor shall clear and remove from site all constructional plant, surplus materials, rubbish and temporary works of every kind, and leave the whole of the site of work clean, tidy and in a workman like condition to the satisfaction of the Employer/Employer's Engineer. This will be one of the pre-conditions for making the final payment to the Contractor. Such clearance may be made by the Employer through any other agency at the expense of the Contractor in the event of the Contractor's failure to comply with this provision within 4 days after receiving notice to that effect from the Employer's Engineer.

## **7.61 Defect Liability Certificate**

In the contract, the expression "Defect Liability Period" shall mean the period of defect liability prescribed elsewhere in the contract, commencing from the date of completion of the works, as certified by the Employer's Engineer.

The Contractor shall maintain, rectify and make good at his own cost any defects/deficiencies, which may develop in the work or as notified by the Employer's Engineer during Defect Liability Period. However, maintenance during Defect Liability Period shall not include day to day upkeep, cleaning, custody and security of the work.

The contract shall not be considered as completed, until a Defect Liability Certificate has been issued by the Employer's Engineer stating that the works have been completed and maintained to his satisfaction. Defect Liability certificate shall be issued by the Employer's Engineer, upon expiry of Defect Liability period or as soon thereafter as any works ordered during such period, have been completed to the satisfaction of the Employer's Engineer.

No certificate other than "Defect Liability Certificate" shall be deemed to constitute final approval of the work or part of the work for which it is issued.

## **7.62 Unfulfilled Obligations**

Notwithstanding the issue of Defect Liability Certificate, the Contractor and the Employer shall remain liable for the fulfillment of any unfulfilled obligations under the provision of the contract, prior to the issue of the Defect Liability Certificate, and for the purpose of determination of the nature and extent of any such obligation, the contract shall be deemed to remain in force between the parties thereto.

## **7.63 Force Majeure**

If, at any time during the currency of the contract, the performance of any obligation (in whole or in part) by the Employer or the Contractor shall be prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules, regulations, orders or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then, provided notice of the happening of such an event is given by either party to the other within 14 days of the occurrence thereof.

- a. Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- b. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.
- c. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 75 days for fabricated and domestic equipments and extra 30 days for imported equipments.

- d. In case of doubt or dispute, whether a particular occurrence should be considered an “event” as defined under this clause, the decision of the Employer/Employer’s Engineer shall be final and binding.
- e. Works that have already been measured shall be paid for by the Employer even if the same is subsequently destroyed or damaged as a result of the event. The cost of rebuilding or replacing any work that has been measured shall be borne by the Employer.
- f. If the contract is fore-closed under this clause, the Contractor shall be paid fully for the work done under the contract, but not for any defective work or work done which has been destroyed or damaged before its measurement. The Employer shall have the option to take over any plant and material lying at site, at rates provided for in the contract, failing that, as per rates which are determined to be fair and reasonable by the Employer/Employer’s Engineer.

If no notice is issued by either party regarding the event within 14 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

#### **7.64 Settlement of Disputes**

All disputes, if any, arising out of this contract shall be referred by either party to the Arbitrator whose decision shall be final and binding.

#### **7.65 Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be New Delhi.

#### **7.66 Unforeseeable difficulties**

Except as otherwise stated in the Agreement:

- a. The Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works;
- b. The Contract Value shall not be adjusted to take account of any unforeseen difficulties or costs; and
- c. The Scheduled Completion Date shall not be adjusted to take account of any unforeseen difficulties or costs.

#### **7.67 Security of Site**

The Contractor shall be wholly responsible for security of site, materials, Equipments, Stores and yards

- a. The Contractor shall be responsible for keeping unauthorized persons off the Site and
- b. Authorized persons shall be limited to the Employees of the Contractor, Subcontractor or persons authorized by the employer.

#### **7.68 Quality Assurance, Monitoring and Supervision**

##### **i. Quality of Materials and workmanship: -**

The Contractor shall ensure that the Construction, Materials and workmanship are in accordance with the requirements specified in this Agreement, Specifications and Standards and sound engineering practice.

##### **ii. Inspection**

The Employer and its authorized representative shall at all reasonable times: (a) have full access to all parts of

the Site and to all places from which natural Materials are being obtained for use in the Works; and (b) during production, manufacture and construction at the Site and at the place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials. No material shall be dispatched from the works without written consent of the Employer.

#### **7.69 Go-down/ Worker Accommodation**

The accommodation for workers shall be arranged by the Contractor. No labour hutments shall be allowed within the site premises.

Contractor shall construct the stores at his cost and he shall be responsible for watch and ward of his materials / installation etc.

#### **7.70 Minor Civil Works**

The costs for execution and completion of related Minor Civil Works such as cutting holes and making good shall be borne by the contractors.



## Section08: Broad Scope of Works

### 8.1 Works description

The kitchen has to be of international standards as the kitchen will be run and managed by a reputed professional operator and will be used for the national and international events.

The site for the work is available. The work is to be executed in the Convention Centre of ITPO. The Structure of the Building is ready. The Other agency is executing the work of internal finishing and MEP work of the Kitchen/Back of House area at various floors. The agency has to co-ordinate the finishing agency as per their requirement.

The work shall consist of design, Supply, Installation, Testing and Commissioning of Kitchen Equipments as per the details given in the Specifications mentioned in Bill of Quantities, Specification sheets and tender Drawing and in accordance to the terms of the Contract at Convention Centre.

Contractor should design and install all Equipments or items which are not in the BOQ but is required for successful commissioning of the Kitchens. The contractor shall be responsible for coordination with all the stakeholders including interface connectivity for Electrical Power, Water supply and drainage, PNG Line, Heating Ventilation and Air Conditioning, Solid Waste Management, Vertical and Horizontal Transport etc. at his own cost.

All civil and MEP works required for successful installation and commissioning of Kitchen Equipments including cutouts etc. and, any changes required for obtaining F&B licenses by any Statuary Authority will be carried out by the contractor at his own cost.

### 8.2 Technical Specification

#### (i) STAINLESS STEEL:

Where stainless steel is specified it shall be what is known to the trade as Austenitic 18-B type 304, 2B finish, with content from 17% to 19% chrome, 7 % to 9% nickel and a maximum carbon content of 0.11.

Stainless steel shall be free from scale and surfaces should be polished to a no. 4 commercial finish.

**Stainless steel brand should be JINDAL, TATA AND SAIL.**

#### (ii) STAINLESS STEEL PIPE AND TUBING:

Seamless tubing shall be thoroughly and properly ground smooth and finished to match adjacent work. All tubing where exposed to view shall be given a final grand of not less than 180 grit emery.

#### (iii) STRUCTURAL STEEL SHAPES:

All angles, band, channels or other structural shapes used for framing shall be of domestic manufacture uniform and ductile in quality, free of hard spots, runs, checks or cracks or other surface defects. Where such sections are specified as S.S. or tinned by the hot dip process, with all fluxes removed.

#### (iv) HANDLES, BRACKETS, LOCKING DEVICES AND HARD WARE:

Wherever Equipments are provided with handles, knobs, hinges, brackets or other misc. hardware all shall be either of heavy stain finish chrome plated brass or stainless steel.

All drawers, enclosed cabinets, refrigerators storage bins, shall be furnished with extra heavy duty security type locking devices of cylinder type, chrome plated.

**(v) FASTENINGS:**

Welds, bolts screws, nuts and washers shall be of steel, except where brass or stainless steel is fastened, in which case they shall be of brass or stainless steel respectively. Where dissimilar metals are fastened, bolts, screws and nuts shall be of the highest grade metal. The spacing and extent of welds, bolts and screws shall be such as to ensure suitable fastenings and prevent bulging of the material fastened and should not be exposed.

**(vi) WELDING:**

All welding shall be done by the electrical fusion, metal –arc method. Carbon-arc or gas welding will not be permitted. All welding shall be done in a thorough manner, with welding rod of some composition as sheets or parts welded. Welds shall be complete welds, strong and ductile, with excess metal ground off joints finished smooth to match adjoining sheet surfaces. All joints in top of fixtures, tables, drain boards; exposed shelving, sinks etc. shall be welded. All Equipments here in specified which is constructed in more than one piece of sheet of metal, shall be continuously Welded together with welds ground smooth and polished. But welds made by spot welding straps under beams and filling in the voids with solder and finished by grinding, will not be accepted.

It is the intention of this specification that all welded joints shall be homogenous with the sheet metal itself. Where sheet sizes necessitate a joint, such a joint shall be welded. Tops of fixtures shall be fabricated in the factory with welded joints to reduce field joints to a minimum. Where fixtures join the tops of such fixtures shall be continuous with welded joints except in the case of field joints. All joints made in the field shall be closely butted, pulled together in the field, field welded and polished smooth in accordance with section. Grinding, polishing & finishing, if required. Tops of fixtures shall be of maximum length and with welded factory joints to an absolute minimum. Wherever welds occur on the surfaces not finished by grinding & polishing, such welds sand the accompanying discoloration shall be suitably coated in the factory by means of metallic base paint. To prevent the possibility of progressive corrosion of such joints.

**(vii) GRINDING, POLISHING, AND FINISHING:**

All welded exposed joints shall be suitably ground flush with adjoining material and neatly finish harmonizing herewith. Wherever material has been sunken or depressed by the welding operation, such depression will be suitably hammered and pressed flush to adjoining surfaces and if necessary again ground to eliminate low spots. All ground surfaces shall then be polished or buffed to match adjoining surfaces, consistent with good workmanship. Care shall be exercised in all grinding operations to avoid excessive heating of metal & metal discoloration. In all cases, grain of rough grinding shall be removed by successive polishing operations. Texture of final polishing operation shall be uniform and smooth consistent with reasonable care and good workmanship. General finish of all Equipments shall be of high grade.

But joints and contact joints, wherever they occur, shall be close fitting and shall not require solder

as filler. In no case in any soldering for strength and stability of joint and fixture itself. Wherever breaks bend occur, it shall be free from undue extrude and shall not be flaky scaly or cracked in appearance and where such break work does mar the uniform surface appearance of the material. All such marks shall be removed by suitably grinding, polishing and finishing. Wherever shared edges occur they shall be free from burrs, fins or irregular projections and shall be finished over such sheared edges. Where miters are bull nosed corners occur they shall be neatly finished with under edge of material neatly ground to a uniform condition and, in no case any over lapping materials to be accepted.

It is the intention of these specifications to cover Equipments of quality finish consistent with high grade manufacturing practices. All exposed surfaces shall be of no 4 finish except trim, which is to be more highly polished satin finish. Where specified all doors cabinets, shelves, whether inside /outside of cabinets and wherever exposed are to be no. four 4 finish. This applies to inside finish of any cabinet having door s or otherwise an exposed surface shall be interpreted as meaning an inside surface exposed to view when a sliding or swinging door is opened. Underside of shelf need not to be 4 finishes but such finish shall be at least equal to 80-ground finish. Final no. 4 finishes being factory finish, not as furnished by mill. Indication of die markings not blending with final finish will not be accepted.

**(viii) BOLT CONSTRUCTION:**

It is the intention of this specification that all Equipments on exposed surfaces and wherever bolts are used to fasten trim to paneling and body of warmers, cabinets, counters etc. and more particularly to fasten tops of counter, dish tables etc. to top of framing such bolts and screws occur on the inside of the fixtures and are either visible or might come in the contact of the hands or the wiping cloth, such bolts, screws shall be capped with a suitable lock washer and chrome plated, brass or bronze acorn nut . Where screw nuts are not visible or readily accessible, they may be capped with a standard lock washer & steel nut treated to prevent rusting & corroding. Wherever bolts and screws are welded to underside of trim or tops, the revere side of weld shall be f\neatly finished uniform with the adjoining surface of trim or top, depressions at these points will not be acceptable.

**(ix) SOUND DEADENING:**

Underside of all stainless steel top for tables, counters, sink dishes and pot table with angle framework shall be treated with a coating of Carbonize aluminum finish or approved equal.

**(x) MATERIAL AND WORKMANSHIP:**

All material Equipments etc. shall be new and of kind specified and shall be in undamaged condition when turned over to owner. All workmanship shall be of best quality of crafts men skilled in their respective trades. Appliances shall be of rigid construction free from objectionable vibrations and quiet in operation. Manufacture's nameplate shall not appear on any of the fabricated Equipments.

**(xi) RESERVATIONS:**

**Various items are specified here in with the model no., brand or trade names or name of manufacturer, and it is the intent of this specification that the exact fixture so specified shall be**

**furnished.** This is not intended to restrict competition and consideration will be given to other brands that are equal or superior on every respect. However no substitutes or alternatives will be accepted if not mentioned in the base bid.

Owner reserve right to waive any information or reject any or all bids or any part or parts thereof, or to accept that bid as a whole or part, which in his judgment is for the interest of the owner.

The decision as to acceptance or rejection of any alternate proposed shall be that of owner and / or architect or his consultant and their decision shall be final.

**(xii) WORKING TOP/COUNTER TOP:**

Where work top and counter top is specified shall be constructed of 16/14 GA S.S., profile as per standard shop drawing.

**(xiii) CEILING HUNG SHLEF:**

Where ceiling hung shelf specified shall be constructed of 18 GA S.S., with front turned down 40mm & in 12mm, Rear and both sides turned up 50mm & hemmed.

**(xiv) LEGS:**

All legs to be constructed of not less than 40mm diameter stainless steel tubing cold drawn, annealed and pickled spaced no more than 1800mm C.C. all legs shall be uniform in finish. All legs, until and unless specified, to be of 304 SS.

**(xv) LEGS CROSS BRACING:**

All legs bracing where required, to be constructed of not less than 25 mm diameter 18GA SS and as specified above for expect as noted below. All cross bracing to run horizontal between all legs, approximately 250 mm above floor unless otherwise specified. All joints to be completely welded around entire perimeter forming complete seal with all welds ground and painted. Where one side of box unit is eliminated to provide space for cans, carts, plumbing or otherwise single cross brace to extent to given legs, such cross brace to be reinforced by diagonal section of tubing and set not less than 150mm out at each side, all welded as specified herein before.

**(xvi) UNDER BRACING:**

All stainless steel counters, tables boards and dish tables tops to be braced below with inverted type channels made of 16 GA SS as specified, measuring 25 mm X 100mm X 25mm spaced not more than 750 mm on centers and installed in similar fashion.

**(xvii) FEET:**

All legs shall be provided with stainless steel bullet feet, having an integrally formed shaft, with a minimum adjustment of approx. 40mm without using of threading or adjusting bolts. Feet shall be

completely sealed at bottom and shall be close fitting between tubular legs support and foot.

**(xviii) CASTORS:**

All the castors shall be corrosion resistant, non-marking rubberized with precision ball bearing. All the castors shall be able to hold 250 Kg each. Shall be swivel/ fixed type or with break or without break mentioned in the tender. The make shall be equivalent to TENTE.

**(xix) UNDERSHELVES:**

Where flat under shelving is specified under shelves shall be constructed of 18 GA SS All shelving shall be turned down on all sides approx. 40mm and in 12mm in channel shape with resulting corners cut out to fit contour of leg. Shelving shall be welded to legs and shall be ground polished & smooth under shelving shall m be reinforced with 25 mm X 100 mm X 25 mm of 16GA SS welded channels.

Removable type shelving to be of same material, rolled down on all sides with corners notched to counter of leg with resultant notches ground and polished smooth. Under shelving to be constructed in sections of not more than 900 mm and where butted against adjoining shelf section shelving to be turned down 40 mm and in 12 mm in channel shape. Supporting channel to be furnished on underside of each self-section of same size and material as specified above.

**(xx) DRAWERS:**

Drawers inserts shall be constructed of 18 GA SS and shall have all corners curved to 20 mm radius.

Drawers front are to be not less then 16 GA double pan type with resulting corners welded ground and polished smooth. All drawers to be sound deadened. Drawers to set into an enclosed 20 GA SS vermin proof housing closed on all sides and bottom with 12 GA SS channel shaped slides four ball bearing rollers two front & two rear auto stops and release catches. Drawer's faces to be provided with recessed stainless steel pull handle welded face to face.

All drawers unless otherwise specified shall be 500 mm X 500mm X125mm deep, inside measurements.

**(xxi) SINKS AND DRAIN BOARDS:**

All sinks and drain boards to be constructed of 16 GA SS unless otherwise specified with all joints neatly welded ground and polished smooth. No soldering at any point will be accepted in sink and drain board construction. All front and free standing edges to be turned up 40mm and to be turned out 50mm and down 40mm in 12mm raised fronts and ends of drain board are to be level with sink and continuous therewith and is not to follow pitch of drain boards. Drain boards to be pitched 3mm X 25 mm towards sink compartment.

Sinks and drain boards to have 250mm high splash back level and continuous not following pitch of drain boards adjacent to walls or adjoining Equipments. Where drain boards exceed 600 mm in

length legs shall be provided as here in before specified. All vertical and horizontal corners to be rounded to radius of approx. 25 mm with all intersections meeting in spherical section. All sinks having two or more compartments to have double dividing partitions, with fully rounded corners, both vertical & horizontal. All corners of drain boards to be rounded on insides to a radius of 25 mm front corners of rolled rim to be fully rounded on outside rolls and be concentric with inside of roll. Bottom of each sink compartment to be creased to sufficient pitch towards waste outlet with 100 mm 14 GA SS perforated removable strainer plate set not less than 3/8" below sink bottom. Opening for hot & cold-water faucets to be cut in to splash back as required. All sinks shall be 14 GA deep unless otherwise specified to a no. 4 satin finish.

Where sinks are to be built as a part of counters, overflow scrap compartments for sinks as indicated on plans, to be constructed same as above, welded into place, with resulting weld s ground and polished smooth, eliminating traces of welding.

Bottom of each sink compartment to be furnished with 50 mm IPS heavy-duty lever drain. Unless otherwise noted, connected overflow to be furnished with SS perforated plates secured to body of sinks and constructed so that constant water level is 25 mm below dividing partition.

**(xxii) DISH TABLE:**

Dish table to be constructed to be same as previously specified for sink drain boards except as noted below. Where table enter dish washing machine or pot washing they shall be turned down 25 mm into machine and a flange provided at both front and splash back, arranged so as to permit a neoprene gasket, approx. 3mm thick, being bolted between flanges and turned down of table forming a watertight joint across bottom and if up both side to top edge of dish table. Under side of all dish table shall be provided with sound deadening material either sprayed or brushed on into smooth coating. Sound deadening to be Carbozite or equal and finished sprayed with aluminum.

**(xxiii) STAINLESS STEEL TABLE TOPS:**

Where SS tops are called for they shall be of not less than 16 GA SS finished in satin finish with all resulting edges rounded with no burrs or other excess material left. Where tables are placed against building walls they are to be turned up in back approx. 150 mm and returned 25 mm 90 at wall with all exposed ends closed.

Vertical and horizontal joints to be covered on 20mm radius terminating in fully covered intersections thoroughly welded, ground and polished smooth to match top surfaces.

Top shall be constructed of single pieces of S.S and to be reinforced underneath with inverted type channels of not less than 16 GA G.I or S.S as noted above, space not more than 750 mm C.C. tables 1800 mm and longer to have 40 X 40 X 3mm steel angle frame work reinforced outside edges with cross channels over 750 mm or less.

**(xxiv) SLIDING DOORS:**

Sliding doors where called for, to be made of 18 GA SS exterior and 20 GA S.S. interior unless otherwise specified. Doors to be equipped with recessed stainless steel pull handles. Door to be

made removable. Door to be double pan construction, filled with suitable sound deadener, 12 mm thick with all corners welded ground and polished smooth to uniform finish. Doors to be designed to permit removal for cleaning and adjustment without use of the tools. Bolts and screws are to be kept to minimum and to be of corrosion resisting metal. Spacers where not exposed to view may be of 14 GA, 20 mm diameter upper suspension nylon rollers to be heavy duty and ground to minimize wear and noise. Precaution to be taken in all cases to avoid friction and rubbing between doors, door suspension and upper sliding framework including hardware.

**NOTE:**

Double doors to be provided with double overhead tracks and carriers for maximum clear door opening. Units to be provided with trackless bottom with concealed guide for overhead roller doors. Guides to be equipped with limit stops and to prevent telescoping of doors.

**(xxv) HINGED DOORS:**

Hinged doors for cabinets, counter etc. to be constructed of 18 GA SS with ground and polished smooth. Hinges catches and locking devices to be chrome plated brass. Hinges to be of construction as to eliminate exposed bolts and screw heads. Doors handles to be provided and to be SS as here in after specified.

**(xxvi) COUNTER, CABINET AND OVERHEAD SHELVES:**

Counter shelves and cabinet shelves to be constructed of 18 GA SS. Overhead cabinets shelf to be constructed of 18 GA SS. All shelving is to be removable type, finished in satin finish and constructed in sections of not more than 750 mm. where shelves are more than 1500mm above floor, underside of shelf to be finished same as top. All shelves to be removable for easy cleaning. Plate warmer shelves to be perforated and removable.

**(xxvii) UNTENSIL RACK:**

Units to be measured approx. 600mm wide X length as shown on plan, constructed of 50mm X 6mm SS bond with ends fully rounded, one piece welded construction, ground and polished smooth to uniform finish. Center rails to be located approx. 250 mm below outer rails and secured by means of welded V shape braces constructed of same material. Pothooks to be sliding type, positioned 150 mm CC for both upper and lower rails.

Units to be hung from ceiling slab by means of 50 mm X 6mm SS band hangers with cross bracing to prevent swaying. Supports to be secured to racks by means of SS round heads, bolts and acorn nuts with lock washers. Top of ceiling hangers when not exposed to be secured to a 12 S.S. channel, which shall be anchored to ceiling slab in an approved manner. If supporting channels are exposed they are to be constructed of 12 GA SS secured to finish ceiling in approved manner.

Revolving utensil racks to be as here in after specified and in accordance with details shown on drawings.

**(xxviii) WALL CABINETS:**

To be of length as shown on plans or which are specified, 325mm deep and 750mm high except where shown otherwise on drawing. All cabinets to have sloped dust proof tops. Exterior bottom to be a flush type construction.

Cabinets to be constructed of 18 GA SS of all welded construction. Cabinet interiors to be provided with fixed bottom shelf and two removable, adjustable, intermediate shelves. Shelves to rest on clips, which shall be secured to keyhole strips fastened to interior of cabinet. Doors to be of double wall construction fully sound proof, constructed in accordance with details here in before set forth.

**(xxix) SINKS SET INTO WORK COUNTERS OR WORK TOPS:**

Sinks to be constructed if same gauge and material as specified for counter top.

Tops perimeter of each sink to be continuously electrically welded to the edge of opening in table or counter top with resulting welds ground and polished smooth so that sink and top are integral units. Table or counter tops to be punched to receive 20 mm faucets.

All sinks to have vertical and horizontal corners rounded on 25 mm radius with bottom punched to 40mm or 50mm waste outlet depending on which is indicated in drawings.

Sinks to be finished and appearance to be same as table or counter tops.

**(xxx) BAIN MARIES (ELECTRIC):**

To be of some construction as here in before specified as above except that the bottom of the units will not be provided with the steam coils. Bottom of units for electric operation will be furnished with emersion heating elements of size as shown on drawings. Complete with control knob, thermostatic sleeve and dial setting for temperature desired. Immersion heating element to be as manufactured by Escorts Ltd. Or approved equal. False bottom to be constructed to clear immersion heating element.

Cold pans are to be 150 mm deep and to be of size and shape as shown on the drawings with each cold pan section constructed as integral part of the counter.

Cold pans to be constructed of 16 GA SS with all vertical horizontal corners covered with serpentine cooling coils sweated to exteriors. Unit to be insulated on all four sides and bottom with 50 mm of cork set in glycol emulsion. Exterior lining to be of 18 GA S.S. iron with resulting joints fully welded. Top of counter to be flanged down 12 mm and out 12mm into cold pan and counter top. Bottom of pan to be pitched to 25mm chrome plated brass waste outlet.

**(xxxi) COUNTER/TABLES SPLASH**

All Counter/Tables & Refrigerator Splash same material of top with turned up 150mm(Specified) returned 25mm & down 12mm & Rear Gap of splash closed with no. 20 G.A S.S Sheet.



**(xxxii) COUNTER/TABLES TOP**

Single top Counter/Tables required, wherever specified. KEC to check the feasibility in terms of entry of the Equipments into the site. If KEC feels that getting required Equipments at site in one piece, they need to inform the consultant and divide accordingly with provision of welding at site.

**8.2 GENERAL SPECIFICATIONS FOR EXHAUST HOOD**

**(i) PRE REQUISITE**

Hood manufacturing facility or company should have in-house research and development wing for purpose of effective design and energy saving.

**(ii) STAINLESS STEEL:**

Where stainless steel is specified it shall be what is known to the trade as Austenitic 18-B type 304, 2B finish, with content from 17% to 19% chrome, 7 % to 9% nickel and a maximum carbon content of 0.11.

Stainless steel shall be free from scale and surfaces should be polished to a no. 4 commercial finish.

Material of Construction – SS 304, 20 SWG , Water-tight leak proof welded construction as per SMACNA / NFPA 96 standards, Double wall construction for peripheral air flow and man cooling grill, Cyclonic Grease baffle filters with 95% capture efficiency down to 20-Micron particle size at 500 FPM and complaint to UL1046. – FILTER NAME TO BE SPECIFIED, Pressure port for Testing, Adjusting and Balancing of air, 500 Lux with toughened glass casing with range of colour for lighting as per Interior design from day light to warm light (6500K to 3000K).

Capture Air Slip stream technology for maximum saving of energy during operation.

Internal sliding dampers for balancing air flow and eliminating induct Volume control damper.

No sharp corners or edges complying with NSF Standard 2 for maximum safety of operation & maintenance staff during cleaning.

Hood performance as per ASHRAE Standard 154

Spigot sizing for optimum air flow as per ASHRAE Standard 154

Heavy duty angle for sturdy construction of sections for installation.

Front facia designed as per optimum air flow for compensating air during operation to ensure maximum productivity of chef and minimize air conditioning loss.

Fresh air plenum insulation to avoid condensation

**(iii) WELDING:**

All welding shall be done by the electrical fusion, metal –arc method. Carbon-arc or gas welding will not be permitted. All welding shall be done in a thorough manner, with welding rod of some composition as sheets or parts welded. Welds shall be complete welds, strong and ductile, with excess metal ground off joints finished smooth to match adjoining sheet surfaces. All joints in top of fixtures, tables, drain boards; exposed shelving, sinks etc. shall be welded. All Equipments here in specified which is constructed in more than one piece of sheet of metal, shall be continuously Welded together with welds ground smooth and polished. But welds made by spot welding straps under beams and filling in the voids with solder and finished by grinding, will not be accepted.

It is the intention of this specification that all welded joints shall be homogenous with the sheet metal itself. Where sheet sizes necessitate a joint, such a joint shall be welded. Tops of fixtures shall be fabricated in the factory with welded joints to reduce field joints to a minimum. Where fixtures join the tops of such fixtures shall be continuous with welded joints except in the case of field joints. All joints made in the field shall be closely butted, pulled together in the field, field welded and polished smooth in accordance with section. Grinding, polishing & finishing if these requirement. Tops of fixtures shall be of maximum length and with welded factory joints to an absolute minimum. Wherever welds occur on the surfaces not finished by grinding & polishing, such welds sand the accompanying discoloration shall be suitably coated in the factory by means of metallic base paint. To prevent the possibility of progressive corrosion of such joints.

**(iv) GRINDING, POLISHING, AND FINISHING:**

All welded exposed joints shall be suitably ground flush with adjoining material and neatly finish harmonizing herewith. Wherever material has been sunken or depressed by the welding operation, such depression will be suitably hammered and pressed flush to adjoining surfaces and if necessary again ground to eliminate low spots. All ground surfaces shall then be polished or buffed to match adjoining surfaces, consistent with good workmanship. Care shall be exercised in all grinding operations to avoid excessive heating of metal & metal discoloration. In all cases, grain of rough grinding shall be removed by successive polishing operations. Texture of final polishing operation shall be uniform and smooth consistent with reasonable care and good workmanship. General finish of all Equipments shall be of high grade.

But joints and contact joints, wherever they occur, shall be close fitting and shall not require solder as filler. In no case in any soldering for strength and stability of joint and fixture itself. Wherever breaks bend occur, it shall be free from undue extrude and shall not be flaky scaly or cracked in appearance and where such break work does mar the uniform surface appearance of the material. All such marks shall be removed by suitably grinding, polishing and finishing. Wherever shared edges occur they shall be free from burrs, fins or irregular projections and shall be finished over such sheared edges. Where miters are bull nosed corners occur they shall be neatly finished with under edge of material neatly ground to a uniform condition and, in no case any over lapping materials to be accepted.

It is the intention of these specifications to cover Equipments of quality finish consistent with high

grade manufacturing practices. All exposed surfaces shall be of no 4 finish except trim, which is to be more highly polished satin finish. Where specified all doors cabinets, shelves, whether inside /outside of cabinets and wherever exposed are to be no. four 4 finish. This applies to inside finish of any cabinet having door s or otherwise an exposed surface shall be interpreted as meaning an inside surface exposed to view when a sliding or swinging door is opened. Underside of shelf need not to be 4 finishes but such finish shall be at least equal to 80-ground finish. Final no. 4 finishes being factory finish, not as furnished by mill. Indication of die markings not blending with final finish will not be accepted.

**(v) MATERIAL AND WORKMANSHIP:**

All material Equipments etc. shall be new and of kind specified and shall be in undamaged condition when turned over to owner. All workmanship shall be of best quality of crafts men skilled in their respective trades. Appliances shall be of rigid construction free from objectionable vibrations and quiet in operation. Manufacture's nameplate shall not appear on any of the fabricated Equipments.

**(vi) RESERVATIONS:**

Various items are specified here in with the model no., brand or trade names or name of manufacturer, and it is the intent of this specification that the exact fixture so specified shall be furnished. This is not intended to restrict competition and consideration will be given to other brands that are equal or superior on every respect. However no substitutes or alternatives will be accepted if not mentioned in the base bid.

Owner reserve right to waive any information or reject any or all bids or any part or parts thereof, or to accept that bid as a whole or part, which in his judgment is for the interest of the owner.

The decision as to acceptance or rejection of any alternate proposed shall be that of owner and / or architect or his consultant and their decision shall be final.

## Section 09: Specification Sheets

The specification sheets are attached with this RFP as Appendix – \_\_\_\_\_ with details of each Equipments which have been approved by the Employer.

## Section 10: Form of Agreement

(To be executed on requisite value of stamp Papers)

### AGREEMENT

THIS AGREEMENT is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022

### BETWEEN

The India Trade Promotion Organisation (ITPO), New Delhi represented by its CMD, incorporated under Indian Companies and having registered office at (Pragati Maidan, New Delhi -110001 (hereinafter referred to as the "Employer" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

### AND

\_\_\_\_\_ means the selected bidder having its office at \_\_\_\_\_, (hereinafter referred to as the "Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

### WHEREAS:

- (A) The Employer has decided to undertake works for "Supply, Installation, Testing and Commissioning of Kitchen Equipments in Convention Centre at ITPO Pragati Maidan, New Delhi" in accordance with the terms and conditions to be set forth in this agreement.
- (B) The Employer had accordingly invited proposals by its Request for Proposal No. (the "Request for Proposal "or "RFP") for short listing of bidders for execution of the "Project" on Turnkey basis and had shortlisted certain bidders including, inter alia, the Contractor.
- (C) After evaluation of the bids received, the Employer had accepted the bid of the selected bidder and issued its Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ (Hereinafter called the "LOA") to the selected bidder for "Works of Supply, Installation, Testing and Commissioning of Kitchen Equipments in Convention Centre at ITPO Pragati Maidan, New Delhi" at the Contract Value specified hereinafter, requiring the selected bidder to inter alia:
  - (i) Execute this Agreement within 10 (Ten Days) days of the date of issue of LOA.
- (D) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- (E) The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a. Letter of Acceptance of Tender
  - b. Notice Inviting Tender
  - c. Instructions to the Tenderers
  - d. Appendix to Tender

- e. Special Conditions of the Contract
- f. General Conditions of Contract
- g. Broad Scope of work & Technical Specifications
- h. Tender Drawings
- i. Relevant codes and Standards
- j. Bill of Quantities

(F) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

(G) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(Name, Designation and address of the authorised signatory)  
Signed for and on behalf of the Contractor in the presence of:

(Name, Designation and address of the authorised signatory)  
Signed for and on behalf of the Contractor in the presence of:

Witness:

Witness:

1.

1.

2.

2.

Name and address of the witnesses to be indicated.

**FORM-A: FINANCIAL INFORMATION**

1. Financial Analysis: – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department.

**Financial Years (Amount in Crores)**

2017-18	2018-19	2019-20	2020-21	2021-22

- i. Gross Annual turnover
  - ii. Profit/Loss (Standalone finance statement and consolidated financial statement both).
2. Financial arrangements for carrying out the proposed work.

**Signature of Chartered Accountant with Seal**

**Signature of Bidder(s).**

**FORM-B: FORM OF BANKERS' 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:**

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



**FORM-B-1: FORM FOR CERTIFICATE OF NETWORTH 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), as 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 .....

**FORM-C: DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST SEVEN FINANCIAL YEARS ENDING 31.03.2022**

S. No.	Name of work/ project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation/ arbitration cases pending/ in progress with details*	Name and address/ telephone number of officer to whom reference may be made	Whether the work was done on back to back basis Yes/ No
1	2	3	4	5	6	7	8	9	10

\* Indicate gross amount claimed and amount awarded by the Arbitrator.

**Signature of Bidder(s)**

**Note:** The agency should give list of only those eligible works which are of “SIMILAR NATURE”.

**FORM-C-1: PROJECTS UNDER EXECUTION**

Sr. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of Commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any and reasons thereof	Name and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

**Signature of Bidder(s)**

Addition: NIL    Correction: NIL  
Overwriting: NIL    Deletion: NIL

DM (E)/ITPO

SM (E)/ITPO

**FORM-D: PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS "C"**

1.	Name of Work/Project & Location	.....
2.	Agreement no.	.....
3.	Estimated cost	.....
4.	Tendered cost Completion cost	.....
5.	Date of start	.....
6.	Date of completion	
	6.1 Stipulated date of completion	.....
	6.2 Actual date of completion	.....
7	(a) Whether case of levy of compensation for delay has been decided or not	Yes/No
	(b) If decided, amount of compensation levied for delayed completion, if any	.....
8.	Performance Report	
	(1) Quality of work	Outstanding/Very Good/Good/Poor
	(2) Financial soundness	Outstanding/Very Good/Good/Poor
	(3) Technical Proficiency	Outstanding/Very Good/Good/Poor
	(4) Resourcefulness	Outstanding/Very Good/Good/Poor
	(5) General Behavior	Outstanding/Very Good/Good/Poor

Dated:

**Sr. Manager or Equivalent**

(Signature with office stamp)

## FORM-E: STRUCTURE & ORGANISATION

1. Name & address of the bidder
2. Telephone no./Telex no./Fax no.
3. Legal status of the bidder (attach copies of original document defining the legal status)
  - a. An Individual
  - b. A Proprietary firm
  - c. A firm in Partnership
  - d. A Limited Company, Public or Private or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy) Organization/Place of registration\

### **Registration No.**

- i. Names and titles of Directors & Officers with designation to be concerned with this work.
- ii. Designation of individuals authorized to act for the organization.
- iii. Has the bidder or any constituent partner in case of partnership firm, Limited Company/Joint Venture, ever been convicted by the court of law? If so, give details.
- iv. In which field the bidder has specialization and interest?
- v. Any other information considered necessary but not included above.

### **Signature of Bidder(s)**

**FORM-F: DETAILS OF WORKERS ON THE ROLE OF FIRM**

<b>S.No.</b>	<b>Name of workers</b>	<b>Registration Number of EPF</b>	<b>Registration number of ESIC</b>
1	2	3	4

**Signature of Bidder(s)**

**Form of Performance Security (Guarantee) Bank Guarantee Bond-Format – I**

In consideration of the President of India (hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between.....and .....  
..... (hereinafter called “the said Contractor(s)”) for the work (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for .....  
(Rupees only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, .....(hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an amount not exceeding ..... (Rupees.....Only) on demand by the Government.

2. We,.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees .....only)

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We,.....(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We,.....(indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

Addition: NIL    Correction: NIL  
Overwriting: NIL    Deletion: NIL

DM (E)/ITPO

SM (E)/ITPO

7. We,.....(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to .....unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to ₹..... (Rupees .....) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged. Dated the

.....day of .....for... (indicate the name of the Bank)



**Form of Performance Security (Guarantee) Bank Guarantee Bond- Format –II**

In consideration of the President of India (hereinafter called “The Government”) having offered to accept the terms and conditions of the proposed agreement between ..... (hereinafter called “the said Contractor(s)”) for the work..... (hereinafter called “the said agreement”) having agreed to production of an irrevocable Bank Guarantee for .....(Rupees .....only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We,.....(hereinafter referred to as “the Bank”) hereby undertake to pay to the Government an amount not exceeding ..... (Rupees.....Only) on demand by the Government.

2. We,.....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .....(Rupees.....only)

3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, .....(indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We,.....(indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

Addition: NIL Correction: NIL  
Overwriting: NIL Deletion: NIL

DM (E)/ITPO

SM (E)/ITPO

7. We .....indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.

8. This guarantee shall be valid up to .....unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to.....(Rupees .....)

Appendix – I A – Letter Comprising of Technical Bid

To,

Sr. Manager(E)  
ITPO, Pragati Maidan,  
New Delhi- 110001

Dated: .....

**Sub: Supply, Installation, Testing and Commissioning (SITC) of Kitchen Equipments in Convention Centre at Pragati Maidan, New Delhi.**

Dear Sir,

With reference to your RFP document dated \_\_\_\_\_, we, having examined the RFP, Agreement, Schedules, Drawings, Price Bid, Scope and Technical Specifications document and understood its contents, hereby submit our Bid for the aforesaid project. The Bid is unconditional and unqualified.

2. We acknowledge that the Employer will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in all is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the Supply, Installation, Testing and Commissioning (SITC) of Kitchen Equipments in Convention Centre at Pragati Maidan, New Delhi (incl. Defects Liability Period.)
4. We shall make available to the Employer any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. We acknowledge the right of the Employer to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Employer or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public Employer nor have had any contract terminated by any public Employer for breach on our part.
7. We declare that:
  - a) We have examined and have no reservations to the Tender Documents, including any Addendum issued by the Employer; and
  - b) We do not have any conflict of interest in accordance with relevant Clauses of the RFP document; and

- c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in relevant Clause of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Employer or any other public sector enterprise or any government, Central or State; and
- d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of relevant Clause of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with relevant Clause of the RFP document.
9. We believe that we satisfy the Technical Capacity and meet all the requirements as specified in the RFP document and are qualified to submit a Bid.
10. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Employer which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. We further certify that no investigation by a regulatory Employer is pending either against us or against our CEO or any of our directors/managers/ employees.
13. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Employer of the same immediately.
14. Integrity Pact as per RFP Document, and duly signed, is enclosed. The power of attorney for signing of bid and the power of attorney as per format provided at Appendix-III A & B respectively of the RFP, are also enclosed.
15. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Employer in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above-mentioned Project and the terms and implementation thereof.
16. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the BID Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
17. We have studied all the Bidding Documents carefully and also surveyed the project. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or

relating to the Bidding Process including the award of Agreement.

18. We agree and undertake to abide by all the terms and conditions of the RFP document.
19. We undertake to engage personnel specialized/ sub-contractors for design and construction of those elements of the Project for which we do not have adequate experience.
20. {We agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Turnkey Agreement.}
21. We hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, we submit this bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorised Signatory) Place:  
Name and seal of the Bidder/ Lead Member

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

**Appendix – I (Annex – I) – Details of the Bidder**

1. (a) Name:  
(b) Status:  
(c) Office Address:  
(d) Country of incorporation:  
(e) Address of the corporate headquarters and its branch office(s), if any, in India:  
(f) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the Employer:
  - (a) Name:
  - (b) Designation:
  - (c) Registered Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
  
4. Particulars of the Authorised Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:

**Appendix – I (Annex – II A) – Technical Capacity of the Bidder**

**Details of Similar Works**

<b>S. No</b>	<b>Name of work and its location</b>	<b>Name of Employer &amp; its contact details</b>	<b>Date and No. of Completion Certificate</b>	<b>Date of Start</b>	<b>Date of Completion</b>	<b>Cost of Work on completion</b>	<b>Project Type and Details</b>
1.							
2.							
3.							

All the works submitted against similar works shall be supported by completion certificate. Work submitted without the completion certificate shall not be considered.

Signature of Bidder with Seal

**Appendix – I (Annex – II B) – Financial Capacity of the Bidder**

**COMPLETE FINANCIAL DETAILS**

Tender For: .....

**MANDATORY INFORMATION DOCUMENTS:**

	Description	Year 2017- 2018	Year 2018- 2019	Year 2019- 2020	Year 2020-21	Year 2021-22	Average
i)	Annual Financial turnover as on 31 <sup>st</sup> March of Last FY						
ii)	Net Worth (paid up capital+ reserves) as on 31 <sup>st</sup> March of FY 2021-22						

1. Summarized page of Audited Balance Sheet of each Financial Year indicated (ending 31<sup>st</sup> March of each FY) duly certified by the chartered account, is to be submitted.
2. In case the Bidder does not have a statutory auditor, it may provide the certificate from its Chartered Accountant

Signature of Statutory Auditor with Seal / CA

Seal and Signature of bidder



Appendix – I B – Letter comprising the Financial BID  
(To be submitted Online) Financial Proposal Submission Form

To,  
Sr. Manager (E)  
ITPO, Pragati Maidan,  
New Delhi - 110001

Dear Sir,

**Subject: Works of “Supply, Installation, Testing and Commissioning (SITC) of Kitchen Equipments in Convention Centre at Pragati Maidan, New Delhi.**

We, the undersigned, offer to provide the services for “**Supply, Installation, Testing and Commissioning (SITC) of Kitchen Equipments in Convention Centre at Pragati Maidan, New Delhi**” in accordance with your proposal dated [date] and our Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:Name

and Title of Signatory:

Name of Firm:

Address:

**Appendix – II - Format for Power of Attorney for signing of Bid**

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), ..... son/daughter/wife of... .....and presently residing at....., who is presently employed with us and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts,deeds and things as are necessary or required in connection with or incidental submission of our bid for the Project proposed or being developed by ITPO (the “Employer”) including but not limited to signing and submission of all bids and other documents and writings, participate in Bids and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or until the Appointed Date under Agreement.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2....

For

.....  
(Signature, name, designation and address)

**Witnesses:**

- 1.
- 2.

(Notarised Signature)Accepted  
..... (Signature)  
(Name, Title and Address of the Attorney)

**Note:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power here under on behalf of the Bidder.*

**Appendix –III A- INTEGRITY PACT**

To,

.....  
.....  
.....

**Name of Work:**           **Supply, Installation, Testing and Commissioning (SITC) of Kitchen**  
                                  **Equipments in                   Convention Centre at Pragati Maidan, New Delhi**

Dear Sir,

It is here by 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 and signing of the same be deemed as acceptance and signing of the Integrity Agreement on behalf of the ITPO.

Yours faithfully

Sr. Manager  
ITPO, New Delhi

**Appendix –III B- INTEGRITY PACT**

To,

**Sr. Manager  
ITPO, New Delhi**

**Name of Work:** Supply, Installation, Testing and Commissioning (SITC) of Kitchen Equipments in  
Convention Centre at Pragati Maidan, New Delhi.

Dear Sir,

I/We acknowledge that ITPO is committed to follow the principles thereof enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ITPO. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ITPO shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

**Yours faithfully**

**(Duly authorized signatory of the Bidder)**

## Appendix – IV – NON – DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this “Agreement”) is entered into on \_\_\_\_\_ by Employer and (name of the Bidder) between the undersigned parties on the date specified below.

WHEREAS, either Party possesses certain confidential proprietary information; and WHEREAS, in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the “Business Purposes”) between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of one Party may become available to the other Party.

WHEREAS, either Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

- I. Confidential Information. For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of , incidental to or in connection with the Business Purposes, which is not generally available to the public.
- II. Non-disclosure Obligations. The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:
  - A. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
  - B. not to use any of the Confidential Information except for the Business Purposes.
  - C. Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
  - D. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity which may be Comparable to the commercial activity contemplated by the parties in connection with the Business Purposes.

- E. to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.
  - F. to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
  - G. to comply with any other reasonable security measures requested in writing by the Disclosing Party.
  - H. To refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party.
  - I. To undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.
- III. Exceptions. The confidentiality obligations hereunder shall not apply to Confidential Information which:
- A. is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or
  - B. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
  - C. is independently received by the Receiving Party from a third party, with no restrictions on disclosure.
- IV. Return of Confidential Information. The Receiving Party agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information.
- V. No Right to Confidential Information.
- A. The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the other Party to use any of the Confidential Information.
  - B. The Receiving Party further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the

right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the other Party, and the Receiving Party has no right or title thereto.

- VI. No Warranty. The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.
- VII. No Commitment. The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.
- VIII. Compelled Disclosure. If the Party faces legal action to disclose Confidential Information received under this Agreement, then the Party shall promptly notify the other Party in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.
- IX. Losses. The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.
- X. Communication: The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, post- paid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.
- XI. Counterparts. Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.
- XII. No Solicitation of Employees. The Receiving Party agrees that it will not, for a period of five (5) years from the date of this Agreement, initiate contact with the other Party's employees in order to solicit, entice or induce any employee of the other Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party.

- XIII. Term and Termination. This Agreement shall commence on the date first written above. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of one year from the date above or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force for at least five years from the termination date and/or effect until further notice from the other Party.
- XIV. Remedies. The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.
- XV. Entire Agreement. This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.
- XVI. No Waiver. The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way effect the full right to require such performance at any time thereafter.
- XVII. Successors and Assigns. Neither shall any Party have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party. This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.
- XVIII. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of India and the Party's country laws on equal force. If there is any conflict of laws, the law of India shall prevail.
- XIX. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys' fees.
- XX. Modification: This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.



XXI. Legal Address of the Parties:

Party A:

Party B: