



Annexure: I
INDIA TRADE PROMOTION ORGANISATION
E-TENDER NOTICE

Online item rate bids are invited through two bid system for **Running maintenance of Electrical Installation at Pragati Maidan, NewDelhi. SH: Providing of electrical installations and connections etc.**, from Specialized agencies dealing in the field of “**Providing of electrical installations and connections etc.**”.The detail of tender is as under.

S.N	Name of work	Time for Completion	Estimated Cost	Earnest Money	Cost of Tender
1	Running maintenance of Electrical Installation at Pragati Maidan, New Delhi.SH: Providing of electrical installations and connections etc.	365 days	6,73,488/-	Declaration in prescribed Performa	590/- i/c GST

The above work includes for “**Running maintenance of Electrical Installation at Pragati Maidan, NewDelhi. SH: Providing of electrical installations and connections etc.** ”

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

Eligibility Criteria:

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

1. The agency should have **PAN, GST, ESI, EPF Registration, Electrical license.**

2. The agency having experience in “**Providing of electrical installations and connections etc.**”in the past (**Tenderer showing work experience certificate from non government /non PSU organisations should submit copy of TDS certificate (tax deduction at source)**).

3.The Agency should not have been blacklisted by any Government of India organisation in the past. In all such cases, the tender would be rejected and their earnest money so deposited would be forfeited.

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

5.The bidder should have had Average annual financial turnover @50% of the estimated cost i.e.

Rs. 3,36,744/- during immediate last three consecutive financial years ending 31st March.2020. (Scanned copy of certificate from CA to be uploaded).

6. They should have satisfactorily completed the work as mentioned below during the last seven years up to 30.09.2021.

i) One similar work costing not less than 80% of estimated amount put to tender i.e (Rs. 5,38,791/-)

OR

ii) Two similar works each costing not less than 60% of estimated amount put to tender i.e (Rs.4,04,093/-) OR

iii) Three similar works each costing not less than 40% of estimated amount put to tender i.e (Rs. 2,69,396/-)

((Similar work shall mean works of “**Providing of electrical installations and connections etc.**”. (The completion certificate issued by the officer in charge will have to be furnished along with all the details. **The completion certificate must clearly indicate:-**

- The date of start ,date of completion and total work done amount
- Nature of work
- That the work has been completed satisfactorily.

(The copy of schedule of the same work may also be enclosed with the completion certificate if required.

7. Financial Analysis – Gross Annual Turnover or Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three financial years duly certified by the CA, as submitted by the applicant to the Income Tax Department .

8. The bidder shall submit Net Worth certificate of minimum 30% of the estimated cost put to tender issued by Chartered Accountant

9. Certificate of Financial Turnover: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of eligibility bids. There is no need to upload entire voluminous balance sheet.

10. While selecting any of the cells in the BOQ, a warning appears that if any cell is left black the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).

11. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of ITPO is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.

12. The contractor shall not be permitted to bid for works in ITPO, if the contractor or any of his/ her near relatives are posted in ITPO. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him/her and who are near relatives to any officer in ITPO or ministry of commerce and industries. Any breach of this condition by the contractor would render him liable to be removed from the contract and further works in ITPO.

13. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

INDICATIVE CRITICAL DATE SHEET

Published Date	05/10/2021
Bid Document Download Start Date	05/10/2021
Pre bid meeting Date	
Bid Submission Start Date	05/10/2021
Bid Submission End Date	11/10/2021 at 3.00PM
Bid Opening Date	12/10/2021 at 3.00 PM

14. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the

Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

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

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

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

Tender cost (Non refundable)

The Cost of tender is to be deposited electronically by NEFT/RTGS in the account of ITPO at the below mentioned details or DD in favour of ITPO payable at New Delhi. Bidders are required to submit the **declaration in prescribed Form** at the time of Bid Preparation.

BANK Details for Tender cost through NEFT/RTGS:

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

- a. The Hard Copy of original instruments in respect of cost of tender document must be delivered to the **Manager (Electrical)** India Trade Promotion Organisation, .Hall No.7, 1st Floor, Pragati

Maidan, New Delhi - 110001 on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD/RTGS,etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.

- b. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.
- c. Due consideration and relaxation in the norms for MSME/NSIC/Start up/MSE in Public procurement will be given as per the directions issued by Govt. of India and also preference would be given to SC/ST – MSME entrepreneurs up to 4% within the 20% ceiling earmarked for MSME entrepreneurs subject to the production of valid /relevant registration documents for the specific work i.e. **Providing of electrical installations and connections etc.** as required in NIT.

Submission of Tender

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

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

Technical Bid

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

- i) Scanned copy of Demand Draft/ RTGS of any scheduled Bank for tender fee and **declaration in prescribed Performa** against EMD.
- ii) Scanned copy of **PAN, EPF, ESIC , GST registration and electrical license.**
- iii) Certificate of Work **Experience /Completion certificate** issued by an officer in charge/ Project manager executing the work (**TDS certificate along with detailed certificate from CA is mandatory (as per eligibility criteria at page-1) if work experience is from private sector**).
- iv) Scanned copy of Tender Acceptance Letter & Price Bid undertaking.
- v) Certificate of financial statement expressing Gross annual turnover for last three financial years issued by Chartered Accountant.
- vi) Net worth Certificate of minimum 30% of the estimated cost put to tender issued by Chartered Accountant.
- vii) The bidder shall have to furnish an affidavit as under:-

“I/ We undertake and confirm that eligible similar works has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/ We shall be debarred for bidding in ITPO in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer in charge shall be free to reject the bid.

Financial Bid

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

Annexure: II

Instructions for Online Bid Submission:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

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

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

ASSISTANCE TO BIDDERS

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

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - Running maintenance of Electrical Installation at Pragati Maidan, New Delhi. SH: Providing of electrical installations and connections etc.

Dear Sir,

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

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure: IV
.FINANCIAL BID UNDERTAKING

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

To,

Dear Sir/Madam,

I submit the Price Bid for **“Running maintenance of Electrical Installation at Pragati Maidan, New Delhi. SH: Providing of electrical installations and connections etc.**

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

Authorized Signatory
(Signature of the Authorized Person)

INTEGRITY PACT

To,

Sub:NIT No. - - - - -

for the work - **‘Running maintenance of Electrical Installation at Pragati Maidan, NewDelhi. SH: Providing of electrical installations and connections etc.**

Dear Sir,

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

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

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

Yours faithfully,

(Manager Electrical))

Performa for earnest money Deposit Declaration on letter head

Whereas, I/we(name of agency).....have submitted bids for
.....(name of work).....

I/We hereby submit following declaration in lieu of submitting Earnest Money Deposit.

(1) If after the opening of tender ,I/we withdraw or modify my/our bid during the period of
validity of tender(including extended validity of tender) specified in the tender documents,

Or

(2) If ,after the award of work, I/we fail to sign the contract, or to submit performance
guarantee before the deadline defined in the tender documents,

I/we shall be suspended for one year and shall not be eligible to bid for ITPO tenders from
date of issue of suspension order.

Signature of the contractor

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

Item rate tenders through e-tendering are invited on behalf of the CMD, ITPO from the specialized agencies dealing in the field of **“Providing of electrical installations and connections etc.”** in two bid system up to 3.00 PM on 11.10.2021 which will be opened by him (or) his authorized representative at 3.00 PM on 12.10.2021 for the work of **“Running maintenance of Electrical Installation at Pragati Maidan, New Delhi. SH: Providing of electrical installations and connections etc.**

1. The work is estimated to cost **Rs. 6,73,488/-** This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful tenderer on prescribed Form No. C.P.W.D. 7/8 which is available as a Govt. of India publication. Tenderer should quote his rates as per various terms and conditions of the said form which shall form part of the agreement.
3. **The time allowed for the work will be 365 days.**
4. The site for the work is available. OR
 The site for the work shall be made available in part as specified in scope of work.
5. Tenders shall be accompanied with **declaration in prescribed Performa against Earnest money deposit . Whereas cost of tender Rs. 590/- has to submit** Through demand draft of a scheduled bank issued in favour of India Trade Promotion Organisation, New Delhi or NEFT in the ITPO account.
6. The Contractor, whose tender is accepted, shall be required to furnish **performance guarantee @3% (three percent)** of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, The tender shall be rejected automatically without any notice to the contractor.
 Copies of other drawings and documents pertaining to the works shall be open for inspection by the tenderers at the office of the above mentioned officer.

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. shall be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

7. The competent authority on behalf of the CMD, ITPO does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
8. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing shall be liable to rejection.
9. The competent authority on behalf of CMD, ITPO reserve the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
10. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
11. The tender for the works shall remain open for acceptance for a period of seventy five **(75) days** from the date of opening of financial bid, in case tenders are invited on 2/3 envelope system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government, without prejudice to any other right or remedy, be at liberty **to reject the tender** as aforesaid. Further the tenderer not be allowed to participate in the re-tendering process of the work.
12. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/ contractor on acceptance of his tender by the Accepting Authority, **within 7 days** from the stipulated date of start of the work, sign the contract consisting of:-
 - (i) Non Judicial Stamp for **Rs. 50/-**
 - (ii) Schedule of Work with terms and conditions.
 - (iii) GCC-2020
 - (iv) And any other relevant documents

SCHEDULE 'E'

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

CLAUSE 10 CC

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

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of work: **Running maintenance of Electrical Installation at Pragati Maidan, New Delhi.**
SH: Providing of electrical installations and connections etc.

(i) Estimated cost of work	Rs. 6,73,488/-
(ii) Earnest money:	Declaration in prescribed Performa
(iii) Performance Guarantee	3% of tendered value
(iv) Security Deposit	2.5% of actual work done

General Rules & Directions

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

2(v) Engineer-in-Charge	Manager (E)
2(viii) Accepting Authority	As per DFPR Sch. V of ITPO
2(x) Percentage on cost of materials and Labour to cover all overheads and profits.	15%
2(xi) Standard Schedule of Rates	market rates
2(xii) Department	ITPO (Electrical Engg.)
9(ii) Standard CPWD contract Form	CPWD form 7/8 as modified & corrected upto date

Clause 1

(i) Time allowed for submission of Performance Guarantee From the date of issue of letter of acceptance	7 days
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(ii) Maximum allowable extension beyond the period	
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(Provided in i) above	7 days
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Clause 2

Authority for fixing compensation under clause 2.	GM (Works)
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Clause 2A

Whether clause 2A shall applicable	No
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Clause 5

Number of days from the date of issue of letter Acceptance for reckoning date of start	7 days
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Mile stone(s) as per table given below:

Table of Mile Stone(s)

Sl. No.	Description of Milestone(Physical)	Time allowed in days (from date of start)	Amount to be withheld in case of non achievement of milestone
1.	-	-	As per the conditions of contract
2.	-	-	- do-
3.	-	-	- do-
4.	-	-	- do-

Time allowed for execution of work

365 days

Clause 6, 6A

Clause applicable – (6 or 6A)

Clause 6A

Clause 7

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

Clause 10A

List of testing equipment to be provided by the contractor at site lab

As per the requirement of engineer in charge at site

Clause 10 B (ii)

Whether Clauses 10 B (ii) shall be applicable

No

Clause 10CA

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

____NA____

Clause 10CC

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

18 months

Clause 11

Specification to be followed for execution of work Up-to-date correction slips.

CPWD Specifications 2013, Part I & II with

Clause 12

Deviation limit beyond which clauses 12.2 & 12.3

50%

Clause 16

Competent Authority for deciding reduced rates.

GM (W)

Clause 18

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

Clause 36(i)

S.N.	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)
1	Diploma in Engg	E/M	Technical	5 Years	1No.	15000/-
2	Degree in Engg	E/M	Technical	2 Years	1No.	15000/-

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

CLAUSE 42

N/A

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

(ii) Variations permissible on theoretical quantities.

- | | |
|--|-----|
| a) Cement for works with estimated cost put to Tender not more than Rs. 5 Lakhs | N/A |
| For works with estimated cost put to tender More than 5 Lakhs | N/A |
| b) Bitumen for all works | N/A |
| c) Steel Reinforcement and structural steel Sections for each diameter, section and category | N/A |
| d) All other materials | Nil |

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement	N/A	N/A
2.	Steel reinforcement	-	-
3.	Structural Sections	-	-
4.	Bitumen issued free	-	-
5.	Bitumen issued at stipulated fixed price	-	-

INDIA TRADE PROMOTION ORGANISATION
(Engineering Division)

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

S.No.	FOR	READ
1.	Govt. of India	India Trade Promotion Organisation (A Govt. of India Undertaking)
2.	CPWD of Government	India Trade Promotion Organisation
3.	CPWD – 7/8/9	ITPO – 7/8
4.	President/President of India	CMD, ITPO
5.	Chief – Engineer	General Manager (Works)
6.	Superintending Engineer	Deputy. General Manager (Elect.)
7.	Engineer-in-charge/ Divisional Engineer/ Executive Engineer/ Divisional Office	Manager (Elect.)
8.	Sub-Divisional Officer/Asstt. Engineer	Deputy Manager (Elect.)
9.	C.T.E.	General Manager (Works)
10.	Admn. Head	C.M.D./General Manager
11.	Ministry of Works & Housing	ITPO/Ministry of Commerce
12.	CPWD Code, Paragraph'90	Shall be applicable to ITPO works.
13.	DSR-2007	Shall be applicable to ITPO works.
14.	CPWD specifications	Shall be applicable to ITPO works.
15.	DSR(Internal) 2007 for Electrical works.	Shall be applicable to ITPO works.
16.	CPWD specifications (Internal) 2005 Electrical works	Shall be applicable to ITPO works.
17.	DSR External 2007 for Electrical works and specification.	Shall be applicable to ITPO works.
18.	Provision of section 12 Subsection (i) of the works man compensation	Shall be applicable to ITPO works.
19.	Provision of contract labour (Regulation and abolition Act 1970 and contract labour (Regulation and abolition) control rules 1971 section 20 sub-section (A) of the contract labour (Regulation and abolition Act 1970).	Shall be applicable to ITPO works.
20.	Provision of the payment of wages Act, 1986 Minimum wages Act, 1986 1943 industrial disputes Act, 1947 Material benefits Act, 1961.	Shall be applicable to ITPO works.
21.	CPWD safety code framed from time to time.	Shall be applicable to ITPO works.
22.	CPWD maternity benefits to labour.	Shall be applicable to ITPO works.
23.	Provision of the Arbitration Act, 1972.	Shall be applicable to ITPO works.
24.	Section 74 of India Contract Act, 1973.	Shall be applicable to ITPO works.
25.	Model Rules of the protection health and sanitary appointment for workers employed by CPWD,	Shall be applicable to ITPO works.
26.	CPWD Contractor labour regulations.	Shall be applicable to ITPO works.

MANAGER (Elect.)

**INDIA TRADE PROMOTION ORGANISATION
Electrical Division**

No.169-ITPO(1)E-E/21-22/3031

Dated: 04.10.2021

NOTICE INVITING TENDER

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

S.N.	Name of work	Time for Completion	Estimated Cost	Earnest Money	Cost of Tender
1.	Running maintenance of Electrical Installation at Pragati Maidan, New Delhi. SH: Providing of electrical installations and connections etc.	365days	6,73,488/-	Declaration in prescribed Performa	590/- i/c GST

The bids can be submitted on line up to **11/10/2021** up to **03.00** PM with date of opening at **3.00 PM on 12/10/2021**. For further details including eligibility, downloadable form of tender documents etc. please refer website www.indiatradefair.com, www.gem.gov.in (For Reference) & www.eprocure.gov.in (for e-tendering)

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

INDIA TRADE PROMOTION ORGANISATION

Electrical Division

Name of Work: Running maintenance of Electrical Installation at Pragati Maidan, New Delhi.

SH: Providing of electrical installations and connections etc.

Schedule of work

S. No.	Description of Item	Qty	Unit	Rate with all taxes incl. GST @ 18% (Rs.)	Amount with all taxes incl. GST @ 18%(Rs.)
1	Wiring for circuit/ submain wiring along with earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required.				
1.01	2 X 2.5 sq. mm + 1 X 2.5 sq. mm earth wire	100	MTR		
2	Supplying and drawing following sizes of FRLS PVC insulated copper conductor, single core cable in the existing surface/recessed steel/PVC conduit as required.				
2.01	2 x 1.5 sq. mm	200	MTR		
2.02	3 x 2.5 sq. mm	100	MTR		
2.03	3 x 4 sq. mm	100	MTR		
3	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed steel conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required. Group C	20	point		
4	Rewiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable and 1.5 sq.mm FRLS PVC insulated copper conductor single core cable as earth wire in existing surface/ recessed steel/PVC conduit including dismantling as required. Group C	10	point		
5	Wiring for light/ power plug with 2X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/recessed steel conduit along with 1 No. 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required.	200	MTR		
6	Wiring for light/ power plug with 4X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/recessed steel conduit along with 2 Nos. 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required.	50	MTR		

7	Supplying and fixing of following sizes of steel conduit along with accessories in surface/recess including painting in case of surface conduit, or cutting the wall and making good the same in case of recessed conduit as required.				
7.01	20 mm	20	MTR		
7.02	25mm	20	MTR		
7.03	32mm	20	MTR		
8	Supplying, laying and fixing of one number PVC insulated and PVC sheathed/ XPLE, Aluminium conductor power cable of 1.1 KV grade of following sizes on surface /recess etc as required.				
8.01	3.5 x 70 SQ mm cable on surface	150	MTR		
9	Supplying and making end termination with brass compression gland and aluminium lugs for following size of PVC insulated and PVC sheathed / XLPE aluminium conductor cable of 1.1 KV grade as required. 3½ X 70 sq. mm (35mm) on surface	4	Nos		
10	Providing and fixing 6 SWG dia G.I. wire on surface or in recess for loop earthing along with existing surface/ recessed conduit/ submain wiring/ cable as required.	300	MTR		
	Subhead- II Switches, switch boxes, DB and MCBs				
11	Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 6 pin 5/6 & 15/16 A modular socket outlet and 15/16 A modular switch, connections etc. as required.	20	Nos		
12	Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required.				
12.01	5/6A Switch	10	Nos		
12.02	3 pin 5/6A Socket Outlet	10	Nos		
13	Supplying and fixing of following ways surface/ recess mounting, vertical type, 415 V, TPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 200 A tinned copper bus bar, common neutral link, earth bar, din bar for mounting MCBs (but without MCBs and incomer) as required . (Note : Vertical type MCB TPDB is normally used where 3 phase outlets are required.)				
13.01	4 way (4 + 12), Double door	2	Nos		
14	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required. Single pole	32	Nos		

15	Supplying and fixing 20 A, 240 V, SPN Industrial type socket outlet, with 2 pole and earth, metal enclosed plug top along with 20 A "C" curve, SP, MCB, in sheet steel enclosure, on surface or in recess, with chained metal cover for the socket outlet and complete with connections, testing and commissioning etc. as required.	5	Nos		
16	Supplying and fixing following rating, double pole, 240 V, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required. 63 Amp.	1	Nos		
17	Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board, 240 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator). 8 way, Double door.(2+8)	1	Nos		
18	Providing and fixing following rating and breaking capacity and pole MCCB with thermomagnetic release and terminal spreaders in existing cubicle panel board including drilling holes in cubicle panel, making connections, etc. as required. Make: L&T/ Schnieder/ABB				
18.01	100 A, 16 KA, TPMCCB	3	No.		
18.02	200A, 25 KA, TPMCCB	1	No.		
	Subhead- III (Fitting, Fans)				
19	SITC of 1 x 20 Watt ultra bright LED tubelight (double side connection) with very high efficiency suited for installation in existing tubelight G13 lamp holders to give glare free light with regal batten for Led tube box type on ceiling/ wall including connection with 1.5 sqmm FRLS PVC insulated copper conductor single core cable and earthing etc as required. (Make-Wipro/Crompton/Philips)	20	Nos		
20	SITC of 30-36 watt high efficiency LED luminaires fitting for modern offices with CRCA powder coated body & new generation high translucency diffuser aesthetically designed 2x 2 LED flat panel for recess mounting which provides soft light and glare free symmetrical illumination connection with 1.5 sqmm FRLS PVC copper conductor wire etc complete as required.(Make: Wipro/Crompton/Philips)	4	each		
21	Supply and fixing of heavy duty exhaust fan of 300mm sweep, 1400 rpm, 6 pole, 220v, 50 HZ supply in the existing opening including making the hole to suit the size of the above fan, making good the damage connection testing commissioning etc as required. (Make:Crompton/ Havells/ Bajaj)	4	Nos		

22	SITC of 70 W IP 65, energy saving, environment friendly, street light with high power LED as light source suitable for high lighting architectural facade high mast & general purpose lighting etc complete as required. (Make: Wipro/Crompton/Philips)	25	Nos		
	Subhead- IV (Repair/Maintenance of existing LED boards of Hindi and English on New Building outside Hall 7D at Pragati Maidan, New Delhi)				
23	Repairing and cleaning of existing metal letters and their openings including enamel painting of metallic letters and existing neon structure of Hindi and English boards complete etc. as required.	1	Job		
24	Replacement of raised acrylic letters in existing LED boards of Hindi and English on administration building at Pragati Maidan, New Delhi, made of 3 mm. Thick acrylic sheet in approved colored and design complete etc. as required.	30	Each		
25	Supplying, installation, testing and comissioning of following items in existing sign boards of Hindi and English an admn. Bldg. At Pragati Maidan, New Delhi.				
25.01	LED Module(Water Proof) having 3 LEDs of 1.5 watt in each module. Make: Samsung/LG	300	each		
25.02	Power supplies(Driver)(waterproof) of 2000Watt operated on 230V i/c , connections/interconnections to the sign board and main supply etc as required. Brilite, High sign, star	11	Nos.		
	Total				

SA(E)

DM(E)

M(E)

TERMS & CONDITIONS

Name of Work: Running maintenance of Electrical Installation at Pragati Maidan, New Delhi. SH: Providing of electrical installations and connections etc.

- 1) The intending tenderer must inspect the site of work and understand the actual quantum of work involved there in before submitting the tender. No request for additional payment for any kind of work shall be entertained.
- 2) The work shall be carried out as per CPWD works manual and updates time to time.
- 3) It is responsibility of the agency to repair of damages and making clean the site for new installation including labour, transportation etc. as required, nothing shall be paid extra in this account.
- 4) It is responsibility of the contractor to clean / lift up waste or unused material from site complete with watch and ward of their material tools etc. during execution of the work, ITPO shall not be responsible for damage /missing of any item and nothing shall be paid extra in this account.
- 5) Contractor has to installed & maintained all the equipments provided by him with due preventive maintenance during defect liability period of one year, if violate then requisite work shall be done by department at the risk & cost of agency.
- 6) The security @5.5%(Performance guarantee deposited @3% plus security deducted from running bills @2.5%) may be released after successful working during defect liability period of one year.
- 7) The contractor shall provide his contact telephone number, Mobile number, e-mail ID and provide a dedicated mobile phone having video calling facility (with internet) at site.
- 8) The agency has to arrange all the documents required for entry pass (like-Photo id , police verification of each employee etc.) for entry pass in Pragati Maidan Complex during the execution of work.
- 9) The contractor shall have to arrange all type of tools and plants and special T&P etc. at his own cost as required to carry out work for which nothing extra shall be paid to the contractor by the department.
- 10) The contractor shall be fully responsible for the safety of all labour/employees employed on the work under this contract.
- 11) There shall be no liability on the department to pay any compensations arising out of any labour dispute or accident etc at site.
- 12) The adequate team of maintenance shall be keep ready as it is responsibility of the contractor to attend break down immediately on call by any representative from site.
- 13) The contract can be closed by the department at any time without assigning any reason on the direction of Engineer-in-Charge, which shall be final and binding on the Contractor and agency shall not be allowed for any compensation due to this.

- 14) The contractor shall maintain register of wages or wages cum muster roll and payment of wages to every worker shall be paid by the contractor through Bank or ECS or online transfer to his bank account only.
- 15) The EPF & ESI contribution on the part of contractor in respect of this contract which are already included in the rates and nothing shall be paid extra on account of EPF & ESIC.
- 16) The contractor shall submit the uploaded copy of ECR in the proof of EPF & ESI contribution of employees deployed in the work along with copy of wages disbursement for verification by F & A division before submission of the bill of work done payment by department in every month.
- 17) Labour laws & regulations shall be complied by the contractor and all details of compliance of labour laws, regulations and payment details may be uploaded on ITPO website regularly by department.
- 18) Workers engaged by the contractor for execution of work shall be liability of the contractor and they shall not be considered for any type of regular employment in the Department in any case.
- 19) The quoted rates shall be inclusive of all taxes, duties etc. **inclusive GST** and nothing extra shall be paid on account of this.
- 20) The agency shall be fully responsible for labour, their character and making them timely payments of minimum wages in accordance with minimum wages act as applicable from time to time. All wages have to be paid directly by the contractor through bank or ECS or online transfer to the bank account of labour up to 7th of each month and have to submit bank statement and ESIC- EPF statement to the Engineer in-charge on monthly basis.

Force Majeure Clause:

- 1) In case the department (ITPO) withdraws works due to any other reason, this work order shall be terminated by the department with giving 1 (One) week prior notice to the agency. In this case, any type claim of the agency shall not be entertained by the department.
- 2) The Contractor shall take over the site and start the work as per the availability sites as per direction of engineer in charge after issue of work order. If the agency fails to start the work then this stipulated period the contract shall be rejected and Performance guarantee submitted by agency shall be forfeited without giving any notice. The decision of Engineer-in-Charge in this regard is final and binding on the contractor.
- 3) Agency has to deploy staff of good health and good moral character.
- 4) The agency shall make all safety arrangement at site and shall be responsible / liable for any accident. Department shall not have any responsibility or liability of any kind in respect of accident with the staff employed by the agency.
- 5) First Aid Box has to be arranged and maintained by the agency without any extra cost.
- 6) Agency has to ensure the engineer/workers deployed in said work should be technically qualified and well experienced in said work.

Manager (Elect.)

ADDITIONAL CONDITIONS

1. CONTRACTOR will have to make his own arrangements for tools & plants required for the work. The department will not supply any tools and plants unless otherwise specified.
2. The contractor must see the proposed site for the work and study specifications and conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions of ignorance of specifications.
3. The site is available; tenderer should see the approaches and conditions of the site. In case any approaches for main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractors the same shall be provided, improved and maintained by the contractor for stacking materials erection of Go down, site office erection of his plant and machinery etc. at his own cost. The contractor should plan the procurement of materials according to the space available. No claim on account of cost of such works shall be entertained by ITPO.
4. The contractor will have to work according to progress of work decided by the Engineer-in-charge. No claim what-so-ever will be entertained on his account.
5. The contractor shall consult the Executive/Engineer-in-charge in writing regarding collection and stacking of materials in any place other than those approved by the Engineer-in-charge. No excavated earth or building materials shall be stacked on areas for which permission of Engineer-in-charge has not been taken.
6. The contractor must take all precautions to avoid all accidents by exhibiting day and night necessary caution boards, speed limit boards, red flags and red lights and providing barriers. He shall be responsible for all damages and accidents caused due to the negligence on his part. No hindrance shall be caused to Traffic during execution of work.
7. The contractor shall maintain in good condition all work executed till the completion of the entire work allotted to the contractor and handing over of the same to ITPO.
8. No compensation shall be payable to the contractor for any damage caused by rains windstorm or floods during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained. The contractor shall bail cut rain water collected during execution of the work from the excavated trenches at his own cost. Nothing extra will be payable on this account.
9. At least one authorized representative should always be available at site of work to take instructions from departmental officers and ensured proper execution of work. This will apply specially for works exceeding more than one lakh.
10. The contractor shall have to work as per program of the department. No claim what-so-ever will be entertained on this account.
11. If the tenderer withdraws his option before award of the work or make any modification in the conditions of the tender which are not acceptable to the India Trade Promotion Organization shall without prejudice to any other right, or remedy, be at liberty to reject the tender. The contractor to whom the work is

awarded will have to sign a separate agreement papers and the cost of such stamp paper will be formed by the contract.

12. The work shall be carried out strictly as per CPWD specifications 2013, part I & II with up to date correction slips.
13. The contractor shall take approval from the Manager (Electrical) in writing for collection and stacking of materials.
14. The contractor must follow CPWD Safety Code as provided in general conditions of contract for CPWD works.
15. Any damage done by the contractor or his workmen to any existing work during the course of execution of the work shall be made good by him at his own cost.
16. Contractor shall clear the site thoroughly of all rubbish etc. left out of his materials immediately on completion of the work and properly clean the site around the building to the satisfaction of the Engineer-in-charge. Otherwise the site will be cleared by the department at his risk & cost to remove and clean the site.
17. The contractor to whom the work is awarded will have to sign the agreement on non judicial stamp papers of Rs. 50.00 and the cost of such stamp paper will be borne by the contractor.
18. Electrical material shall be stacked by the contractor at space provided by ITPO of stipulated quantities at his own cost in his own.
19. All incidental charges of any kind whatsoever including cartage, cutting and wastage etc. shall be borne exclusively by the contractor and nothing extra will be paid to him on this account.
20. The earnest money will not be accepted in the form of the Bank guarantee.
21. The agency must **quote their rates including all taxes with GST and EPF, ESIC as applicable.**
22. The Final/Running bill payment will be released after fulfilling the following conditions.
 - (i) PF & ESI numbers of employees engaged by the contractor for ITPO's works.
 - (ii) That the agency should file a separate ECR against ESI & EPF for the individual workers engaged in ITPO work and submit the same with certified copy, bill, and wage sheet.
 - (iii) That the agency should disburse the payment to individual contractual workers in their bank account up to 7th of every month and submit the wage sheet to engineer in charge.
 - (iv) Contractual labour Act Registration, if applicable.

Manager(Elect.)

Minimum Wages

Description	Unit	Rate (Rs.)
Wireman, Grade -1	1 day	777.00
Fitter, Grade - 1	1 day	777.00
Fitter, Grade -2	1 day	707.00
Mason , Grade- 2	1 day	707.00
Painter	1 day	707 .00
Khallasi	1 day	639.00

AGREEMENT

AN AGREEMENT is made this Day oftwo thousand between the India Trade Promotion Organization,. A company incorporated under the Companies Act, 1956 and with its registered office at Pragati Maidan, New Delhi – 110001, which expression shall include its successor, unless repugnant to or excluded by the contract here of and assignees of and represented by its Managing Director, ITPO the first party (hereinafter called the Authority) and by its sole Proprietor/Partner/Managing Director Residence of(which expression shall be include his/its successors heirs, executors, representatives and or assignees of the second party (hereinafter called the contractor).

WHEREAS the Authority had, under Notificationdated invited tenders for the work of

WHEREAS the contractor has submitted tender for carrying out theas per the tender documents page 1 to page..... and has represented that in conformity with his/its obligation contained in the tender as modified by the correction slips and corrigendum contained he/it shall carryout the same truly, faithfully and honestly.

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

The same shall be binding on both the parties.

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

Date the

AT New Delhi

WITNESS:

1. Party No.1

2. Party No.2