



Annexure: I
INDIA TRADE PROMOTION ORGANISATION
E-TENDER NOTICE

Online item rate bids are invited through two bid system for **Annual comprehensive Service Maintenance contract of window and split type AC units at Pragati Maidan, New Delhi.**, from Specialized agencies dealing in the field of “**comprehensive Service Maintenance contract of window and split type AC units**”. The detail of tender is as under.

| S.N | Name of work | Time for Completion | Estimated Cost | Earnest Money | Cost of Tender |
|-----|--|---------------------|----------------|---------------|----------------|
| | Annual comprehensive Service Maintenance contract of window and split type AC units at Pragati Maidan, New Delhi. | 365 days | 3,14,520/- | 6,300/- | 590/- i/c GST |

The above work includes for “**Annual comprehensive Service Maintenance contract of window and split type AC units at Pragati Maidan, New Delhi.**”

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 fulfill the following requirements shall be eligible to apply.

1. The agency should have **PAN, GST, ESI, EPF Registration, and valid Electrical license**.
2. The agency having experience in “**comprehensive Service Maintenance contract of window and split type AC units**” 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.
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. 1,57,260/-** during immediate last three consecutive financial years ending 31st March. 2021. (Scanned copy of certificate from CA to be uploaded only).
6. They should have satisfactorily completed the work as mentioned below during the last seven years up to 30.04.2022.
 - i) One similar work costing not less than 80% of estimated amount put to tender i.e (**Rs. 2,51,616/-**)
OR
 - ii) Two similar works each costing not less than 60% of estimated amount put to tender i.e (**Rs. 1,88,712/-**)
OR
 - iii) Three similar works each costing not less than 40% of estimated amount put to tender i.e (**Rs. 1,25,808/-**)((Similar work shall mean works of “**comprehensive Service Maintenance contract of window and split type AC units**”. (The completion certificate issued by the officer in charge will have to be furnished along with all the details. **The completion certificate must clearly indicate:-**
 - The date of start ,date of completion and total work done amount
 - Nature of work
 - That the work has been completed satisfactorily.(The copy of any other details related to the work if required may be asked from the contractor after opening of eligibility bids. There is no need to upload entire voluminous schedule and abstract of work.)
7. Certificate of Gross Annual Turnover: At the time of submission of bid contractor should upload **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.

8. The bidder can submit shortfall documents in online system if required and permit by tender inviting officer, except the mandatory eligibility documents e.g Tender fee, EMD.
10. While selecting any of the cells in the BOQ, a warning appears that if any cell is left black the same shall be treated as "0". Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
11. No Engineer of Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of ITPO is allowed to work as a contractor for a period of one year after his retirement from Government service, without the prior permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the bid or engagement in the contractor's service.
12. The contractor shall not be permitted to bid for works in ITPO, if the contractor or any of his/her near relatives are posted in ITPO. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him/her and who are near relatives to any officer in ITPO or ministry of commerce and industries. Any breach of this condition by the contractor would render him liable to be removed from the contract and further works in ITPO.
13. Tender documents may be downloaded from ITPO's web site www.indiatradefair.com (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 | 06/05/2022 |
| Bid Document Download Start Date | 06/05/2022 |
| Pre bid meeting Date | ---- |
| Bid Submission Start Date | 06/05/2022 |
| Bid Submission End Date | 12 /05/2022 at 3.00PM |
| Bid Opening Date | 13 /05/2022 at 3.00 PM |

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

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

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

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

EMD Payment & Tender cost:

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

BANK Details for EMD Payment through NEFT/RTGS:

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

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

- **Submission of Tender**

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

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

- **Technical Bid**

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

- i) Scanned copy of Demand Draft/ RTGS of any scheduled Bank for tender fee and EMD.
- ii) Scanned copy of PAN, EPF, ESIC , GST registration and valid electrical license .
- iii) Certificate of Work Experience /Completion certificate issued by an officer in charge/ Project manager executing the work (**TDS certificate is mandatory if work experience is from private sector**).
- iv) Scanned copy of Tender Acceptance Letter & Price Bid undertaking.
- v) Certificate of Gross annual turnover for last three financial years issued by Chartered Accountant.

Financial Bid

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

Annexure: II

Instructions for Online Bid Submission:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 8) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is
- 9) maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - Annual comprehensive Service Maintenance contract of window and split type AC units at Pragati Maidan, New Delhi.

Dear Sir,

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

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure: IV

.FINANCIAL BID UNDERTAKING

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

To,

Dear Sir/Madam,

I submit the Price Bid for **“Annual comprehensive Service Maintenance contract of window and split type AC units at Pragati Maidan, New Delhi.**

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

Authorized Signatory
(Signature of the Authorized Person)

INTEGRITY PACT

To,

Sub: NIT No. - - - - -

for the work - **‘Annual comprehensive Service Maintenance contract of window and split type AC units at Pragati Maidan, New Delhi.**

Dear Sir,

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

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

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

Yours faithfully,

(Manager Electrical))

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

Item rate tenders through e-tendering are invited on behalf of the CMD, ITPO from the specialized agencies dealing in the field of **“Comprehensive Service Maintenance contract of window and split type AC units .”** in two bid system up to **3.00 PM on 12.05.2022** which will be opened by him (or) his authorized representative at **3.00 PM on 13.05.2022** for the work of **“Annual comprehensive Service Maintenance contract of window and split type AC units at Pragati Maidan, New Delhi.**

1. The work is estimated to cost **Rs. 3,14,520/-**-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 Earnest money of **Rs. 6,300/- & Tender Fee of Rs. 590/-** (demand drafts of a scheduled bank issued in favour of India Trade Promotion Organisation, New Delhi or NEFT/RTGS).
6. The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 3% (Three percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs.1, 00,000/-) or Government Securities or Fixed Deposit Receipts in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderer at the office of the above mentioned officer. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
7. The competent authority on behalf of the CMD, ITPO does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
8. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing shall be liable to rejection.
9. The competent authority on behalf of CMD, ITPO reserve the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
10. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

- 11.** The tender for the works shall remain open for acceptance for a period of 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 7days** 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: **“Annual comprehensive Service Maintenance contract of window and split type AC units at Pragati Maidan, New Delhi.**

| | |
|-----------------------------|--------------------------|
| (i) Estimated cost of work | Rs. 3,14,520/- |
| (ii) Earnest money: | Rs. 6,300/- |
| (iii) Performance Guarantee | 3 % of tendered value |
| (iv) Security Deposit | 2.5% of actual work done |

General Rules & Directions

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

Definitions

| | |
|---|----------------------------|
| 2(v) Engineer-in-Charge | Manager |
| 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
upto date

CPWD form 7/8 as modified & corrected

Clause 1

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

7 days

(ii) Maximum allowable extension beyond the period

(Provided in i) above

4 days

Clause 2

Authority for fixing compensation under clause 2.

GM (Works)

Clause 2A

Whether clause 2A shall applicable

No

Clause 5

Number of days from the date of issue of letter

Acceptance for reckoning date of start

7 days

Mile stone(s) as per table given below:

Table of Mile Stone(s)

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

Time allowed for execution of work

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
of engineer in charge at site

As per the requirement

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 - CPWD Specifications 2007, Part I & II with
Up-to-date correction slips.

Clause 12

Deviation limit beyond which clauses 12.2 & 12.3

50%

Clause 16

Competent Authority for deciding reduced rates.

GM (W)

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site:-

As per the site requirement and as per direction of Engineer In charge

Clause 36(i)

| S.N. | Minimum qualification of Technical Representative | Discipline | Designation (Principal Technical/Technical representative) | Minimum experience | Number | Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i) |
|------|---|------------|--|--------------------|--------|---|
| | ITI | E/M | AC Mechanic | 2 Years | 1No. | 20000/- |
| | 8 th pass | -- | helper | One year | 1 No. | 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/21-22/44

Dated: 06.05.2022

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 **"Comprehensive Service Maintenance contract of window and split type AC units ."** 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. | Annual comprehensive Service Maintenance contract of window and split type AC units at Pragati Maidan, New Delhi. | 365 days | 3,14,520/- | 6,300/- | 590/- i/c GST |

The bids can be submitted on line up to **12/05/2022** up to **03.00 PM** with date of opening at **3.00 PM on 13/05/2022**. 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
Schedule of work

Name of Work: Annual Comprehensive Service Maintenance contract of window and split type AC units at Pragati Maidan, New Delhi.

| S.N. | Description of Item | Qty. | Rate (Rs.) | Unit | Amount(Rs.) |
|------|--|---------------------------------------|------------|---------------------------------|-------------|
| 1. | Annual Comprehensive Service Maintenance Contract of 1.5 TR window type AC Units of various make, etc as required, for one year . | 95 nos. | | Each/year | |
| 2. | Annual Comprehensive service maintenance Contract of 1.5/2.0 TR split type wall/tower AC units complete with outdoor and indoor units of various make, etc as required, for one year. | 35 nos. | | Each /year | |
| 3. | Annual comprehensive service maintenance contract of 2.0 TR inverter type wall mounted split AC units complete with routine serviceing. Checking operation performance parameters, cleaning of blower, condenser fan, air filters, evaporator coil, condenser coil and parts, repair/ replacement of motor, louver motor, gascharging, capacitor and relay, thermostats switch, selector switch, airfilter, remote control, fan & blower, PCB & controller, evaporator coil, condenser coil, plastic component such as front grills, air deflector, louvers out door and indoor units of Hitachi make, etc as required for one year. | 22nos. | | Each /year | |
| 4. | Supply & Installation of new fabricated copper condensing coil with capillary & strainer as actual size and specification for split Air-conditioners with removing of existing damaged coil. | 5nos. | | Each | |
| 5. | Annual Comprehensive Service Maintenance Contract of Water coolers of following capacity etc as required, for one year. a.) 40/150 ltrs. Capacity | 13 nos. | | Each /year | |
| 6. | Installation testing and commissioning of following AC units at required location complete with shifting, gas charging, connection etc. as required. (a) 1.5 TR window AC (b) 1.5 TR or 2.0 TR split type AC unit | 5 nos. 2 nos. | | Each Each | |
| 7. | Providing and installation of following items:- Refrigerant copper piping suitable size etc. as required. (ii) PVC drain pipe etc. as required (iii) Three core PVC insulated copper wire of suitable size | 40mtrs. 10mtrs. 40mtrs. | | Mtrs. Mtrs. Mtrs. | |
| | Total Rs. | | | | |

INDIA TRADE PROMOTION ORGANISATION
(ELECTRICAL UNIT)

TERMS AND CONDITIONS

1. The units should be serviced every quarter and details should also be recorded in the maintenance register.
2. The sufficient qualified numbers of mechanic and helpers should be available to maintain the air conditioners & water coolers in the contract at Pragati Maidan who shall be available to the Engineer-in-charge.
 - a. Minimum one AC Mechanic and one helper should be available at site through out the year to maintain the machines at Pragati Maidan complex .
 - b. The AC mechanics should have passed ITI with experience of minimum two years and helper should have minimum 8th Pass with experience of one year.
3. The maintenance staff should be available on all days including holidays throughout the year between 10.00 AM to 06.00PM. in case of any emergency/fault, they shall work beyond these timings on unscheduled calls.
4. A record of the machines shall be kept by the company including complaints attended on the printed register in which printed copies of gate passes /challans/ repair details etc. of machine shall be maintained.
5. The contract amount shall include all costs towards spares, transportation, repairs / maintenance / labour and stationary charges etc., nothing shall be payable extra on this account.
6. The shifting of machine from one place to other in pragati maidan complex shall be arranged by the contractor at their own and nothing should be paid extra on this account.
7. The machine with defective compressor should not remain out of order for more than 3 days. Complaints of other nature should be rectified the same day otherwise a penalty of Rs. 100.00 per machine per day, shall be levied from the date of occurrence of the fault and this amount should be recovered from the dues of the contractor subject to maximum amount of Rs. 5,00.00 per machine.
8. The staff on duty shall report daily at 10.00AM to Engineering-in-charge or his authorized representative. The staff can be called earlier on such situations. Nothing extra shall be paid by the department on this account.
9. The AC units are to be cleaned periodically including cleaning of out side chassis, filters regularly. Any area rusted on the chassis should be painted to avoid further rusting with the matching colour and approved shade as and when require no extra payment will be made on this account.
10. The ITPO will not be responsible for any financial or any other liability in case of injury or major/minor accident with the companies staff deputed for the work under this contract.
11. The company shall make a minimum stock of spare part required for day today maintenance such as relay thermostat switch, selector switch over load protector condenser filters and gas etc.
12. The necessary tools and plants such as welding set, gas charging equipment, pressure pumps, blower etc. shall also be readily available at site at Pragati Maidan with technically qualified staff.
13. The electricity and water supply along with space for repairing, testing and servicing will be provided by the department free of cost within the pragati maidan complex .
14. A proper attendance register shall be maintained by the firm which will be daily countersigned by the site engineer or his authorized representative.
15. The contractor shall also maintain a up to date location wise record of machines and their movement in a register which will be verified and countersigned by the site engineer from time to time .
16. The movement of men and materials in Pragati Maidan complex etc. is restricted. So for entry of their workmen supervisory staff, engineer, proprietor etc. in pragati maidan complex, the contractor will have to submit required documents like photo, photo I.D, police verification of employee with their recommendations to obtain entry pass from the security office of ITPO. Similar action will apply for contractor's vehicle etc. all such details will be submitted immediately after award of work.
17. No machine will be taken out of Pragati Maidan for repairs without written confirmation from the engineer in charge or authorized representative. Same will apply for compressor repairs of the machines.
18. The general terms and conditions as contained in CPWD form 7/8 booklet may also be read along with these conditions.
19. The payment will be made on prorata basis of these machine which have expired the guarantee period.

Manager (Electrical)

ADDITIONAL CONDITIONS

1. Contractor will have to make his own arrangements for tools & plants required for the work. The department will not supply any tools and plants unless otherwise specified.
2. The contractor must see the proposed site for the work and study specifications, scope of work and conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions of ignorance.
3. The site is available; tenderer should see the approaches and conditions of the site. In case any approaches for main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractors the same shall be provided, improved and maintained by the contractor for stacking materials erection of Go down, site office erection of his plant and machinery etc. at his own cost. The contractor should plan the procurement of materials according to the space available. No claim on account of cost of such works shall be entertained by ITPO.
4. The contractor will have to work according to progress of work decided by the Engineer-in-charge. No claim what-so-ever will be entertained on his account.
5. The contractor shall consult the 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 along with technician should always be available at site of work to take instructions from departmental officers and ensured proper execution of work.
10. The contractor shall have to work as per program of the department. No claim what-so-ever will be entertained on this account.
11. If the tenderer withdraws his option before award of the work or make any modification in the conditions of the tender which are not acceptable to the India Trade Promotion Organization shall without prejudice to any other right, or remedy, be at liberty to forfeit the EMD/PG amount and reject the tender.
12. The work shall be carried out strictly as per CPWD specifications 2007, part I & II with up to date correction slips.
13. The contractor shall take approval from the Manager (Electrical) in writing for collection and stacking of materials.
14. The contractor must follow CPWD Safety Code as provided in general conditions of contract for CPWD works.
15. Any damage done by the contractor or his workmen to any existing work during the course of execution of the work shall be made good by him at his own cost.
16. Contractor shall clear the site thoroughly of all rubbish etc. left out of his materials immediately on completion of the work and properly clean the site around the building to the satisfaction of the Engg.-in-charge. Otherwise the site will be cleared by the department at his risk & cost to remove and clean the site.
17. The contractor to whom the work is awarded will have to sign the agreement on non judicial stamp papers of Rs. 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 agency is liable to submit police verification of each employee for entry pass in Pragati Maidan complex
23. The agency will liable to pay minimum wages to each employee engaged in the work to their bank account up to 7th day of each month and shall submit the copy of proof of disbursement of wages along with uploaded copy of ECR of EPF, ESIC of each employee to the engineer in-charge before 10th day of each month.
24. The agency will submit Final/Running bill for release of payment after fulfilling the following conditions.
 - i. Copy of detailed wages of each employee engaged in the work along with the copy of disbursement of wages.
 - ii. The copy of uploaded ECR of ESIC & EPF of each employee of every month engaged in ITPO work .
 - iii. Contractual labour Act Registration, if applicable.

Manager (Elect.)

Minimum Wages

| Description | Unit | Rate (Rs.) |
|--------------------|-------------|-------------------|
| Wireman, Grade -1 | 1 day | 795.00 |
| Fitter, Grade - 1 | 1 day | 795.00 |
| Fitter, Grade -2 | 1 day | 724.00 |
| Mason , Grade- 2 | 1 day | 724.00 |
| Painter | 1 day | 724.00 |
| Khallasi | 1 day | 654.00 |

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