



Annexure: I
INDIA TRADE PROMOTION ORGANISATION
E-TENDER NOTICE

- a. Online Item rate bids are invited on behalf of CMD, ITPO, in two bid system for the work **“providing and laying of needle punch carpet for various fairs at Bharat Mandapam for Two year (On hire basis)”** from Specialized agencies dealing in the field of **“providing and laying of needle punch carpet”** The detail of tender is as under.

Manual bids shall not be accepted.

The detail of tender is as under.

S. N	Name of work	Time for Completion	Estimated Cost including GST	Earnest Money	Cost of Tender
1	“providing and laying of needle punch carpet for various fairs at Bharat Mandapam for Two year (On hire basis)”	Two years	Rs.6,72,75,249/-	13,46,000/-	1770/-

- b. The above work includes for **“Providing and laying of needle punch carpet for various fairs at Bharat Mandapam for Two year (On hire basis)”**
- c. The tender documents are available on our website www.indiatradefair.com (for reference only) & www.eprocure.gov.in and same can be downloaded.

Eligibility Criteria:

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

1. The agency should have **PAN, GST, ESI, EPF Registration.**
2. The Agency should not have been blacklisted from any Government of India organization in the past.
3. The agency/company should not have been involved in any kind of litigation, legal cases or ever been blacklisted by any government department or have any pending government investigation against them either directly or indirectly.
4. The intending bidders must read the terms and conditions of CPWD-6 carefully. He should only submit his bid if he considers himself eligible, and he is in possession of all the documents required.
5. EMD Payment & Tender cost: Earnest Money Deposit & Cost of tender is to be deposited in the account of ITPO before the last date of bid submission and upload the mandatory scanned document of EMD payment. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose original EMD deposited in ITPO Account has been verified by tender opening authority and are found in order.
6. The bidder should have had average annual financial turnover @50% of the estimated cost during immediate last five consecutive financial years ending 31st March, 2025. (Scanned copy of certificate from CA to be uploaded only).
7. The agency/company should have satisfactorily completed the works as mentioned below during the last Seven years ending last day of month previous to the one in which tenders are invited.

- i) One similar work costing not less than 80% of estimated amount put to tender annually.
i.e. not less than Rs.2.70 cr.

OR

- ii) Two similar works each costing not less than 60% of estimated amount put to tender annually
i.e. not less than Rs.2.00 cr.

OR

- iii) Three similar works each costing not less than 40% of estimated amount put to tender annually.
i.e. not less than Rs.1.35 cr.

(Similar work means “Experience of event management during setup of fairs and exhibitions to include provision and laying of carpets at the venue.” (The completion certificate issued by the officer in charge will have to be furnished along with all the details.

The completion certificate must clearly indicate:-

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

(The copy of any other details related to the work if required may be asked from the bidder after opening of eligibility bids. There is no need to upload entire voluminous schedule and abstract of work.

9. The agency/company should have the following

- i. Gross Annual Turnover of last three years ending 31st March 2025. Scanned copy of certificate from Chartered Accountant to be uploaded on portal at the time of submission of bid)contractor should upload **only Certificate from CA, mentioning Financial Turnover of last 3 years** as per the period as specified in **form –A**

(The Related further details if required may be asked from the contractor after opening of eligibility bids. There is no need to upload entire voluminous balance sheet.)

FORM-A

FINANCIAL INFORMATION

Financial Turnover of last 3 years

Description	Financial year 2022-23 (Rs.)	Financial year 2023-24 (Rs.)	Financial year 2024-25 (Rs.)
a. Gross annual turnover			

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

- ii. The agency/company Should have a **Solvency equal to 40 % of the estimated cost** put to tender, Certified by his bankers (on the format prescribed in form -B) and **net worth certificate equal to 10%** of the estimate cost put to tender (on the format prescribed in form- C) issued by the certified Chartered Accountant. Certified copies of **Solvency** and **net worth certificate** should be uploaded on portal at the time of submission of bid.

(The Related further details if required may be asked from the contractor after opening of eligibility bids. There is no need to upload entire voluminous balance sheet.)

FORM-B**SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s/Sh.
.....having marginally noted address,Customer of our bank
are/is respectable and can be treated as good for any engagement up to a limit
ofRs..... Rupees).

This certificate is issued without any guarantee or responsibility on the bank or any of the
officers.

(Signature) For the Bank

NOTE:

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

FORM- C**NET WORTH FROM CHARTERED ACCOUNTANT**

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

Signature of Chartered Accountant

Name of Chartered Accountant

.....

Membership No. of ICAI

Date and Seal

8. The bidder can submit shortfall documents in online system if required and permitted by tender inviting officer, except the mandatory eligibility documents e.g. Tender fee, EMD.
9. 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).
10. 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.
11. 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.
12. 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	24/07/2025
Bid Document Download Start Date	24/07/2025
Pre bid meeting Date	28/07/2025
Bid Submission Start Date	24/07/2025
Bid Submission End Date	07/08/2025 at 3.00 PM
Bid Opening Date	08/08/2025 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 tenderer 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	:	Bharat Mandapam, 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 **Sr. Manager (Civil), Administration Building at Gate No- 9, India Trade Promotion Organization, Bharat Mandapam, 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.

- **Submission of Tender**

The tender shall be submitted online in two parts, 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
- iii) Certificate of Work Experience /Completion certificate issued by an officer in charge **from central/state government departments, central/state government organizations /PSUs.**
- iv) Scanned copy of Tender Acceptance Letter and Price Bid undertaking.
- v) Certificate of **Gross annual turnover** for last three financial years, **Solvency certificate** and **net worth certificate** as per eligibility criteria, in given format A,B and C respectively.

Financial Bid

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

Annexure: II

Instructions for Online Bid Submission:

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

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

REGISTRATION

- 2) Bidders are required to enroll 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 colored (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.
- 10) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 11) Upon the successful and timely submission of bids (i.e. 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.
- 12) 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: _____

1. **Name of Tender / Work: -Providing and laying of needle punch carpet for various fairs at Bharat Mandapam for Two year (On hire basis)**

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/ organization 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 **Providing and laying of needle punch carpet for various fairs at Bharat Mandapam for Two year (On hire basis)**

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

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

Authorized Signatory
(Signature of the Authorized Person)

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

Sub: NIT No. - - - - -

for the work **-Providing and laying of needle punch carpet for various fairs at Bharat Mandapam for Two year (On hire basis)**

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,

Sr. Manager (Civil)

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 for the following work from specialized agencies. **up to 3.00 PM on 07.08.2025**, which will be opened by him (or) his authorized representative at **3.00 PM on 08/08/2025** for the work of **Providing and laying of needle punch carpet for various fairs at Bharat Mandapam for Two year (On hire basis)**. The enlistment of the contractors should be valid on the last date of receiving of tenders. In case only the last date of receipt of tender is extended, the enlistment of contractor should be valid on the original date of receipt of tenders.

1. The work is estimated to cost Rs. **6,72,75,249 /- including GST** This estimate, however, is given merely as a rough guide.
2. Agreement shall be drawn with the successful tenderer on prescribed Form No. C.P.W.D. 7/8 which is available as a Govt. of India publication. Tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be three days for construction & one day for dismantling from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.
4. The site for the work is available.
OR
The site for the work shall be made available in parts as specified below:
5. Tenders shall be accompanied with Earnest money of Rs.13,46,000 /-demand draft of a scheduled bank issued in favor of India Trade Promotion Organization, New Delhi or NEFT/RTGS.
6. The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of cash (in case guarantee amount if less than Rs.10, 000/-) OR Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs.1, 00,000/-) or Government Securities or Fixed Deposit Receipts in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. Copies of other drawings and documents pertaining to the works will be open for inspection by the 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 will be liable to rejection.
 - 9 The competent authority on behalf of CMD, ITPO reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
 - 10 No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
 - 11 The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders/Ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelope system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
 - 12 This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 7 days from the stipulated date of start of the work, sign the contract consisting of:-

SCHEDULE 'E'

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

CLAUSE 10 CC

Component of Cement – expressed as percent of total value work.	N/A
Component of Steel-expressed as percent of total work	N/A
Component of civil (except cement & steel)/Electrical construction Materials-expressed as percent of total value of work	N/A
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 :- Providing and laying of needle punch carpet for various fairs at Bharat Mandapam for Two year (On hire basis)

Estimated cost of work	Rs 6,72,75,249 /-
Earnest money:	Rs.13,46,000 /-
(i) Performance Guarantee	5% of tendered value
(ii) Security Deposit	2.5% of tendered value

General Rules & Directions:

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

Definitions

2(v) Engineer-in-Charge	Manager (concern)/Sr.Manager (Civil)
2(viii) Accepting Authority	As per DFPR Sch. V of ITPO
2(x) Item on cost of materials and Labour to cover all overheads and profits.	15%
2(xi) Standard Schedule of Rates	Market rates/DSR-2023
2(xii) Department	ITPO (Engg.)
9(ii) Standard CPWD contract Form	CPWD form 7/8 as modified & corrected upto date

Clause 1

(i) Time allowed for submission of Performance Guarantee From the date of issue of letter of acceptance	7	days
(ii) Maximum allowable extension beyond the period (Provided in i) above	4	days

Clause 2

Authority for fixing compensation under clause 2 GM (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.	1/8 th (of the whole work)	1/4 th (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each mile stone.
2.	3/8 th (- do -)	1/2 (- do -)	
3.	3/4 th (-do-)	3/4 th (-do-)	
4.	Full	Full	

Time allowed for execution of work Two Years

Clause 6, 6A

Clause applicable – (6 or 6A)

Clause 6A

Clause 7

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

N/A

Clause 10A

List of testing equipment to be provided by the contractor at site lab
As per the site requirement and as per direction of Engineer In charge

Clause 10 B (ii)

Whether Clauses 10 B (ii) shall be applicable No

Clause 10CA

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

1. _____ NA _____

2. _____

Clause 10CC

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

Clause 11

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

Clause 12

Deviation limit beyond which clauses 12.2 & 12.3 shall Apply for building work 100%

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

Clause 16

Competent Authority for deciding reduced rates. GM (works)

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 qualificati on of Technical Representa tive	Disci pline	Designation (Principal Technical/Te chnical representative)	Minim um experie nce	Nu mb er	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)
						Figures Words
1 . 2 .	Graduate Engineer Or Diploma Holder	Civil	Principal Technical	Nil 5 years	1 1	15,000/- (Rupees fifteen thousand only) per month

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

CLAUSE 42

Not Applicable

INDIA TRADE PROMOTION ORGANISATION
Engineering Division

No. 180–ITPO/GM/2025-26/16

Dated: - 24.07.2025

BRIEF NOTICE INVITING TENDER

Sr. Manager (Civil) Room No-22 Admin building Bharat Mandapam new Delhi -110001 on behalf of CMD,ITPO invited sealed **Item rate** tenders through **e-tendering** for the following works from **specialized agencies**, details of which briefly described hereunder.

S.N	Name of work	Time for Completion	Estimated Cost	Earnest Money	Cost of Tender
1	“providing and laying of needle punch carpet for various fairs at Bharat Mandapam for Two year (On hire basis)”	Two years	Rs.6,72,75,249 /-	13,46,000/-	1770/-

The bids can be submitted online up to **07/08/2025 up to 3.00 PM** with date of opening on **08/08/2025 at 3.00 PM**. For further details including eligibility, downloadable form of tender documents etc. please refer website www.indiatradefair.com. & www.eprocure.gov.in
Manual tenders will not be accepted.

Sr. Manager (Civil)

**INDIA TRADE PROMOTION ORGANISATION
(Engineering Division)**

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

S.No.	FOR	READ
1.	Government of India	India Trade Promotion Organisation
2.	C.P.W.D. or Government	India Trade Promotion Organisation
3.	CPWD -7/8/9	CPWD 7/8/9
4.	President/President of India	C.M.D ITPO
5.	Chief-Engineer	General Manager (Works)
6.	Superintending Engineer	Dy. General Manager (Civil)/SM (Civil)
7.	Engineer-in-charge/Divisional Engineer/Executive Engineer/Divisional Office	Sr Manager (Civil)
8.	Sub-Divisional Officer/Asstt. Engineer	Deputy Manager (Civil)
9.	Administration Head	C.M.D. /General Manager
10.	Ministry of Works & Housing	ITPO /Ministry of Commerce
11.	CPWD Code, Paragraph'90	Shall be applicable t o ITPO works
12.	DSR'2023	Shall be applicable to ITPO works
13.	CPWD specifications 2018 part – I & II	Shall be applicable to ITPO works
14.	DSR (Internal) 2022 for Electrical works	Shall be applicable to ITPO works
15.	CPWD specifications (Internal) 2018 for Electrical works	Shall be applicable to ITPO works
16.	DSR External 2012 for Electrical works and specifications	Shall be applicable to ITPO works
17.	Provision of Section 12 Sub-Section (i) of the works man compensation	Shall be applicable to ITPO works
18.	CPWD safety Code framed from time to time	Shall be applicable to ITPO works
19.	CPWD maternity benefits to labour	Shall be applicable to ITPO works
20.	Model Rules of the protection of health and sanitary appointment for workers employed by CPWD	Shall be applicable to ITPO works
21.	CPWD contractor labour Regulations	Shall be applicable to ITPO works

ADDITIONAL CONDITIONS

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

GENERAL NOTES:

Only first quality materials shall be used.

1. The CONTRACTOR shall be responsible for completing the entire work as per schedule of rates, technical description etc. in all respects and any other job necessary to complete the work though specifically may not be covered in the scope of work. The Contractor is advised to visit site and calculate the consumables/ poles/ labour required in the whole job and include the rates in the rates for the items being quoted in BOQ if the respective item/ service is not mentioned in BOQ.
2. The supply / procurement of all materials required for the job, shall be the responsibility of the Contractor unless otherwise stated in the tender documents.
3. The quality/brand of the materials procured by the Contractor shall be subject to the approval of Engineer-in-Charge or his authorized representative before the materials are allowed to be used in the works.
4. Any material procured and brought to site by the Contractor, found not to conform to the specifications and does not meet the approval of the Engineer-in-Charge, for use, will be rejected and the Contractor shall remove and dispose of the same at his own cost and he shall not have any claim for compensation in this regard.
All material, consumables, tools, tackles, labour required for the jobs are in the scope of the CONTRACTOR.
5. The CONTRACTOR must strictly comply with the rules & regulations and permit systems in force at the time of execution of work. The CONTRACTOR must ensure availability of all required personal protective equipment (PPE's) with its manpower working inside the premises, including those which are mandatory in nature, such as safety shoe, safety helmet, hand gloves, goggles, nose mask, ear plug etc and those that may be required for execution of this particular job in a safe manner, as directed by the E-I-C. The rates for the job are inclusive of the cost of using the above-mentioned safety equipment.
6. CONTRACTOR is required to mobilize their resources required to carry out the job within the time frame given for the specific job so as to complete the job as per technical specification, instruction and satisfaction of the Engineer-in-Charge/ Site Engineer.
7. Entry of all brought material shall be registered with Concerns manager.
8. After completion of any job, the CONTRACTOR must ensure proper cleaning and housekeeping of the area and obtain area clearance from Engineer-in-Charge / Site Engineer before handing over. The contractor has to deploy requisite resources for disposal of the debris from the working area to a place designated by the E-I-C anywhere within the owner's premises.
9. All the BoQ items are inclusive of supply and installation and no other extra charges for installation will be paid.
10. Transportation of all material up to the site and within the terminal is in the scope of the contractor.

RESOLUTION OF DISPUTES

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

Arbitration

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

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

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

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

Jurisdiction

All disputes arising out of and in relation to the contract between the parties herein shall be governed by Laws of India subject to the exclusive jurisdiction of the courts of Delhi only.

Force Majeure

If at any time, during the continuance of this Contract, the performance in whole or in part, by either party, of any obligation under this Contract is prevented or delayed, by reason of war, or hostility, acts of the public enemy, civic commotion, sabotage, act of State or direction from Governmental Authority, explosion, epidemic, pandemic, quarantine restriction, strikes and lockouts (as are not limited to the establishments and facilities of the Parties), fire, floods, natural calamities or any act of GOD (hereinafter referred to as "Event"), provided notice of happenings of any such Event is given by the affected party to the other, within 7 Calendar days from the date of occurrence thereof, neither Party shall, by reason of such event, be entitled to terminate this Contract, nor shall either Party have any such claims for damages/compensation/costs/expenses against the other, in respect of such non-performance or delay in performance provided the Contract shall be resumed as soon as practicable, after such Event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may, at its option, terminate the Contract.

Indemnity

Contractor/Agency shall indemnify, defend and hold ITPO and its officers/officials harmless against any and all proceedings, actions, losses, damages, expenses, costs and third party claims whatsoever – whether financial or otherwise, including liability for payment of contributions/dues to EPFO/ESIC/Govt. Departments/Local Bodies/Statutory Authorities etc. which ITPO may sustain, incur, suffer or be exposed to at any time during the subsistence of the Contract and subsequent thereto relating to the period of Contract, arising out of a breach by the Contractor/Agency, its sub-contractors, sub-agents, employees, etc. of any of its obligations under the Contract.

Confidentiality

Contractor/Agency shall maintain high level of professional ethics and shall not act in any manner, which is contrary to any laws and/or detrimental to ITPO's interest. Contractor/Agency shall treat as confidential any and all data, information and records, obtained/received in the performance/execution of its responsibilities, in strict confidence and shall not reveal such data, information or records to any other person/party without the prior written approval of the ITPO, even

after expiry/termination/determination of the Contract. ITPO shall take necessary legal and other remedial actions for infringement of this clause.

Intellectual Property Rights

ITPO's name/logo/other IPRs shall be the sole and exclusive property of ITPO only. For any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs by the Contractor/Agency and/or their sub-agents/sub-contractors/employees etc., the Contractor/Agency shall be held solely responsible. ITPO shall not be responsible for any harm or loss caused to any third party because of any such misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs. Contractor/Agency shall indemnify ITPO against any misuse/misrepresentation/unauthorized use of ITPO's name/logo/IPRs and/or any claim(s) relating to infringement of any intellectual property rights committed by them/their sub-agents/sub-contractors/employees etc. ITPO shall take necessary legal and other remedial actions, as deemed fit, for such violations.

Compliance with Statutory Laws

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

Disclaimer

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

Sr.Manager (Civil)

Payment Schedule

The bidder shall raise invoices to ITPO under this Agreement for payment covering the following components, as applicable for which the invoice is being raised:

- (i) Necessary deductions such as security deposit 2.5%, TDS, labour cess, GST on TDS etc. shall be applicable as per GFR rule.
- (ii) The raised bill by the bidder to be paid after verification of the invoice and supporting documents by ITPO.
 - All payments shall be subject to tax deductions at source (TDS) as applicable under the relevant laws.
 - The bidder shall separately mention Goods and Services Tax (GST) on all invoices submitted to ITPO.
- (iii) If, at any time during the term of the contract, the overall contract value exceeds 130% of the original contract value, the bidder shall submit a revised Performance Bank Guarantee (PBG) to the India Trade Promotion Organisation (ITPO) prior to the commencement of the next billing cycle. In the event that the revised PBG is not provided, the billing amount for that cycle shall be adjusted by setting off 5% of the additional contract value against the billing amount, until the revised PBG is submitted in accordance with this clause.
- (iv) Fee against any extra items/ manpower not covered in the price bid will be paid additionally that shall be worked out on the basis of the following:
 - Equivalence from the existing approved Price Bid
 - Government approved rates,
 - Industry standards,
 - Existing Contracts of Government of India,
 - Benchmarks approved in Government and
 - Market conditions

In case of any dispute with respect to the above points, decision of the CMD, ITPO shall be final and binding.

Penalty clause

CPWD penalty clause/ GFR Rules regarding penalty will be applicable. ITPO authority will decide penalty for each default.

AGREEMENT

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

WHEREAS the Authority has, under Notification No.

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

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

The same shall be binding on both the parties.

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

At New Delhi.

WITNESS

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

Annexure : Integrity Pact Format

INTEGRITY PACT FORMAT

Between

ITPO hereinafter referred to as "The Principal"

And

_____ hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for **(providing and laying of needle punch carpet for various fairs at Bharat Mandapam for Two year (On hire basis))**. The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relation with its Bidder/s and/or Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process from the beginning till execution of the contract for compliance with the principles mentioned HEREIN.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

I. No employee of the Principal, personally or through family members, will, in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for him/herself or a third person, any material benefit which he/she is not legally entitled to.

II. The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

III. The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and, in addition, can initiate disciplinary action.

Section 2 - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- I. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to the Principal, to any of the Principal's employees involved in the tender process or the execution of the contract, or to any third person, any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
- II. The Bidder/Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness.
- III. The Bidder/Contractor will not commit any criminal offence under the relevant Anti-Corruption Laws of India. Further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- IV. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - (3) The Bidder/Contractor may indicate the advantage of his offer compared to the tender terms and conditions. The Bidder/Contractor shall not make any commitment whatsoever on the offers/products of other bidder(s) thereby influencing the Principal to take a decision in favor of the former.
 - (4) A person signing the Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait for their decision in the matter.
 - (5) Foreign Bidders must disclose the name and address of agents and representatives in India, and Indian Bidders must disclose their foreign principals or associates.
 - (6) Bidders must disclose the payments to be made to agents/brokers or any other intermediary.
 - (7) Bidders must disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Section 3 - Disqualification from Tender Process and Exclusion from Future Contracts

1. If the Bidder, before contract award, has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as a Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

2. If the Bidder/Contractor has committed a serious transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder, and the amount of damage. The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.
3. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
4. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section 4 – Forfeiture of Earnest Money Deposit/Security Deposit

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to forfeit the bidder's Earnest Money Deposit.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to forfeit the Earnest Money Deposit/Security Deposit.

Section 5 – Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last three years with any other company in any country confirming to the TI approach or with any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

(2) If the bidder makes an incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all bidders/contractors/sub-contractors

(1) The bidder/contractor undertakes to demand from all sub-contractors the commitment consistent with this integrity pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into an agreement with identical conditions as this one with all bidders, contractors, and sub-contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this pact and submit it to the Principal along with the offer.

Section 7 – Criminal charges violating Bidders/Contractors/Sub-Contractors

If the Principal obtains knowledge of conduct of a Bidder/Contractor/Sub-Contractor, or of an employee or a representative or an associate of a Bidder/Contractor/Sub-

Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the vigilance office.

Section 8 – External Independent Monitor

(1) The Principal appoints a competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman of the Board of the Principal.

(3) The Monitor has the right of access without restriction to all project documentation of the Principal. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor is under a contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.

(6) The Monitor will regularly submit a written report to the Chairman of the Board of the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman has not, within a reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

Section 10 – Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

Place: _____

Date: _____

For the Bidder/Contractor

Witness 1: _____

Witness 2: _____