

Annexure: I INDIA TRADE PROMOTION ORGANISATION E-TENDER NOTICE

Online item rate bids are invited through two bid system for "Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on hire basis for the events to be held in Pragati Maidan, New Delhi"from Specialized agencies dealing in the field of "Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on hire basis". The detail of tender is as under.

S.N	Name of work	Time for Completi on		Earnest Money(Rs)	Cost of Tender (Rs)
1	Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on Hire basis for the events to be held in Pragati Maidan, New Delhi.	365 days	Rs.20,80,045/-	Rs. 41,601/-	590/- i/c GST

The above work includes for "Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on hire basis for the events to be held in 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.**
- 2. The agency having experience in "Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on hire basis" 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. **10,40,022/-** during immediate last three consecutive financial years ending 31stMarch. 2022. (Scanned copy of certificate from CA to be uploaded only).
- 6. They should have satisfactorily completed the work as mentioned below during the last seven years up to 28.02.2023.
 - i) One similar work costing not less than 80% of estimated amount put to tender i.e (Rs. 16,64,036/-)
 - ii) Two similar works each costing not less than 60% of estimated amount put to tender i.e (Rs. 12,51,027/-)
 OR
 - iii) Three similar works each costing not less than 40% of estimated amount put to tender i.e(**Rs.** 8,32,018 /-)

((Similar work shall mean works of "Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on hire basis". (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 c ell 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

VDICATIVE CRITICAL DATE SHEET					
Published Date	23/05/2023				
Bid Document Download Start Date	23 /05/2023				
Pre bid meeting Date					
Bid Submission Start Date	23/05/2023				
Bid Submission End Date	31/05/2023 at 3.00PM				
Bid Opening Date	01 /06/2023 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 athttps://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 contactor 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 parities liable to rejection.
- 16. Tenderer who has downloaded the tender from the **ITPO's web site** <u>www.indiatradefair.com</u> and Central <u>Public Procurement Portal (CPPP)</u> website <u>https://eprocure.gov.in/eprocure/app</u>, **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

- a. The Hard Copy of original instruments in respect of cost of tender document must be delivered to the Sr.Manager (Electrical) India Trade Promotion Organisation, Room No.6, CMD building, Pragati Maidan, New Delhi - 110001 on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD/RTGS,etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.
- b. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet.** After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.
- c. Due consideration and relaxation in the norms for MSME/NSIC/Start up/MSE in Public procurement will be given as per the directions issued by Govt. of India and also preference would be given to SC/ST MSME entrepreneurs up to 4% within the 20% ceiling earmarked for MSME entrepreneurs subject to the production of valid /relevant registration documents for the specific work i.e. "Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on hire basis" 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 <u>Technical Bid within</u> 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/ 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

- 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: "Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on hire basis for the events to be held in 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 / $entirety$.
$5.\mathrm{I}$ / 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 "Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on hire basis for the events to be held in 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

	INTEGRITY PACT
stage lighting arrange	ments on hire basis for the events to be held in Pragati Maidan, New
	It is hereby declared that ITPO is committed to follow the principle of ency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT) is an invitation to offer made on
tender/bi	tion that the bidder will sign the integrity Agreement, which is an integral part of id documents, failing which the renderer/bidder will stand disqualified from the process and the bid of the bidder would be summarily rejected.
behalf of t	This declaration shall form part and parcel of the Integrity Agreement on the ITPO.
	Yours faithfully,
	(Sr.Manager Electrical))

AMENDED UPTO CON 280 CPWD - 6

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

Item rate tenders through e-tendering are invited on behalf of the CMD, ITPO from the specialized agencies dealing in the field of "Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on hire basis" in two bid system up to 3.00 PM on 31.05.2023 which will be opened by him (or) his authorized representative at 3.00 PM on 01.06.2023 for the work of "Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on hire basis for the events to be held in Pragati Maidan, New Delhi"

- 1. The work is estimated to cost **Rs. 20,80,045** /-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 completion of work is 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.

Tenders shall be accompanied with Earnest money of **Rs. 41,601/-& Tender Fee of Rs. 590/-** (demand drafts of a scheduled bank issued in favour of India Trade Promotion Organisation, New Delhi or NEFT/RTGS).

- 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 from. 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 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.
- **6.** 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.
- 7. Canvassing whether directly or indirectly, in connection with tenders if strictly prohibited and the tenders submitted by the contractors who resort to canvassing shall be liable to rejection.
- **8.** 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.
- 9. 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.
- **10.** 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.
- **11.** This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting Authority, **within 7days** from the stipulated date of start of the work, sign the contract consisting of:-
- (i) Non Judicial Stamp for Rs. 100/-
- (ii) Schedule of Work with terms and conditions.
- (iii) GCC-2020 for maintenance work
- (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: "Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on hire basis for the events to be held in Pragati Maidan, New Delhi"

(i)Estimated cost of work R	s. 20,80,045/-
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(ii) Earnest money: Rs. **41,601/-**

(iii) Performance Guarantee 3 % of tendered value

(iv) Security Deposit 2.5% of actual work done

General Rules & Directions

Officer inviting tender Sr. 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 No limit

Definitions

2(v) Engineer-in-Charge Sr.Manager (E)

2(viii) Accepting Authority As per DFPR Sch. V of ITPO as modified up to date.

2(x) Percentage on cost of materials and Labour to cover all overheads and profits.

2(xi) Standard Schedule of Rates market rates

2(xii) Department			ITPO (Electrical Engg.)			
9(ii) Standard CPWD contract Form			CPWD form 7 /8 as modified & corrected upto date			
Claus	se 1					
(,	ubmission of Performancue of letter of acceptance				
(ii) Maximum allowabl	e extension beyond the p	period			
(Prov	rided in i) above		4 days			
	ority for fixing compen	sation under clause 2.	GM (Works)			
Whet Claus	her clause 2A shall app	plicable	No			
Numl	per of days from the da otance for reckoning da		7 days			
			per table given below: 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			
Claus	se 6 applica	able				
paym for be Claus List	s work to be done toget ent or advance for ma eing eligible to interim e 10A	ther with net payment/acterial collected, if any sin payment 3 to be provided by the c	ce the last such Lakhs			
Clause 10 B (ii) Whether Clauses 10 B (ii) shall be applicable No						
		s clause Nearest Materia	al for which All India Wholesale Price Index is to be			
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 2009, Part I & II, Part- 1 (Internal)-2013, with Up-to-date correction slips.						

Clause 12

Deviation limit beyond which clauses 12.2 & 12.3

Clause 16

Competent Authority for deciding reduced rates.

GM (W)

No limit

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

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

CLAUSE 42 N/A

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

(ii) Variations permissible on theoretical quantities.

a)	Cement for works with estimated cost put to	N/A
	Tender not more than Rs. 5 Lakhs	
	For works with estimated cost put to tender	N/A
	More than 5 Lakhs	
b)	Bitumen for all works	N/A

c) Steel Reinforcement and structural steel N/A
Sections for each diameter, section and category

d) All other materials Nil

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

S.No.	Description of Item	Rates in figures and words at which recovery shall be made from the contractor	
		Excess beyond permissible variation	Less use beyond the permissible variation
1.	Cement	N/A	N/A
2.	Steel reinforcement	-	-
3.	Structural Sections	-	-
4.	Bitumen issued free Bitumen issued at	-	-
5.	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.)/ Sr. Manager (Elect.)		
7.	Engineer-in-charge/ Divisional Engineer/ Executive Engineer/ Divisional Office	Sr.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-2022	Shall be applicable to ITPO works.		
14.	CPWD specifications	Shall be applicable to ITPO works.		
15.	DSR(Internal) 2022for Electrical works.	Shall be applicable to ITPO works.		
16.	CPWD specifications (Internal) 2005 Electrical works	Shall be applicable to ITPO works.		
17.	DSR External 2022 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.		

Sr. MANAGER (Elect.)

INDIA TRADE PROMOTION ORGANISATION Electrical Division

No.371-ITPO (29)E-E/23-24/4

Dated: 23.05.2023

Manager, Electrical India Trade Promotion Organisation, Pragati Maidan, New Delhi on behalf of CMD, ITPO invites Item rate tender for the following work from the Specialized agencies dealing in the field of "Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on hire basis" in two bid system through online e-tendering. Manual/offline bids shall not be accepted. The details of which briefly described are hereunder:

NOTICE INVITING TENDER

S.N.	Name of work	Time for	Estimated Cost	Earnest	Cost of
		Completion		Money	Tender
1	Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on Hire basis for the events to be held in Pragati Maidan, New Delhi.	365 days	Rs.20,80,045/-	Rs.41,601/-	590/- i/c GST

The bids can be submitted on line up to 31/05/2023 up to 03.00 PM with date of opening at 3.00 PM on 01/06/2023. 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 etendering)

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

India Trade Promotion Organization (Electrical /AV Unit) SCHEDULE OF WORK

<u>Name of Work:</u> Providing, installation, Fixing, operating and maintenance of AV System and stage lighting arrangements on Hire basis for the events to be held in Pragati Maidan, New Delhi.

SI. No.	Item Description	Quantity	Units	Rate (Rs.)	AMOU NT (Rs)
1	Hiring charges for back screen projection size 8 feetx10feet with two side black drop curtains on wooden frame/steel frame.	1	Each per day		
2	Hiring charges for back screen projection size 4feetx6feet with two sixe black drop curtains on wooden frame/steel frame.	1	Each per day		
3	Hiring charges for L.C.D. projector having resolution 4500 lumens for back screen projection or front projection.	48	Each per day		
4	Hiring charges for front screen projection size 8feetx10feet.	48	Each per day		
5	Hiring charges for front screen projection size 4feetx6feet.	10	Each per day		
6	Hiring charges for Video grapey with 3 nos. HD cameras with on line mixing facilities but without tapes. (Sony DSR, Z-7, PMW or equivalent)		Each job per day		
7	Conversion Charges of recorded dv tapes/cars to DVD/CD along with blank DVD/CD and jewel box.	90	Each CD		
8	Hiring charges for Video grapey with HD camera. (Sony DSR, Z-7, PMW or equivalent).	40	Each job per day		
9	Hiring charges for LED TV 42 inches with floor stand or full stand.	22	Each job per day		
10	Hiring charges for laptop with installed multimedia, supporting all audio and video formats and MS Office 2007 and 2010 with Operator	2	Each job per day		
11	Hiring charges for dish cable connection including set top box with higher plan and cable complete as required.	2	Each job per day		
12	Hiring charges for LED TV 42 inches along with the Dish connections during IITF 2019.	6	Each job		
13	Providing and fixing Spot Light 1000 Watt T type with colour filters on hire basis.	350	Each per day		
14	Providing and fixing Halogen Flood 1000 watt on hire basis.	130	Each per day		
15	Providing and fixing Fresnel T-11 type with barn door on hire basis.	2	Each per day		
16	Providing and fixing 3Watt X 36 LED RGB LED PAR IP-65 on hire basis.	600	Each per day		
17	Providing and fixing Stage Light Stand on hire basis.	50	Each per day		
18	Providing and fixing Truss tower stand up to 16 feet on hire basis.	150	Each per day		

19	Providing and fixing 48 KW Dimmer Rack with 24 channels on hire basis.	40	Each per day	
20	Providing and fixing Light Control Desk for Stage Light on hire basis.	40	Each per day	
21	Providing and fixing PAR 64 1000 Watt with colour Filters on hire basis.	670	Each per day	
22	Providing and fixing Profile 750 Watt with HPL Lamp on hire basis.	102	Each per day	
23	Providing and fixing 1.2 HMI Follow Spot on hire basis.	2	Each per day	
24	Providing and fixing Smoke/Fog Machine on hire basis.	1	Each per day	
25	Providing and fixing Effect Projector for water/cloud/rain/fire on hire basis.	1	Each per day	
26	Providing and fixing Moving Head Beam 200 Watt on hire basis.	2	Each per day	
27	Providing and fixing 1500 Watt DMX Strobe Light on hire basis.	2	Each per day	
28	Providing and fixing Moving head spot with Gobo on hire basis.	2	Each per day	
29	Providing and fixing AVO lighting console on hire basis.	2	Each per day	
30	Providing and fixing U type aluminum truss (60 feet X 16 feet on hire basis.)	2	Each per day	
	Total Rs. including GST			

Sr.Manager (Elect.)

Dy. Manager (Elect.)

Terms & Conditions

- 1. The intending tenderer must inspect the site of work and understand the actual quantum of work involved there in before submitting the tender. No request for additional payment for any kind of work shall be entertained.
- 2. The agency has to provide AV and Stage Lighting system on hire basis complete with cabling, installation, fixing, operating and maintenance of the system including coordination with concern agency /officers for program schedule in Pragati Maidan during the events.
- 3. The successful bidder shall be fully responsible for the security and insurance of all Items of equipments, cabling etc. installed by them and no claim for loss, damage etc. of items belonging to contractor shall be entertained by the India Trade Promotion Organization.
- 4. The successful bidder shall be responsible for the good conduct of all their staff employed by him and ITPO shall not be responsible for payment of any compensation in the event of accident to the contractor or his staff in the course of their performing their duties connected with the above work.
- 5. All the works carried out and the services rendered shall be to the entire satisfaction of the Engineer in charge, ITPO. In case of unsatisfactory services the quantum of penalty, if imposed, by the Engineer in charge shall be final and binding on the contractor.
- 6. The ITPO reserves the right to reject any or all of the quotations/tenders received without assigning any reason at any stage.
- 7. The ITPO also reserves the right to make changes in the scope of the work after receiving the tenders/quotations at any stage.
- 8. The dates on which the various services in theatres/events are required will be communicated to successful bidder from time to time.
- All professional equipments are to be installed.
- 10. The contractor will have to accept all the works ordered by ITPO and any refusal or delay in implementation would invite termination of contract without any notice.
- 11. The contractor should always be prepared to provide facilities at a very short notice and as such sufficient stock of equipment should always be maintained at Pragati Maidan, New Delhi.
- 12. In the event of any breach of contract. The contract can be terminated without any notice and without any liability on ITPO.
- 13. ITPO reserve the rights of increasing/decreasing the quantity of material/ days/venues depending on actual requirement.
- 14. The offer not confirming to conditions as above may be rejected without any further reference.
- 15. This tender will be valid up to one year from the date of start or issue of the award letter(whichever is later) and may be extended thereafter by mutual agreement.
- 16. All items installed by the agency shall be dismantled and removed from the site/premises immediately after completion of the programme.
- 17. All disputes and deference and questions arising out of this contract whatever shall be referred to the sole arbitration nominated by the Chairman and Managing Director of the ITPO.
- 18. a) The award of the arbitrator shall be final and binding on the parties to this contract. b) The venue of Arbitration proceedings shall be as decided by the arbitrator.
- 19. The agreement shall be subject to the jurisdiction of the courts in Delhi.
- 20. If during the currency of the contract, the specification and requirements are to be changed by the Engineer in charge, the party shall supply the requisite material in accordance with new specifications. Any deduction/addition of rates in this regard will be determined by the Engineer in charge, ITPO.
- 21. The intending tenderer must confirm to undertake the whole job for providing of Stage lighting system and provide sufficient number of trained technical staff available all the time or as & when required.
- 22. The rates must include all expenses like transportation of equipment to & fro in Pragati Maidan. No advanced payment will be made. Full & final payment will be made only after satisfactory rendering of service.
- 23. The agency will submit the documentary records in the form of video and pictures of all work of temporary nature with the bill for transparency in working.
- 24. The agency must quote their rates including all taxes with GST @18% and EPF, ESIC as applicable.

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.
- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. At least one authorized representative should always be available at site of work to take instructions from departmental officers and ensured proper execution of work.
- 9. The contractor shall have to work as per program of the department. No claim what-so-ever will be entertained on this account.
- 10. 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.
- 11. The work shall be carried out strictly as per CPWD specifications 2007, part I & II with up to date correction slips.
- 12. The contractor shall take approval from the Manager (Electrical) in writing for collection and stacking of materials.
- 13. The contractor must follow CPWD Safety Code as provided in general conditions of contract for CPWD works.
- 14. Any damage done by the contractor or his workmen to any existing work during the course of execut6ion of the work shall be made good by him at his own cost.
- 15. 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.
- 16. 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.
- 17. Electrical material shall be stacked by the contractor at space provided by ITPO of stipulated quantities at his own cost in his own.
- 18. 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.
- 19. The earnest money will not be accepted in the form of the Bank guarantee.
- 20. The agency must quote their rates including all taxes with GST and EPF, ESIC as applicable.
- 21. The Final/Running bill payment will be released after fulfilling the following conditions.
- (i) Submission of GST receipt of the bill submitted for payment along with uploaded ECR copy of EPF & ESIC documents and copy of wages payment to each employee in their bank account engaged by the contractor for ITPO's works .
- (ii) That the agency should submit a separate ECR against ESI & EPF for the individual workers engaged in ITPO work and submit the same with certified copy, bill, and wage sheet.
- (iii) That the agency should disburse the payment to individual contractual workers in their bank account and submit the wage sheet to engineer in charge.
- (iv) Contractual labour Act Registration, if applicable.

FORCE MAJEURE

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

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

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

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

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

Sr.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
successors heirs, executors, representatives and or assignees of the second party (hereinafter called the contractor).
WHEREAS the Authority had, under Notificationdateddated 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