

Name of Work: **“Providing services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi”.**

NIT No. - 167-ITPO(16)E-E/24-25/02

**INDEX**

\*\*\*\*\*

Sl. No	Details	Page No.
1	E-Tender Notice	1
2	Indicative Critical Date sheet	3
3	EMD Payment & Tender cost	4
4	Annexure: II- Instructions for Online Bid Submission	7
5	Annexure: III- TENDER ACCEPTANCE LETTER	9
6	Annexure: IV-.FINANCIAL BID UNDERTAKING	10
7	Integrity Pact	11
8	General Detail of Notice Inviting Tender	12
9	NOTICE INVITING TENDER	17
10	SCHEDULE OF WORK	18
11	General terms and conditions	19
12	ADDITIONAL CONDITIONS	21
15	FORCE MAJEURE	23
16	Minimum wages	23
17	Agreement	24

NIT contains from page no.1-24 of amounting Rs. 13,52,851/- incl. GST @18% hereby put-up for approval please.

M(E)

SM(E)

CE(Projects), ITPO  
Bharat Mandapam, New Delhi



**Annexure: I**  
**INDIA TRADE PROMOTION ORGANISATION**  
**E-TENDER NOTICE**

Online item rate bids are invited through two bid system for "Providing services of computer operator, office assistant and MTS for Project Division- IECC at Bharat Mandapam, New Delhi". from "Specialized agencies" for the following work.

S.N	Name of work	Time for Completion	Estimated Cost(Rs)	Earnest Money(Rs)	Cost of Tender (Rs)
1.	Providing services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi.	365 days	13,52,851/-	27,057/-	590/- including GST @18%

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

**Eligibility Criteria:**

1. The agency/CONTRACTOR should have **PAN, GST, ESI, EPF Registration.**
2. Completion certificate issued by the officer not below the rank of Executive Engineer or equivalent will have to be furnished for govt.works or **Agency work experience certificate from non government /non PSU organizations should submit copy of TDS certificate (tax deduction at source ) along with completion certificate as applicable.**
3. The Agency should not have been blacklisted by any Government of India organization in the past. In all such cases, the tender would be rejected.
4. The agency/company should not have been blacklisted by any government or have any pending government investigation against them either directly or indirectly.
5. **If any bidder quote the rates lower than the minimum wages and other statutory obligation (Minimum wages with PF, ESIC & GST) as laid down by the Govt. of NCT of Delhi or Central Govt. of India in accordance with the minimum Wage Notification issued by the Government of NCT of Delhi or Central Govt. of India (Whichever is higher) will be declared disqualified and the bid of agency will be rejected.**
6. Minimum strength of 10 Computer operator/office assistant/MTS should be on the Pay Roll of the Agency for the year 2023-2024. (The average strength of every month for the year 2023-2024 will be counted).
7. The bidder should have had average annual financial turnover @50% of the estimated cost, i.e. Rs. 6,76,426/- during immediate last three consecutive financial years ending 31<sup>st</sup>March. 2023. (Scanned copy of certificate from CA to be uploaded only).
8. They should have satisfactorily completed the work as mentioned below during the last seven years up to 31.05.2024.
  - i) One similar work costing not less than 80% of estimated amount put to tender i.e (Rs. **10,82,281/-**)  
OR
  - ii) Two similar works each costing not less than 60% of estimated amount put to tender i.e (Rs. **8,11,711/-**)  
OR
  - iii) Three similar works each costing not less than 40% of estimated amount put to tender i.e (Rs.**5,41,140/-**)

Similar work shall mean works of "**Providing various services for office.**"

(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. i) Gross Annual Turnover of last three years ending 31st March 2024 which should be at least 50% of Estimated cost i.e. Rs. 6,76,426/- 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 below 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 (2021-22) Rs.	Financial year (2022-23) Rs.	Financial year (2023-24 ) Rs.
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) **or 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 with UDIN. Certified copies of Solvency or 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 of Rs..... (Rupees). This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

**(Signature) For the Bank**

NOTE :

- 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), a s 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 permit by tender inviting officer, except the mandatory eligibility documents e.g Tender fee, EMD etc.
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](http://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	24/09/2024
Bid Document Download Start Date	24/09/2024
Pre bid meeting Date	----
Bid Submission Start Date	24/09/2024
Bid Submission End Date	01/10/2024 at 3.00PM
Bid Opening Date	01/10/2024 at 3.00 PM

13. 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.

14. 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.

15. Tenderer who has downloaded the tender from the ITPO's web site [www.indiatradefair.com](http://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.

16. Intending tenderers are advised to visit again ITPO website [www.indiatradingfair.com](http://www.indiatradingfair.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.

**List of Documents to be scanned and uploaded within the period of bid submission:**

1. Copy of receipt for deposition of EMD and Tender fee to ITPO.
2. Copy of PAN Card.
3. Copy of GST registration.
4. Copy of ESIC and EPF registration.
5. Certificates of Work Experience as per NIT.
6. Annual Financial Certificate certified by CA as per NIT (Form-A).
7. Solvency Certificate as per NIT (Form-B) or Net worth Certificate as per NIT (Form-C).
8. Any other documents as per NIT.

**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 **Manager (Electrical)** India Trade Promotion Organisation, Room No. 25 , Admin building, Bharat Mandapam, New Delhi - 110001 on or before bid opening date/time as mentioned in critical date sheet. **Tenderer shall likely to be liable to be rejected 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.  
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 services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi.”** as required in NIT.

- **Submission of Tender**

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

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

- **Technical Bid**

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

- Scanned copy of Demand Draft/ RTGS of any scheduled Bank for tender fee and EMD.
- Scanned copy of PAN, EPF, ESIC, GST registration and electrical license.
- 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**).
- Scanned copy of Tender Acceptance Letter & Price Bid undertaking.
- 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.

**Tender evaluation :**

ITPO Tender Evaluation Committee will evaluate the Bid Documents submitted by the Bidders.

- The financial bid of eligible bidders those found in technical bid will be opened and the L1 will be decided on the basis of lowest amount quoted by the eligible in the financial bid.

(If any bidder quote the rates lower than the minimum wages and other statutory obligation (Minimum wages with PF, ESIC & GST) as laid down by the Govt. of NCT of Delhi or Central Govt. of India in accordance with the minimum Wage Notification issued by the Government of NCT of Delhi or Central Govt. of India (Whichever is higher) will be declared disqualified and the bid of agency will be rejected.)

- In case of any two or more agencies emerge as L1 during financial evaluation, the committee will evaluate the companies on parameters for evaluation and highest scoring agency will be awarded the work.
- In the event of emerging two or more L1 agencies and marks on parameter evaluation also remains same of the two or more agencies, in such a situation the issue of work order to one agency or order of preference for the issue of work award is vested with ITPO and shall be final and binding.

<b><u>S.No</u></b>	<b><u>Parameters for Evaluation</u></b>	<b><u>Marks</u></b>	<b><u>Agency Evaluation</u></b>
1	<b>Total years of continuous experience with Govt/PSUs/Reputed Pvt Companies for providing staff for office work</b>		
	a) Two years	2	
	b) 2 year 1 day – 4 Years	3	

	c) More than 4 Years	5	
2	<b>Total numbers of Staff (Certified by CA) at the direct payroll of agency</b>		
	a). 10	2	
	b). 10 – 15	3	
	c). More than 15	5	
3	<b>Average Annual Turnover of Company in Rs (Certified by CA during the Year 2021-2022 , 2022-2023 , &amp; 2023 - 2024).</b>		
	a) UP TO Rs. 6,76,426/-	2	
	b) Rs. 6,76,427/- TO 15 lakh	3	
	c) More than - Rs. 15 lakh	5	
<b><u>TOTAL</u></b>		<b><u>30</u></b>	

The bidders must submit all the relevant documents as mentioned above along with the tender documents i.e “PARAMETERS FOR EVALUATION” so that technical evaluation committee can evaluate the agency as per parameters laid down for evaluation.

**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 maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

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

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

**Date:**

**To,**

\_\_\_\_\_

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No:** \_\_\_\_\_

**Name of Tender / Work: - Providing services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi.**

Dear Sir,

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

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

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

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

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

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

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

**Yours Faithfully,**

**(Signature of the Bidder, with Official Seal)**

**Annexure: IV**

**.FINANCIAL BID UNDERTAKING**

From: (Full name and address of the Bidder)\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To,

\_\_\_\_\_

\_\_\_\_\_

Dear Sir/Madam,

I submit the Price Bid for **“Providing services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi”**.

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

Authorized Signatory  
(Signature of the Authorized Person)

**INTEGRITY PACT**

To,

-----

-----

-----

Sub: NIT No. - - - - -

for the work : **“Providing services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi”.**

Dear Sir,

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

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

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

Yours faithfully,  
(Manager, Electrical))

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

Item rate tenders through e-tendering are invited on behalf of the CMD, ITPO from the specialized agencies dealing in the field of **“Providing services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi”**. in two bid system up to **3.00 PM on 01.10.2024** which will be opened by him (or) his authorized representative at **3.00 PM on 03.10.2024** for the work of **“Providing services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi”**.

1. The work is estimated to cost **Rs. 13,52,851/-**. 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.
5. Tenders shall be accompanied with Earnest money of **Rs. 27,057/- & Tender Fee of Rs. 1,180/-** (demand drafts of a scheduled bank issued in favor of India Trade Promotion Organisation, New Delhi or NEFT/RTGS).
6. The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Three percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs.1, 00,000/-) or Government Securities or Fixed Deposit Receipts in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'F', including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderer at the office of the above mentioned officer. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
7. The competent authority on behalf of the CMD, ITPO does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
8. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing shall be liable to rejection.
9. The competent authority on behalf of CMD, ITPO reserve the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
10. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.
11. The tender for the works shall remain open for acceptance for a period of Seventy five **(75) days** from the date of opening of financial bid ,in case tenders are invited on 2/3 envelope system (strike out as the

case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government, without prejudice to any other right or remedy, be at liberty **to reject the tender** as aforesaid. Further the tenderer not be allowed to participate in the re-tendering process of the work.

12. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor on acceptance of his tender by the Accepting Authority, **within 7days** from the stipulated date of start of the work, sign the contract consisting of:-

- (i) Non Judicial Stamp for **Rs. 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- CPWD, GCC 2020 for maintenance work as amended up to date.

Name of work: **“Providing services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi”.**

(i) Estimated cost of work	<b>Rs. 13,52,851/-</b>
(ii) Earnest money:	<b>Rs. 27,057/-</b>
(iii) Performance Guarantee	5 % of tendered value
(iv) Security Deposit	2.5% of actual work done

#### **General Rules & Directions**

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

#### **Definitions**

2(v) Engineer-in-Charge	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.	15%
2(xi) Standard Schedule of Rates	market rates
2(xii) Department	ITPO (Electrical Engg.)

**Clause 1**

(i) Time allowed for submission of Performance Guarantee  
From the date of issue of letter of acceptance 7 days

(ii) Maximum allowable extension beyond the period

(Provided in i) above 4 days

**Clause 2**

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

**Clause 2A**

Whether clause 2A shall applicable No

**Clause 5**

Number of days from the date of issue of letter

Acceptance for reckoning date of start 7 days

Mile stone(s) as per table given below:

**Table of Mile Stone(s)**

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

Time allowed for execution of work 365 days

**Clause 6 ----- Applicable**

**Clause 7**

Gross work to be done together with net payment/adjustment payment or advance for material collected, if any since the last such for being eligible to interim payment 1 lakh

**Clause 10A**

List of testing equipment to be provided by the contractor at site lab **As per the requirement of engineer in charge at site.**

**Clause 10 B (ii)**

Whether Clauses 10 B (ii) shall be applicable No

**Clause 10CA**

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

\_\_\_\_NA\_\_\_\_

**Clause 10CC**

Clause 10CC to be applicable in contracts with stipulated period of Completion exceeding the period show in text column 18 months

**Clause 11**

Specification to be followed for execution of work CPWD General Specification for Electrical Works 2003, Part III – Lift and escalators with Up-to-date correction slips.

**Clause 12**

Deviation limit beyond which clauses 12.2 & 12.3 100%

Clause 16

Competent Authority for deciding reduced rates. GM (W)

Clause 18

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

**Clause 36** N/A

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

#### RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

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



# INDIA TRADE PROMOTION ORGANISATION

(Engineering Division)

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

S.No.	FOR	READ
1.	Govt. of India	India Trade Promotion Organisation (A Govt. of India Undertaking)
2.	CPWD of Government	India Trade Promotion Organisation
3.	CPWD – 7/8/9	ITPO – 7/8
4.	President/President of India	CMD, ITPO
5.	Chief – Engineer	General Manager (Works)
6.	Superintending Engineer	Deputy. General Manager (Elect.) / Sr. Manager (elect.)
7.	Engineer-in-charge/ Divisional Engineer/ Executive Engineer/ Divisional Office	Manager (Elect.)
8.	Sub-Divisional Officer/Asstt. Engineer	Deputy Manager (Elect.)
9.	C.T.E.	General Manager (Works)
10.	Admn. Head	C.M.D./General Manager
11.	Ministry of Works & Housing	ITPO/Ministry of Commerce
12.	CPWD Code, Paragraph'90	Shall be applicable to ITPO works.
13.	DSR-2022	Shall be applicable to ITPO works.
14.	CPWD specifications	Shall be applicable to ITPO works.
15.	DSR(Internal) 2022 for Electrical works.	Shall be applicable to ITPO works.
16.	CPWD specifications (Internal) 2005 Electrical works	Shall be applicable to ITPO works.
17.	DSR External 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.

MANAGER (Elect.)

**INDIA TRADE PROMOTION ORGANISATION**  
**Electrical Division**

No.167-ITPO(16)E-E/24-25/02

Dated: 24.09.2024

**NOTICE INVITING TENDER**

**Manager, Electrical** India Trade Promotion Organisation, Pragati Maidan, New Delhi on behalf of CMD, ITPO invites **Item rate tender** for the following work from the Specialized agencies dealing in the field of **“Providing services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi”**.

in two bid system **through online e-tendering. Manual/offline bids shall not be accepted.** The details of which briefly described are hereunder:

S.N	Name of work	Time for Completion	Estimated Cost(Rs)	Earnest Money(Rs)	Cost of Tender (Rs)
1.	<b>“Providing services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi”</b> .	365 days	13,52,851/-	27,057/-	590/- i/c GST

The bids can be submitted on line up to 01/10/2024 up to 03.00 PM with date of opening at 3.00 PM on 03/10/2024. For further details including eligibility, downloadable form of tender documents etc. please refer website [www.indiatradefair.com](http://www.indiatradefair.com), [www.gem.gov.in](http://www.gem.gov.in) (For Reference) & [www.eprocure.gov.in](http://www.eprocure.gov.in) (for e-tendering)

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

**India Trade Promotion Organisation**  
**(Electrical Unit)**  
**SCHEDULE OF WORK**

**Name of work: "Providing services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi".**

Sl. No.	Description of Item	Qty.	Rate (Rs.)	Unit	Amount (Rs.)
1.	Providing services of 1 No. Graduate Computer operator having experience for Data entry in computer carrying out day to day official works in the office of the Project Division-IECC i.e. NIT, Acceptance Letter, award Letter, Floating of the Tender, Details Estimates, Technical Sanctions, Justifications & all other Technical & Administrative works as directed by Engineer-in-charge, entire e-Tendering Process etc. Complete as per direction of Engineer-in-charge on all working days, Timing: office hours.	12		Months	
2.	Providing services of 1 No. Graduate Office Assistant in the office of Electrical Division-IECC to deliver day to day official works as per direction of Engineer-in-charge during office hours on all working days, Timing: office hours.	12		Months	
3.	Providing services of 1 No. MTs for carrying out day to day official works of Peon in the office of the Project Division-IECC as per direction of Engineer-in-charge on all working days, Timing: office hours.	12		Months	
	Total				

SA (Elect.)

Manager (Electrical.)

### **GENERAL TERMS & CONDITIONS**

1. **“Providing services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi”.**
2. The contractors are advised to get acquainted with the proposed work and its site and also study the Architectural Drawings, specifications and special conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions and ignorance of specifications and special conditions.
3. All Electrical works shall be carried out as per CPWD specification Part-I (Internal) – 2013, CPWD specification Part-II (External) – 1995, Indian Electricity Rules – 1995 as amended till date of receipt of tenders. For items which are not covered under CPWD specifications, the special conditions / BIS specifications shall apply. In this regard the decision of Engineer-in-Charge shall be final.
4. The contractor or his representative shall be available at site on every visit of officer-in-charge as well as visit of senior officers.
5. The contractor shall have to carry out the work other than day to day maintenance according to program given by the Executive Engineer / Assistant Engineer / Junior Engineer-in-charge. The contractor shall not carry out any work in any building without permission of Engineer-in-charge or his authorized representatives. The contractor shall have to adhere to this program failing which he shall be wholly responsible for any inconvenience caused to the occupants. No claim for idle labour on any account shall be entertained. The contractor shall depute his representative daily to the site of work. His name and Signature shall be attested by the contractor for record in the department.
6. The room/floor and its portions where the work to be executed on any day shall be got approved from the representative of the Engineer-in-charge at the site of work. No work shall be carried out in any area without the approval of the representative of the Engineer-in-charge. If any work carried out without the approval the same shall be rejected and shall not be measured for payments.
7. Other agencies may also be simultaneously executing some other work entrusted to them by the Engineer-in-charge and the Contractor shall offer necessary co-operation wherever required to these agencies so as not to interfere with or hinder the progress or completion of the work being performed by other Contractor (s). He shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other Contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of Engineer-in-charge.
8. All taxes applicable at prevalent rates shall have to be paid by the contractor himself and the rates quoted by him shall include these taxes and nothing extra on this account shall be payable.
9. Any damage done by the contractor to any existing work during the course of execution of the work shall be made good by him at his own cost.
10. Statutory applicable recoveries such as on account of GST, Income tax, Surcharge, Construction Worker's Welfare Cess etc. as applicable from time to time shall be made from the gross amount of Running A/c Bill and Final Bill of the contractor.
11. The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards / signage, warning boards, red flags, red lights and providing necessary barriers / barricading of the construction area and all other measures required from time to time. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work by storing materials on the road.
12. The contractor shall be fully responsible for the safe custody of the material issued or brought by him to site for doing the work.
13. If due to exigency of work, the work is required to be carried out in more than one shift or during night then Contractor will be bound to execute the work accordingly and arrange the T & P and labour etc. No extra claim on this account shall be entertained.
14. The rate for all items of work shall, unless otherwise clearly specified, include cost of all labour, material and other inputs involved in the execution of the items.
15. The order of preference in case of any discrepancy may be read as the following.

- a)Description of Schedule of quantities.
- b)Particular Specifications, Additional Conditions and Special Conditions, if any.
- c)CPWD Specifications with up to date correction slips.
- d) Indian Standard Specifications / BIS.

16. Any reference made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
17. The contractor will not have any claim in case of any delay by the Engineer-in-Charge vacation of area or room by user etc., if any which may come in the way of the work. However, suitable extension of time can be granted to cover such delay.
18. No area shall be provided to any of the staff engaged by the contractor for staying in the campus.
19. The contractor shall comply with proper and legal orders and directions of the local or public authority or Municipality and abide by their rules and regulations and pay all fees and charges which he may be liable.
20. The Contractor shall give due notices to Municipality, Police and/ or other authorities that may be required under the law/ rules under force and obtain all requisite licenses for temporary obstructions/ enclosures and pay all charges which may be leviable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.
21. The work shall be carried out in a manner complying in all respects with the requirements of relevant bye laws of the local bodies, labour laws, minimum wages act, workmen compensation act and other statutory laws enacted by Central Govt. as well as State Govt.
22. The contractor shall depute Engineers for Electrical Works as per the provision mentioned in schedule F.
23. The agency shall submit the credential of proposed staff having experience in lift operation & shall be taken on roll only after approval of Engineer-in-charge. The attendance shall be accepted through face recognition type Biometric Attendance System only. In case of any failure of the bio metric machine the manual attendance will be accepted.
24. Any other inventory added during the contract period to building and its other area mentioned shall also be maintained within the scope of work without any extra cost.
25. Respective Standard trade practice and as per direction of Engineer-in-Charge. The result of such tests will be recorded in proforma as decided by the Engineer-in- Charge.
26. The Contractor shall submit measurement of work section wise to each Sr. Assistant (Electrical).
27. Site is located in sensitive and high security & VVIP area, where movement and routes are restricted. The Contractor shall have to apply for passes well in advance for carrying out the work. No claim whatsoever shall be entertained for any loss on this account. Some restrictions may be imposed by the Security staff/ Delhi police on the working and for movement of labour, materials etc.
28. The Contractor shall be bound to follow all such restrictions / instructions and nothing extra shall be payable on this account.
29. The contractor or his representative is bound to sign the site order book as and when required by the Engineer-in-Charge and to comply with the remarks therein.
30. The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to occupant Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants / users of adjoining area.

Manager(Elect)  
New Delhi

### **ADDITIONAL CONDITIONS**

1. The Scope of work involves “**Providing services of computer operator, office assistant and MTS for Project Division-IECC at Bharat Mandapam, New Delhi**”. attached.

2. Deployment of Staff:-

Following minimum staff shall be deployed for the work as per details below:-

Item No.	Detail of staff	Quantity	Qualification	Duty Period
1	Computer Operator	1 Nos.	Graduate having experience for Data entry in computer carrying out day to day official works.	8 Hours Shift (on all days except weekly rest).
2	Office Assistant	1 Nos.	Graduate	8 Hours Shift (on all days except weekly rest).
3	MTS	1 Nos.	Tenth Pass	8 Hours Shift (on all days except weekly rest).
Note:-However, duty timing of the staff shall be decided by M (E)/ in- charge as per requirement at office which shall be final and binding to firm.				

3. In the event of non availability of required staff, recovery at the following rate shall be made.  
i) Computer operator - Rs.1800/- Per Computer operator per shift  
ii) office Assistant – Rs. 1800/- per office Assistant per shift.  
iii) MTS– Rs. 1500/- per MTS per shift.
4. Duty roaster of the staffs shall be decided /fixed by the department. The weekly off to the staff shall be given as per the duty roaster. If any staff absent from duty, recovery shall be made from contractor bill.
5. Statutory guidelines of Minimum Wages ,ESIC, EPF should be strictly followed .
6. The agency shall submit the credential of proposed staff having experience in lift operation & shall be taken on roll only after approval of Engineer-in-charge. The attendance shall be accepted through face recognition type Biometric Attendance System only. In case of any failure of the bio metric machine the manual attendance will be accepted.
7. The staff to be deployed for the work shall be agency's employees for all purposes and the agency shall be responsible for payment of their wages and all fringe benefits. The staff shall not have any claim of any sort on the department at any time and cannot claim to be the department employee at any stage & shall have no right of job in the department.
8. The persons engaged by the firms would have to abide by all security norms laid by ITPO and Permanent address and identity proof of the worker shall be given in advance to the M (E) /Engineer-in-charge for entry pass. Police verification of staff shall also be submitted by the agency in advance.
9. T & P should be arranged by the firm. Nothing extra shall be paid on this account.
10. Any damage done to the building equipments or any other connected material by the firm's staff shall have to be made good by the contractor free of cost. In the event of failure to do so, the same shall be got rectified by the department through some other agency at his risk & cost.
11. The staff shall be available at his duty point as per the locations assigned to them by SA(E)/ M(E)/or Engineer- in- Charge of work.
12. The area of work falls in high security zone Extension building of Bharat Mandapam. In the event of any restrictions being imposed by the security staff, traffic or any other authority having control of the security, in such events the contractor shall strictly follow all such restrictions or instructions issued regarding the same and nothing extra shall be paid to the contractor on account of such restrictions or instructions.
13. The firm is advised to visit the site before quoting and get acquainted with the schedule of work and location.
14. All the staff deployed by the firm shall report for duty in proper formal attire.
15. Theft of any accessories from work place / equipments shall responsibility & such damages shall have to be made good by the firm at his cost.
16. The staff to be deployed for the work shall be interviewed if required by the Engineer-in-charge or his authorized representative. Only those staff shall be issued duty passes who are considered suitable & competent for the work according to their qualification mentioned in the scope of work for respective E&M services. Any of the staff not considered suitable at any stage in any way shall have to be removed from the site immediately.
17. The staff to be deployed should be well behaved, polite & mannerly as the services meant to serve VVIPs & dignitaries.
18. 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.

19. 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.
20. The contractor shall have to work as per program of the department. No claim what-so-ever will be entertained on this account.
21. 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.
22. The work shall be carried out strictly as per CPWD specifications 2007, part I & II with up to date correction slips.
23. The contractor shall take approval from the Manager (Electrical) in writing for collection and stacking of materials.
24. The contractor must follow CPWD Safety Code as provided in general conditions of contract for CPWD works.
25. 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.
26. 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.
27. Electrical material shall be stacked by the contractor at space provided by ITPO of stipulated quantities at his own cost in his own.
28. 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.
29. The earnest money will not be accepted in the form of the Bank guarantee.
30. The agency must **quote their rates including all taxes with GST and EPF, ESIC as applicable.**
31. The Final/Running bill payment will be released after fulfilling the following conditions.
32. 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.
33. The agency should provide staff as per above mentioned table (point 2.) during working days for 8 hours excluding public holidays and Sundays.
  - (i) 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.
  - (ii) That the agency should disburse the payment to individual contractual workers in their bank account and submit the wage sheet to engineer in charge.
  - (iii) 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.

"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.

### **Minimum Wages**

Description	Unit	Rate (Rs.)
MTS	1 day	778.00
Computer operator,Office Assistant	1 day	1028.00

### **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.

**Manager (Elect.)**



### AGREEMENT

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

WHEREAS the Authority had, under Notification .....dated ..... invited tenders for the work of .....

WHEREAS the contractor has submitted tender for carrying out the .....as 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