

Name of Work: **Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, New Delhi**
NIT No. - **No.167-ITPO(16)E-E/23-24/10**

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	6
5	Annexure: III- TENDER ACCEPTANCE LETTER	8
6	Annexure: IV-.FINANCIAL BID UNDERTAKING	9
7	Integrity Pact	10
8	General Detail of Notice Inviting Tender	11
9	NOTICE INVITING TENDER	17
10	ADDITIONAL TERMS & CONDITIONS OF CONTRACT	18
11	SCHEDULE OF WORK	24
12	FORCE MAJEURE	26
13	Agreement Format	27

NIT contains from page no.1-27 of amounting 1,12,37,136/- incl. GST @18% hereby approved.

M(E)NF

SM(E)

GM(Works)

ED (Project), ITPO
Pragati Maidan, New Delhi



Annexure: I
INDIA TRADE PROMOTION ORGANISATION
E-TENDER NOTICE

Online item rate bids are invited through two bid system for “**Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, 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.	Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, New Delhi	30 days	1,12,37,136/-	2,24,743/-	1180/- i/c GST

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

Eligibility Criteria:

1. The agency/CONTRACTOR should have **PAN, GST, ESI and 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 involved in any kind of litigation, legal cases or ever been blacklisted by any government or private agency or have any pending government investigation against them either directly or indirectly.
5. The bidder should have had average annual financial turnover @50% of the estimated cost, i.e. Rs. 1,73,62,818/- during immediate last three consecutive financial years ending 31st March, 2022. In which year no turnover shown then the average turnover of submitted financial years shall be taken into account for this criteria (Scanned copy of certificate from CA to be uploaded only).
6. The Bidder should have satisfactorily completed the work as mentioned below during the last seven years ending previous day of last date of submission of bid.
 - i) One similar work costing not less than 80% of estimated amount put to tender i.e. **(Rs. 89,89,709.00)**
OR
 - ii) Two similar works each costing not less than 60% of estimated amount put to tender i.e. **(Rs. 67,42,282.00)**
OR
 - iii) Three similar works each costing not less than 40% of estimated amount put to tender i.e. **(Rs. 44,94,854.00)**

Similar work shall mean works of “**Supply, Installation, Testing and Commissioning of HVAC system**”.

(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.)

- i) Gross Annual Turnover of last three years ending 31st March 2022. 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 (2019-20) Rs.	Financial year (2020-21) Rs.	Financial year (2021-22) 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) and net worth certificate equal to 10% of the estimate cost put to tender (on the format prescribed in form- C) issued by the certified Chartered Accountant with UDIN. Certified copies of Solvency and net worth certificate should be uploaded on portal at the time of submission of bid. (The Related further details if required may be asked from the contractor after opening of eligibility bids. There is no need to upload entire voluminous balance sheet.)

FORM-B
SOLVENCY CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s/Sh. having marginally noted address, Customer of our bank are/is respectable and can be treated as good for any engagement up to a limit 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), as on (the relevant date) is Rs. after considering all liabilities. It is further certified that the Net worth of the company has not eroded by more than 30% in the last five years ending on (the relevant date)."

Signature of Chartered Accountant

Name of Chartered Accountant:
Membership No. of ICAI:
Date and Seal:

7. It is mandatory to upload scanned copies of all above documents if these documents are not uploaded, then bid will become invalid and shall summarily be rejected.
8. The bidder can submit shortfall documents in online/offline 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 (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	13/09/2023
Bid Document Download Start Date	14/09/2023
Pre bid meeting Date	----
Bid Submission Start Date	14/09/2023
Bid Submission End Date	21/09/2023 at 3.00PM
Bid Opening Date	22/09/2023 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 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.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.

List of Mandatory 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 documents in respect of cost of tender document and EMD must be delivered to the **Sr.Manager (Electrical)** India Trade Promotion Organisation, Room No. 35,Admin building 3rd Floor, Pragati Maidan, in case payment is made by DD, on or before last date/time of submission of bid as mentioned in critical date sheet. **Tenderer shall likely to be liable to be rejected for non-submission of original payment documents mentioned as above, 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. **“Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, 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):

- i) Scanned copy of Demand Draft/ RTGS of any scheduled Bank for tender fee and EMD.
- ii) Scanned copy of PAN, EPF, ESIC and 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.
- vi) The bidder should also submit confirmation on OEM letter head from all the major OEMs whose product being quoted in the bid that the products quoted are currently in production and not obsolete product.
- vii) Any other documents as per NIT.

Financial Bid

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

Annexure: II
Instructions for Online Bid Submission:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These

documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

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

ASSISTANCE TO BIDDERS

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

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

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: - Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, New Delhi

Dear Sir,

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

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

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

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

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

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

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure: IV

FINANCIAL BID UNDERTAKING

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

To,

Dear Sir/Madam,

I submit the Price Bid for **“Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, New Delhi”**

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

Authorized Signatory
(Signature of the Authorized Person)

INTEGRITY PACT

To,

Sub: NIT No. - - - - -

for the work **Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, New Delhi**

Dear Sir,

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

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

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

Yours faithfully,

(Sr. 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 **“Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, New Delhi”** in two bid system up to **3.00 PM on 21.09.2023** which will be opened by him (or) his authorized representative at **3.00 PM on 22.09.2023** for the work of **“Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, New Delhi”**.

1. The work is estimated to cost **Rs.1,12,37,136/-**. 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 30 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. 224743/- & Tender Fee of Rs. 1180/-** (demand drafts of a scheduled bank issued in favour of India Trade Promotion Organization, New Delhi or NEFT/RTGS).
6. The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount within the period specified in Schedule F. This guarantee shall be in the form of 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 or 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 construction 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 construction work as amended up to date.

Name of work: **“Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, New Delhi”.**

(i) Estimated cost of work	Rs. 1,12,37,136/-
(ii) Earnest money:	Rs. 2,24,743/-
(iii) Performance Guarantee	5 % 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.	15%
2(xi) Standard Schedule of Rates	Market rates
2(xii) Department	ITPO (Electrical Engg.)
9(ii) Standard CPWD contract Form	CPWD form 7/8 as modified & corrected up to date

Clause 1

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

(Provided in i) above 4 days

Clause 2

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

Clause 2A

Whether clause 2A shall applicable No

Clause 5

Number of days from the date of issue of letter
Acceptance for reckoning date of start 7 days

Mile stone(s) as per table given below:

Table of Mile Stone(s)

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

Time allowed for execution of work 30 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 50Lakhs

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 with Up-to-date correction slips and as per OEM/NIT specifications.

Clause 12

Deviation limit beyond which clauses 12.2 & 12.3 No Limit

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

S.N.	Minimum qualification of Technical Representative	Discipline	Designation (Principal Technical/Technical representative)	Minimum experience	Number	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)
	Graduate/Diploma in Egg	Software/ Hardware Engineer	Technical	2 or 5 Years Respectively	2 No.	15000/-per month per 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 Tender not more than Rs. 5 Lakhs | N/A |
| For works with estimated cost put to tender More than 5 Lakhs | N/A |
| b) Bitumen for all works | N/A |
| c) Steel Reinforcement and structural steel Sections for each diameter, section and category | N/A |
| d) All other materials | Nil |

RECOVERY RATES FOR QUANTITIES BEYOND PERMISSIBLE VARIATION

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

INDIA TRADE PROMOTION ORGANISATION

(Engineering Division)

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

S.No.	FOR	READ
1.	Govt. of India	India Trade Promotion Organisation (A Govt. of India Undertaking)
2.	CPWD of Government	India Trade Promotion Organisation
3.	CPWD – 7/8/9	ITPO – 7/8
4.	President/President of India	CMD, ITPO
5.	Chief – Engineer	General Manager (Works)
6.	Superintending Engineer	Deputy. General Manager (Elect.) / 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) 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, 1947 Minimum wages Act, 1948 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.167-ITPO(16)E-E/23-24/10

Dated: 13.09.2023

NOTICE INVITING TENDER

Senior 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 “**Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, 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.	Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, New Delhi	30 days	1,12,37,136/-	2,24,743/-	1180/- i/c GST

The bids can be submitted on line up to **21/09/2023** up to **03.00 PM** with date of opening at **3.00 PM on 22/09/2023**. 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 e-tendering)

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

ADDITIONAL TERMS & CONDITIONS OF CONTRACT

GENERAL

The work “Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, New Delhi.”

The department shall be at full liberty to get the installation inspected by the third party and the contractor shall have to make all modifications in the designing and installations as communicated to it by the department inter-alia advised by the third party.

The work shall be executed as per CPWD General Specifications for Electrical Works Part – I, II & IV, as amended upto date, relevant I.E. Rules, BIS/IEC and as per directions of Engineer-in-charge. These additional specifications/ conditions are to be read in conjunction with above and in case of variations; specifications given in these Additional conditions shall apply. However, nothing extra shall be paid on account of these additional specifications and conditions, as the same are to be read along with schedule of quantities for the work. In any case the presidency of the documents shall be as per the following sequence:-

BOQ specifications \Rightarrow List of Approved Makes \Rightarrow Various IS/ IEC Codes \Rightarrow Technical Specification \Rightarrow CPWD General

The tenderer should, in its own interest, visit the site and get familiarized with the site conditions before tendering.

No T & P shall be issued by the Department and nothing extra shall be paid on account of this.

Type of Contract: The work to be awarded by this tender shall be treated as indivisible works contract.

COMMERCIAL CONDITIONS

Submission and opening of tender

The tenderer shall be required to submit the tender through e-tendering CPPP portal. As no deviation from the tender specification shall be permitted, the firms shall quote their rates according to the tender documents without any deviation. The tender documents shall be available on the website www.eprocure.gov.in and the firms shall tender their rates as per the instruction on the site itself.

The tenderer will have to fill up their rates only in the Schedule of Work in the e-tendering put up on the website by the department. Tenders in whom the price bids are given in any other format are liable to be rejected. The abstract of cost will be required to be filled in.

In the tender bid, there shall be no conditions, whatsoever. In case any tenderer mentions any condition including conditional rebates in their price bid the tender shall be rejected forth with.

A tenderer will also not be allowed to withdraw or modify any condition and/ or rates after the opening of bids.

The department reserves the right to reject any or all the price bids and call for fresh prices/tenders as the case may be without assigning any reason.

TERMS OF PAYMENTS

The following percentage of contract rates for the various items included in the contract shall be payable against the stage of work shown herein.

- 70% of the contract value, of the sub work, on initial inspection and delivery of materials at site, in good condition, on pro-rata basis.
- 20% on completion of installation of the equipments and accessories pro-rata basis.
- 10% on completion of testing, commissioning and handing over to the department.

SECURITY DEPOSIT

(a) The security deposit shall be collected by deductions from the running bills of the contractor at the rate mentioned below. The security deposit can also be accepted in cash or in the form of Government Securities, Fixed Deposit Receipts etc.

(b) A sum @ 2.5% of the gross amount of the bill shall be deducted from each running as well as final bill of the contractor. Such deductions shall be made unless the contractor has

deposited the amount of security at the rate mentioned in cash or Government securities or Fixed Deposit Receipts. This is in addition to the performance guarantee that the contractor is required to deposit as per Clause .

(c) Security deposit can be released against Bank Guarantee issued by a scheduled bank in the specified format for the full value of the security deposit. The Bank Guarantee shall be kept valid till the expiry of the above guarantee/ maintenance period. The security deposit shall be released after

successful completion of the twelve months from the date of completion/commissioning or handing over whichever is later.

PERFORMANCE GUARANTEE

The successful tenderer shall submit an irrevocable **performance guarantee of 5%** of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement within 7 days of issued of letter of acceptance of tender. This guarantee shall be in the form of Demand draft/Pay order or irrevocable bank guarantee bond of any scheduled bank or the State Bank of India in the specified format or in the form of Government security, fixed deposit receipt pledged in favour of ITPO, Pragati Maidan New Delhi or as specified in the letter of acceptance of tender. The performance guarantee shall be initially valid up to the stipulated date of completion plus 180 days beyond. This bank guarantee shall be kept valid till therecording of completion certificate for the work by the competent authority.

Income tax, GST, Labour Cess & other statutory deductions etc. shall be made at source as per the prevalent laws of the Govt. Of India and the Govt. of Delhi. The deductions of Security Deposit, Income-Tax etc. shall be done after calculation of the above due payments as per clause and net payment shall be reduced accordingly.

However, in case of contracts involving maintenance of building and services/ any other work beyond defect liability period, 2.5% of Performance Guarantee shall be retained as Security Deposit. The same shall be returned year wise proportionately. The validity period of Performance Guarantee shallbe extended accordingly.

4 RATES

The rates quoted by the tenderer, shall be firm and inclusive of all taxes including, GST etc. and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site including temporary construction of storage, risks, over head charges, general liabilities/obligations.

5 COMPLETENESS OF TENDER

The work is to be executed in the Hall Number 2-5, ITPO New Delhi, where the entry is restricted. It shall therefore be mandatory for the contractor to get proper verification of the work force employed for thework. Proper identification documents shall be submitted, as desired, with the engineer-in-charge or its authorized representative.

6 STORAGE AND CUSTODY OF MATERIALS

At present no storage facility is available at site that may be used for storage of sundry materials and erection equipments. The contractor has to make its own arrangements. No separate storageaccommodation shall be provided by the department. Watch and ward of the stores and their safe custody shall be the responsibility of the contractor till the final taking over of the installation by the department.

7 CARE OF THE BUILDING AND OTHER STRUCTURES/ INSTALLATIONS

Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building and its surrounding roads, pavements, horticulture work, boundary wall, sewer and water lines etc. He shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost allunwanted and waste materials arising out of the installation from the site of work. All dismantled material received from site shall be returned to the Senior Assitant (E) at his stores at site.

8 SAFETY CODE & LABOUR REGULATIONS

In respect of all labour employed directly or indirectly on the work for the performance of contractor's part of the work, the contractor at his own cost will arrange for the safety provisions as per the statutory provision, BIS recommendations, CPWD code, general conditions of contract and instructions issued from time to time. In case of default the Engineer-in-Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost from the contractor.

9 TOOLS, PLANT AND MACHINERY

The ITPO shall not provide any tools and plant & machinery. The contractor shall provide all tools, plant and machinery required for execution of work. The contractor shall include its cost in appropriate items of work.

10 COMPLETION PERIOD

The completion period indicated in the tender documents is for the entire work of planning, designing, approval of drawings etc., arrangement of materials & equipments, delivery at site including transportation, installation, testing, commissioning and handing over of the entire system to the satisfaction of the Engineer-in-charge.

11 GUARANTEE

The installation will be handed over to the department after necessary testing and commissioning. The equipments or components, or any part thereof, so found defective during guarantee period shall be forthwith rectified/ repaired or replaced free of cost, to the satisfaction of the Engineer-in-Charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of the Engineer-in-charge in this regard shall be final & binding on the contractor. The Guarantee period of Air Curtains should be 1 year from date of handover to ITPO.

The tender shall guarantee among other things, the following:

- (a) Quality, strength and performance of the materials used as per manufacturers standards.
- (b) Safe mechanical and electrical stress on all parts under all specified conditions of operation.

12 POWER SUPPLY/ WATER SUPPLY

No electric supply or water supply shall be provided for execution of work. Contractor shall have to arrange the same without additional cost.

13 ACCEPTABLE MAKES OF VARIOUS EQUIPMENTS

The acceptable makes of various equipments/components/accessories have been indicated in "List of Approved Makes". The tenderer shall work out the cost of the offer on this basis. Alternate makes are not acceptable. All items for which the makes are not mentioned in the tender shall be got approved from the engineer in charge before procurement as otherwise the same will be rejected outright.

14 EXTENT OF WORK

The work shall be carried out as per CPWD general specifications as amended upto date and as per direction of Engineer-in-charge.

The tenderer should, in his own interest, visit the site and familiarize himself with the site conditions before tendering. For any clarification, tenderer may discuss with the Engineer-in-charge.

The rates quoted by the firm shall be inclusive of all applicable taxes & duties, nothing extra shall be paid by the department.

All the material brought at site shall have to be got approved from the Engineer-in-charge before use at site.

No T&P shall be issued by the department.

Any damage done to the existing structure shall be restored to its original shape & colour by the contractor for which nothing extra shall be paid.

The contractor shall make arrangement to carry out the work after normal office working

hours, nothing extra shall be paid on account of idle labour.

The contractor shall be fully responsible for employment of labour, their character, providing uniform and making them timely payments of minimum wages in accordance with minimum wages act as applicable from time to time. All wages shall have to be paid directly by the contractor through bank or ECS or online transfer to the bank account of labour.

The work shall be carried out in close co-ordination with other agencies like Civil wing of this department.

All the debries etc. shall be removed from the site of work daily.

Electricity & water shall be supplied by the department free of cost for bonafied use at one point and further arrangement shall be made by the contractor.

15 INSPECTION AND TESTING

All major equipments shall be offered for initial inspection by the engineer-in-charge or officer authorized by him at manufacturer's works in India. The department may or may not inspect the material at its discretion. The contractor will intimate the date of testing of equipments at the manufacturer's works before dispatch. Contractor shall make all arrangements for inspection of material at works. The department reserves the right to get the equipment inspected by third party inspection also. Such inspection shall be of following categories:

- (a) Inspection of materials/ equipments to be witnessed at the manufacturer's premises/ at its authorized works in India, in accordance with relevant BIS/ Agreement Inspection Procedure.
- (b) To receive material at site with manufacturer's Routine & Type Test certificates.
- (c) To inspect material at the authorized dealer's go-down to ensure delivery of genuine material at site.
- (d) To receive material after physical inspection at site.

Adequate care to ensure that only tested and genuine materials of proper quality are used in work shall be ensured by firm. The firm shall ensure that:

- (a) Material will be ordered and delivered at site only with the prior approval of the department. The contractor shall, however, be responsible for timely delivery of material.
- (b) As and when the order is placed for the items, it shall be endorsed to the engineer-in-charge alongwith details of Agency, model no. and other delivery details.
- (c) The firm will be required to procure material like all type of accessories etc. directly from the manufacturer's/ dealers authorized by the manufacturer's to ensure genuineness & quality. A sample of all items shall, however, be got approved from the engineer-in-charge, before placement of order.
- (d) Inspection at factory or at go-down in India, as required, shall be arranged by the firm for a mutually agreed date.
- (e) Delivery of material shall be taken up only with the consent of department, after clearance of the material. Material shall generally be transported under proper insurance to avert any consequent delay due to damage/ loss during transit. Department shall be at liberty to inspect all documents to taxes/ duties clearances, insurance etc. at its own discretion.
- (f) Department, however, reserves the right to waive inspection in lieu of suitable test certificates, at its discretion.

16 DISPATCH OF MATERIAL

The contractor shall dispatch all the materials to the site in coordination with the execution of the civil work and in consultation with the Engineer-in-Charge so that the materials are not laying at site morethan one month in advance of the stage where the materials are to be taken up for the installation.

17 VALIDITY

The bid shall remain valid for 70 days from the date of opening of Price Bid.

18 **COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS**

All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by this specification.

In particular, the equipment and installation will comply with the following:

- (i) Factories Act.
- (ii) Indian Electricity Rules.
- (iii) B.I.S. & other standards as applicable.
- (iv) Workmen's compensation Act.
- (v) Statutory norms prescribed by local bodies like CEA, Power Supply Co., etc.

Nothing in this specification shall be construed to relieve the successful tenderer of his responsibility for the design, manufacture and installation of the equipment with all accessories in accordance with currently applicable statutory regulations and safety codes.

Successful tenderer shall arrange for compliance with statutory provisions of safety regulations and departmental requirements of safety codes in respect of labour employed on the work by the tenderer. Failure to provide such safety requirement would make the tenderer liable for penalty of Rs 5000/- (Rs Five Thousand only) for each default. In addition, the department will be at liberty to make arrangement for the safety requirements at the cost of tenderer and recover the cost thereof from him.

19 **INDEMNITY**

The successful tenderer shall at all times indemnify the department, consequent on this works contract. The successful tenderer shall be liable, in accordance with the Indian law and regulations for any accident occurring due to any cause and the contractor shall be responsible for any accident or damage incurred or claims arising there from during the period of erection, construction and putting into operation the equipments and ancillary equipment under the supervision of the successful tenderer in so far as the latter is responsible. Though not mandatory under the terms of these documents, the successful tenderer is advised to take insurance including third party insurance for the men and material, as he may be necessary, to cover the risk in his own interest. No extra payment would be made to the successful tenderer on account of the above.

20 **ERECTION TOOLS**

No tools and tackles either for unloading or for shifting the equipments for erection purposes would be made available by the department. The successful tenderer shall make its own arrangement for all these facilities.

21 **COOPERATION WITH OTHER AGENCIES**

The successful contractor shall coordinate the work with other contractor(s)/ agencies engaged in the other construction/maintenance of building and its installations, if any, and exchange freely all technical information so as to make the execution of this work/contract smooth. No remuneration should be claimed from the department for such technical cooperation. If any unreasonable hindrance is caused to other agencies and any completed portion of the work has to be dismantled and re-done for want of cooperation and coordination by the tenderer during the course of work, such expenditure incurred will be recovered from the successful tenderer if the restoration work to the original condition or specification of the dismantled portion of the work was not undertaken by the tenderer himself.

The work shall be carried out with least disturbance during shifting & shut down taken in consultation with the client department.

22 **MOBILIZATION ADVANCE**

Mobilization advance is not admissible as per the "General Conditions of Contract".

23 **INSURANCE AND STORAGE**

The contractor may get all consignments duly insured upto the destination from warehouse in its own interest and at his cost. The insurance covers may be valid till the equipment is handed over duly installed, tested and commissioned. All defective and deformed material shall be rejected outright.

24 VERIFICATION OF CORRECTNESS OF EQUIPMENT AT DESTINATION

The contractor shall have to produce all the relevant records to certify that the genuine equipments from the manufacturers has been supplied from origin of manufacturer.

25 TRAINING

The scope of works includes the on job technical awareness training of one persons of department at site. Nothing extra shall be payable on this account.

26 INTERPRETING SPECIFICATIONS

In interpreting the specifications, the following order of decreasing importance shall be followed in case of contradictions:

- (a) Schedule of quantities
- (b) Technical specifications
- (c) Drawing (If any)
- (d) Additional conditions of the contract
- (e) General conditions of the contract
- (f) Relevant BIS or other international code in case BIS code is not available.

LISTS OF APPROVED MAKES

S.N.	DESCRIPTION OF ITEM	MAKES
1.	Centrifugal Air Curtain	Euronics/Sudhai/Mitsubishi
2.	Any other items	As approved by Engineer-in-Charge

Note:

- a) *Materials specified in the List of Acceptable Makes for Electrical Materials shall be got approved from Engineer-in-charge before use on work. Decision of Engineer-in -charge shall be final regarding selection of the makes.*

Materials not specified in the List of Acceptable Makes for Electrical Materials shall be got approved from Engineer-in-charge before use on work. Decision of Engineer-in -charge shall be final in this

India Trade Promotion Organisation
(Electrical Unit)

SCHEDULE OF WORK

Name of Work : Supply, Installation, Testing and Commissioning of Air Curtains at IECC exhibition halls at ITPO, Pragati Maidan, New Delhi.

Schedule Of Work					
S.No	Item Description	Quantity	Units	Rate(INR)	Amount(INR)
1	Supply, installation, testing and commissioning of stainless steel centrifugal air curtain made up stainless steel 304Grade having 4 Blowers(in ABS), 2 Motors operating on single phase , Power =560 Watt having RPM (Max/Min = 2700/2100) and having CFM of 1100. Overall Dimension of 1200X230X212(mm) with Noise level = 60 - 70 db. Air Curtain should be provided with velocity control switch and a Door sensor. The product should carry manufacturers warranty of one year from the Date of Supply. Along with Fabrication work of providing 2/1 MS Pipe , Tin Sheet as cover, Bracked and screws including variations acceptable in parameters upto 10% complete etc as required.	64	Each		
2	Supply, installation, testing and commissioning and placing of stainless steel centrifugal air curtain made up stainless steel 304Grade having 5 Blowers(in ABS), 3 Motors operating on single phase , Power =700 Watt having RPM (Max/Min = 2700/2100) and having CFM of 1380. Overall Dimension of 1500X230X212(mm) with Noise level = 60 - 70 db. Air Curtain should be provided with velocity control switch and a Door sensor. The product should carry manufacturers warranty of one year from the Date of Supply. Along with Fabrication work of providing 2/1 MS Pipe , Tin Sheet as cover, Bracked and screws including variations acceptable in parameters upto 10% complete etc. as required.	34	Each		
3	Supply, installation, testing and commissioning and placing of stainless steel centrifugal air curtain made up of stainless steel 304Grade having 3 Blowers(in M. Steel), 2 Motors operating on three phase , Power =1650 Watt having RPM (Max/Min = 2700) and having CFM of 2950. Overall Dimension of 1218X345X351(mm) with Noise level < 66 db. Air Curtain should be provided with velocity control switch and a Door sensor. The product should carry manufacturers warranty of one year from the Date of Supply. Along with Fabrication work of providing 2/1 MS Pipe , Tin Sheet as cover, Bracked and screws including variations acceptable in parameters upto 10% . The Product should be Supplied along with PVC curtains & SS Bracket for PVC Support. Supply, installation, testing and commissioning of transparent blue PVC Strip curtain, these medium weight strip will help with temperature control or dust exclusion without impeding access, It is suitable for the door is the main entry gate of the premises, means exposed to air. It is commonly used in Pharmaceutical Industries, Manufacturing Plants, Dairy Industry, Factories, Warehouses, Health Care Facilities complete etc as required.	22	Each		

4	Supply, installation, testing and commissioning and placing of stainless steel centrifugal air curtain made up stainless steel 304Grade having 4 Blowers(in M. Steel), 2 Motors operating on three phase , Power =2200 Watt having RPM (Max/Min = 2700) and having CFM of 3680. Overall Dimension of 1523X345X351(mm) with Noise level < 68 db. Air Curtain should be provided with velocity control switch and a Door sensor. The product should carry manufacturers warranty of one year from the Date of Supply. Along with Fabrication work of providing 2/1 MS Pipe , Tin Sheet as cover, Bracked and screws including variations acceptable in parameters upto10%.The product should be supplied along with PVC curtains & SS Bracket for PVC Support. Supply, installation, testing and commissioning of transparent blue PVC Strip curtain,these medium weight strip will help with temperature control or dust exclusion without impeding access, It is suitable for the door is the main entry gate of the premises, means exposed to air. It is commonly used in Pharmaceutical Industries,Manufacturing Plants,Dairy Industry,Factories,Warehouses,Health Care Facilities complete etc.as required.	10	Each		
	TOTAL Incl. GST (@18%)				

M (Electrical)NF

Sr.Manager (Electrical.)

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.

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.)

AGREEMENT

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

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

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

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

The same shall be binding on both the parties.

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

Date the

AT New Delhi

WITNESS:

1.

Party No.1

2.

Party No.2