

GENERAL TERMS & CONDITIONS OF THE CONTRACT

- 1.** The area allotted by ITPO is 800sqm. for Jharkhand State Pavilion at Pragati Maidan, New Delhi. The tenderers are required to visit and inspect the site before submitting their designs.
- 2.** The contractor has to quote the charges/rates for items for the complete exhibition duration i.e., 14th–27th November, 2021. If the exhibition period extends no extra charges will be paid to contractor on this account.
- 3.** Electrical work, fire fighting work has to be carried out as per the specification/guidelines laid by ITPO/Delhi Police/local bye laws.
- 4.** The contractor has to maintain the electrical system in working order. During the period of exhibition, if any bulb, fitting, wire, switch, board etc., goes out of order, the contractor has to repair/replace and maintain the same immediately without any extra cost claim from Government of Jharkhand.
- 5.** The contractor has to depute **one electrician and one helper** during the working hours of exhibition, failing which the **penalty of 1%** of agreement amount will be recovered from his final bill.
- 6.** If any defect occurs during the period of exhibition the contractor has to rectify it the same day by putting more men on the job without any extra claim.
- 7.** The contractor is totally responsible for damage to men and materials on account of any electrical fault or any reason. So he should take all precautions to avoid such faults.
- 8.** All electrical wires and accessories used at site must be of high standard. If any defective material is noticed, contractor has to replace or repair the same immediately otherwise the same will be got done at once at his cost and risk without any notice keeping the emergency type of work in nature.
- 9.** The contractor has to obtain Electrical and Water Connection from ITPO/Official Agency and to maintain the same for the duration of exhibition. Payment in this regard will be borne by the contractor.
- 10.** Site shall be cleared within the period of dismantlement date announced by ITPO.
- 11.** Contractor shall be responsible for watch and ward of all exhibits/ existing ITPO fittings and any loss due to damage/theft has to be made good by him at his own cost.

12. All Insurance, as required by the ITPO and necessary status clearance will have to be obtained by the agency at its own cost.
13. Nothing extra will be paid for installation period, dismantling period or the extension period, if the exhibition is extended by ITPO as per their notifications.
14. The work has to be completed on or before 12.11.2021 to the satisfaction of Government of Jharkhand. In case of delay, the penalty @2% of agreement amount per day will be imposed.
15. Government of Jharkhand reserves the right to increase, decrease or modify the items included in the agreement.
16. New modular systems should only be used.
17. If required, help to be extended by the agency for fixing translites /murals and other decorative/display panels.

18 Payment Terms:

Payments of the project cost to the selected agency will be made as follows

- (a) 40% payment on handing over the commissioned pavilion.
 - (b) Balance 50% on conclusion of exhibition after extension if any and after getting clearance certificate from the Organizer. The final payment will be given to the contractor after scrutinizing the work done as mentioned in the work order. If the work done was not found according to work order, the payment will be deducted item wise in proportional rate.
19. Timely erection and dismantling of stand during the breakdown period as prescribed by the ITPO shall be done by the agency itself & rental charges as quoted are deemed to be inclusive of the same. Any penalty levied by the ITPO for not removing the stand within the scheduled time shall be borne by the agency and for this delay/penalty; Government of Jharkhand shall not be responsible in any matter what-so-ever.

20 The charges should be inclusive of :-

- (i) Transportation of all material during erection and dismantling of pavilion.
- (ii) Clearing of site i.e., leaving the site in the same shape as given before commencement of erection work.
- (iii) Insurance for materials and third party liability for workmen/ others as required for erecting/dismantling the pavilion for the appropriate period.

- (iv) Any temporary electric connections/D.G. Set of capacity as per requirement including power/fuel consumption.
 - (v) Cleaning of the pavilion at least twice a day and ensuring proper overall upkeep and maintenance.
21. All charges should include any GST, other taxes/ levies etc. Government of Jharkhand shall not be responsible for any taxes/levies on this account.
 22. The rate should be quoted in figures as well as in words. In case of any discrepancy between the rates quoted and the amount worked out, the rate quoted in words shall be taken as correct.
 23. The contractor shall be responsible for the submission of performance bond and signing of undertaking guaranteeing adherence to all the rules and tenderers are required to comply with this regulation as required by the ITPO/ Delhi Police.
 24. The bidders are required to submit their bids in sealed cover super-scribed with **“Bid for Government of Jharkhand Pavilion in IITF 2021”** as to reach the **Director of Industries, Nepal House, Doranda, Ranchi-834002** by the due date mentioned in the Tender letter/notice. Bids must be submitted to Director of Industries or sent through Courier along with E.M.D. as specified in the notice.
 25. Government of Jharkhand reserves the right to blacklist the bidder for suitable period if he fails to honour his bid without sufficient grounds.
 26. The Directorate of Industries shall not bear any cost or expenses incurred by the bidders in connection with preparation or delivery of bids, participation in discussion etc., including travel, stay related expenses, etc. while visiting the pavilion site or the directorate office at Ranchi. All such costs incurred by bidders prior to award of contract will be borne entirely by the bidders and no claims in this regard will be entertained.
 27. In case of any dispute or differences, breach & violation relating to the terms of the Agreement, the said matter or dispute, difference shall be referred to the sole arbitration of Secretary Industries, Government of Jharkhand or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. The said Arbitrator shall act under the Provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof or any rules made there under.

