CPWD

AMENDED UPTO JAN-2008

CPWD-7/8

GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT

STATE Delhi		CIRCLE	
BRANCH Engg		DIVISION	Engg.
ZONE		SUB DIVISION	Electrical

Percentage Rate Tender/Item Rate Tender & Contract for Works

Tender for the work of: Repair maintenance of electrical installations at Pragati Maidan New Delhi. Sub Head:- Providing & fixing of SPDB and assemblies in the existing cast iron FSU switches.

(i)To be submitted 1500 hours on 08.11.2017 in the office of Manager (Elect.) Room No. 147
(time) (date)

(ii)To be opened in presence of tenders who may be present at 1530_hours on 08.11.2017 in the office of Manager (Elect.) Room No. 147

Issued to:_____
(contractor)

Signature of officer issuing the documents
Designation
Date of issue:

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F, Specifications applicable, drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F', viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule – 1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect in accordance with, such conditions so far as applicable.

We agree to keep the tender open for sixty (60) days from the due date of its opening and not to make any modifications in its terms and conditions.

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A sum of Rs.2,600.00 has been deposited in cash/receipt treasury challan/ DD in the favour of ITPO /deposit at call receipt of a scheduled bank, receipt of scheduled bank/demand draft of a scheduled bank as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period, I/we agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, upto maximum of the percentage mentioned in Schedule 'F' and those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of earnest money or both Earnest Money & Performance Guarantee as aforesaid, I/We shall be debarred for participation in the retendering process of the work.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall no communicate information/derived there from to any person other than a person to whom I/we am/are authorised to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated……..

Signatures of Contractor

Postal Address

Witness:
Address:
Occupation:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the President of India for a sum of Rs……..(Rupees……

The letters referred to below shall form part of this contract Agreement:-

(i)Corrigendum I & II
(ii)NIT
(iii)Schedule of work
(iv)Additional conditions
(v)Wages
(vi)Agreement copy

For & on behalf of President of India

Signature……..
Dated…….

. Designation…….

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SCHEDULES -

SCHEDULE 'A'
Schedule of quantities (Enclosed)

SCHEDULE 'B'
Schedule of materials to be issued to the contractor.----------

Sl.No.	Description of item	Quantity	Rates in figures & words at which The material will be charged to the Contractor	Place of issue
1.	2.	3.	4.	5.

N / A

SCHEDULE 'C'
Tools and plants to be hired to the contractor

Sl.No.	Description	Hire charges per day	Place of issue
1.	2.	3.	4

N / A

SCHEDULE 'D'
Extra schedule for specific requirements/documents for the work,
if any. ... .NIL

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. X ...N/A...%

Component of Steel-expressed as percent of total work. Xs.....N/A.....%

Component of civil (except cement & steel)/Electrical construction N/A Xm.%

Materials-expressed as percent of total value of work. N/A

Component of labour-expressed as per cent of total value of work. N/A Y...%

Component of P.O.L.–expressed as percent of total value work. Z...N/A..

SCHEDULE 'F'
Reference to General Conditions of contract.

Name of Work: Repair maintenance of electrical installations at Pragati Maidan New Delhi. Sub Head:- Providing & fixing of SPDB and assemblies in the existing cast iron FSU switches.

(i) Estimated cost of work Rs.- 1,28,913.00_
(ii)Earnestmoney: Rs.__ 2,600.00_____
(iii)Performance Guarantee 5%of tendered value
(iv)Security Deposit 5% of tendered value

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General Rules & Direction:
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 see below

Definitions
2(v)Engineer-in-Charge Manager(Elect.)__

2(viii)AcceptingAuthority GM(Engg.)____

2(x) Percentage on cost of materials and 15%

Labour to cover all overheads and profits.

2(xi)Standard Schedule of Rates Market rates __

2(xii)Department _____ITPO_

9(ii)Standard CPWD contract Form CPWD form 7/8 as modified & corrected upto_ ---2008

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 ___3____days
Clause 2
Authority for fixing compensation under clause 2. _____GM(W)

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 _____3_days

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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.	Nil	----------	NIL
2.	NIL	----------	NIL
3.	NIL	----------	NIL
4.	NIL	----------	NIL
5.	NIL	----------	NIL
6.	NIL	----------	NIL

Time allowed for execution of work (i.) Three Months.

Authority to give fair and reasonable extension of time for completion of work GM(Engg.)

Clause 6, 6A
Clause applicable – (6 or 6A)
Clause 7
Gross work to be done together with net payment/ adjustment ……
or advance for material collected, if any since the last such payment
for being eligible to interim payment.
Clause 10A
List of testing equipment to be provided by the contractor at site lab.
1……N/A…….. 2……N/A……
….
3……N/A……. 4……N/A…….

5……N/A……. 6……N/A…….
Clause 10 B (ii)
Whether Clauses 10 B (ii) shall be applicable Yes/No
Clause 10CA
Materials covered under this clause Nearest Material for which All India Wholesale Price Index is to be Followed

1._____N/A_____ _____
____
2._____N/A_____ _____
_
3._____N/A_____ _____
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Clause 10CC
Clause 10CC to be applicable in contracts with stipulated period of
Completion exceeding the period show in text column ____N/A__months
Clause 11
Specification to be followed for execution of work _as per CPWD specification __
Clause 12
Deviation limit beyond which clauses 12.2 & 12.3 shall Apply for building work

Deviation limit beyond which clauses 12.2. & 12.3 Shall apply for Electrical work_50 %
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:-

1……. 2……

3……. 4…….

5……. 6…….
(As per schedule of work)
Clause 36(i)

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)
						Figures Words

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

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CLAUSE 42

(i)(a) Schedule/statement for determining theoretical quantity of cement & Bitumen on the basis of Delhi Schedule of Rates.....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 — 3% plus/minus

For works with estimated cost put to tender More than 5 lakhs — 2% plus/minus

b. Bitumen for all works — 2.5% plus only & nil on minus side

c.Steel Reinforcement and structural steel Sections for each diameter, section and category — 2% plus/minus

d.All other material — 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	N/A	N/A
3.	Structural Sections	N/A	N/A
4.	Bitumen issued free	N/A	N/A
5.	Bitumen issued at stipulated fixed price	N/A	N/A

CPWD-6
NOTICE INVITING TENDER

Item rate/percentage rate tender are invited on behalf of the President of India from reputed contractors or specialized Agencies for the work of: Repair maintenance of electrical installations at Pragati Maidan New Delhi. Sub Head:- Providing & fixing of SPDB and assemblies in the existing cast iron FSU switches.

The enlistment of the contractors should be valid on the last date of sale of tenders.
In case only the last date of sale of tender is extended , the enlistment of contractor should be valid on the original date of sale of tenders.
In case both the last date of receipt of application and sale of tenders are extended, the enlistment of contractor should be valid on either of the two dates i.e. original date of sale of tender or on the extended date of sale of tenders.
1.1 The work is estimated to cost Rs 1,28,913.00 This estimate, however, is given merely as a rough guide.
1.1.1 The authority competent to approve NIT for the combined cost and belonging to the major discipline will consolidate NITs for calling the tenders. He will also nominate division which will deal with all matters relating to the invitation of tenders.
For composite tender, besides indicating the combined estimated cost put to tender, should clearly indicate the estimated cost of each component separately. The eligibility of tenderer will correspond to the combined estimated cost of different components put to tender.
1.2 Tenders will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified below:-
1.2.1 Conditions for Non-CPWD contractors only, if tenders are also open to non- CPWD contractors. For works estimated to cost up to Rs. 15 Crore.
Three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 50% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest Rs.10 Lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited.
Note:- For works costing above Rs. 3 Crore but up to Rs. 15 Crore, when tenders are open to non-CPWD contractors also, then class II contractors of CPWD shall also be eligible if they satisfy the eligibility criteria specified in 1.2.1 above.
1.2.2 Criteria of eligibility for CPWD as well as non-CPWD contractors.For works estimated to cost above Rs.15 Crore.three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 60% of estimated cost or one similar work of value not less than 80% of estimated cost (rounded to nearest Rs.10 Lac) in last 7 years ending last day of the month previous to the one in which the tenders are invited.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of applications for tender.
1.2.3 To become eligible for issue of tender, the tenderer shall have to furnish an affidavit as under:-
" I/We undertake and confirm that eligible similar works(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in CPWD in future forever. Also, if such a violation comes to the notice of department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money deposit/Performance guarantee."

2. Agreement shall be drawn with the successful tenderer on prescribed form No. CPWD 7/8 which is available as a Govt. of India Publication. tenderer shall quote his rates as per various terms and conditions of the said form which will form part of the agreement.
3. The time allowed for carrying out the work will be Three Months from the date of start as defined in schedule 'F' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender documents.

4. The site for the work shall be made available in parts as specified below:-

5. Applications for issue of forms shall be received by (4.00PM) and tender documents shall be issued by(4.00 PM)Tender documents consisting of plans, specifications, the schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Manager(Electrical)between hours of 11.00 AM & 4.00 PM from 02.11.2017 to 06.11.2017 everyday except on Sundays and Public Holidays. Tender documents, excluding standard form, will be issued from his office, during the hours specified above, on payment of Rs.590/- in cash as cost of tender.

6. (i) Tenders shall be accompanied with earnest Money of Rs.2,600/- in cash (upto Rs. 10000/-) / Receipt Treasury Challan/Deposit at call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank issued in favour of ITPO 50% of earnest money or Rs. 20 lakh, whichever is less, will have to be deposited in the shape prescribed above and balance amount of earnest money can be accepted in the form of Bank guarantee issued by a scheduled bank having validity for 6 months or more from the last date of receipt of tenders.

(ii) The tender and the earnest money shall be placed in separate sealed envelopes, each marked "tender" and "Earnest Money" respectively. In cases where earnest money in cash is acceptable, the same shall be deposited with the Cashier of the Division and the receipt placed in the envelope means for earnest money. Both the envelopes shall be submitted together in another sealed envelope with the name of work and due date of opening written on envelope, which will be received by the 08.11.2017 up to 3.00PM and will be opened by him or his authorized representative in his office on the same day at 3.30 PM. The envelope marked "Tender" of only those tenderers shall be opened, whose earnest money, placed in the other envelope, is found to be in order.

7. The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five percent) of the tendered amount within the period specified in schedule F. This guarantee shall be in the form of cash (in case guarantee amount is less than Rs. 10,000/-) or deposit at call receipt of any scheduled bank/banker's cheque of any scheduled bank/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 or guarantee bonds of any scheduled bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee with 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.

8. The description of the work is as follows:Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers 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 specification 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.

9. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other tender and reserves to it self 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.

10. Canvassing whether directly or in directly in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

11. The Competent authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

12. The contractor shall not be permitted to tender to works in the CPWD Circle (Division in case of contractors of Horticulture/Nursery category) responsible for award and execution of contracts, in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer (Both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any gazette

officer in the Central Public Works Department or in the Ministry of Urban Development or in the Ministry of Urban Development.

Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.

13. 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 the 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.

14. The tender for the works shall remain open for acceptance for a period of ninety (90) days from the date of opening of tenders/Ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelope system(strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.

15. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start date of start of the work, sign the contract consisting of:

a. The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b. Standard C.P.W.D. Form 7/8.

16. For Composite Tenders

16.1.1 The Executive Engineer in charge of the major component will call tenders for the composite work. The cost of tender document and Earnest Money will be fixed with respect to the combined estimated cost put to tender for the composite tender.

16.1.2 The tender document will include following three components:

Part A:- CPWD-6, CPWD-7/8 including schedule A to F for major component of the work, Standard General Conditions of Contract for CPWD 2010 or latest edition as applicable with all amendments/modifications.

Part B:- General/specific conditions, specifications and schedule of quantities applicable to major component of the work.

Part C:- Schedule A to F for minor component of the work,(SE/EE in charge of major component shall also be competent authority under clause 2 and clause 5 as mentioned in schedule A to F for major components) General/specific conditions, specifications and schedule of quantities applicable to minor components(s) of the work.

16.1.3 The tenderer must associate with him self, agencies of the appropriate class eligible to tender for each of the minor component individually.

16.1.4 The eligible tenderers shall quote rates for all items of major component as well as for all items of minor components of work. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.).

16.1.5 After acceptance of the tender by competent authority, the EE in charge of major component of the work shall issue letter of award on behalf of the President of India. After the work is awarded, the main contractor will have to enter into one agreement with EE in charge of major component and has also to sign two or more copies of agreement depending upon number of EE/DDH in charge of minor components. One such signed set of agreement shall be handed over to EE/DDH in charge of minor component. EE of major component will operate part A and part B of the agreement. EE/DDH in charge of minor components(s) shall operate Part C along with Part A of the agreement.

16.1.6 Entire work under the scope of composite tender including major and all minor components shall be executed under one agreement.

16.1.7 Security Deposit will be worked out separately for each component corresponding to the estimated cost of the respective component of works. The Earnest Money will become part of the security deposit of the major component of work.

16.1.8 The main contractor has to associate agency(s) for minor component(s) conforming to eligibility criteria as defined in the tender document and has to submit detail of such agency(s) to Engineer-in-Charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer-in-Charge of minor components(s).

16.1.9 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-Charge of minor component. The

new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-Charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.

16.1.10The main contractor has to enter into agreement with the contractor(s) associated by him for execution of minor components(s). Copy of such agreement shall be submitted to EE/DDH in charge of each minor component as well as to EE in charge of major component. In case of change of associate contractor, the main contractor has to enter into agreement with the new contractor associated by him.

16.1.11Running payment for the major component shall be made by EE of major discipline to the main contractor. Running payment for minor components shall be made by the Engineer-in-Charge of the discipline of minor component directly to the main contractor.

16.1.12 Final bill of whole work shall be finalized and paid by the EE of major component. Engineer(s) in charge of minor component(s) will prepare and pass the final bill for their component of work and pass on the same of the EE of major component for including in the final bill for composite contract.

India Trade Promotion Organization
(Electrical Unit)

Corrigendum to Form 7/8 (CPWD) must be read along with the Pamphlet

Sl.No.	FOR	READ
1.	Govt. of India	India Trade Promotion Organisation (A Govt. of India Undertaking)
1.	CPWD of Government	India Trade Promotion Organisation
2.	CPWD – 7/8/9	ITPO – 7/8
3.	President/President of India	CMD, ITPO
4.	Chief – Engineer	General Manager (Works)
5.	Superintending Engineer	Deputy. General Manager (Electrical)
6.	Engineer-in-charge/ Divisional Engineer/ Executive Engineer/ Divisional Office	Manager (Elect.)
7.	Sub-Divisional Officer/Asstt. Engineer	Deputy Manager (Elect.)
8.	C.T.E.	General Manager (Works)
9.	Admn. Head	C.M.D./General Manager
10.	Ministry of Works & Housing	ITPO/Ministry of Commerce
11.	CPWD Code, Paragraph'90	Shall be applicable to ITPO works.
12.	DSR-2007	Shall be applicable to ITPO works.
13.	CPWD specifications	Shall be applicable to ITPO works.
14.	DSR(Internal) 2007 for Electrical works.	Shall be applicable to ITPO works.
15.	CPWD specifications (Internal) 2005 Electrical works	Shall be applicable to ITPO works.
16.	DSR External 2007 for Electrical works and specification.	Shall be applicable to ITPO works.
.	Provision of section 12 Subsection (i) of the works man compensation	Shall be applicable to ITPO works.
.	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.
19.	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.
20.	CPWD safety code framed from time to time.	Shall be applicable to ITPO works.
21.	CPWD maternity benefits to labour.	Shall be applicable to ITPO works.
22.	Provision of the Arbitration Act, 1972.	Shall be applicable to ITPO works.
23.	Section 74 of India Contract Act, 1973.	Shall be applicable to ITPO works.
24.	Model Rules of the protection health and sanitary appointment for workers employed by CPWD,	Shall be applicable to ITPO works.
25.	CPWD Contractor labour regulations.	Shall be applicable to ITPO works.

MANAGER(Elect.)
.
I.T.P.O.

INDIA TRADE PROMOTION ORGANISATION
(Electrical Division)
C O R R I G E N D U M – II

SUB: Introduction of Performance Guarantee & Revision in Rate of Security Deposit

	Existing Provision		Revised Provision (to be applicable now)
a)	Performance Guarantee		
	NIL		The contractor shall be required to deposit an amount equal to 5% of the tendered value of the work as performance guarantee in the form of an irrevocable bank guarantee bond of any scheduled bank or state bank of India in accordance with the form prescribed or in cash or in the form Government Security, fixed deposit receipt etc. as in the case of recovery of security deposit within 15 days of the issue of letter of intent but before award of work. The period can be further extended by the Engineer-in-charge up to maximum period of 07 days on written request of the contractor.
b)	Security Deposit		
	10% of the tendered value of the work put to tender subject to maximum limit of Rs.5 lacs.		A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the contractor till the sum alongwith sum already deposited as earnest money will amount to security deposit of 5% of the tendered value of the work.. (Bank Guarantee is not to be accepted as security deposit).

MANAGER(Elect.)
India Trade Promotion Organisation
Pragati Bhawan, Pragati Maidan
New Delhi – 110001

PERFORMA TO BE ATTACHED WITH NIT

To,

……..,

……..,

…….

Sub: Repair maintenance of electrical installations at Pragati Maidan New Delhi. Sub Head:- Providing & fixing of SPDB and assemblies in the existing cast iron FSU switches

Dear Sir,

It is here by 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 and signing of the same shall be deemed as acceptance and signing of the integrity Agreement on behalf of the ITPO.

Yours faithfully

Manager(Elect.)
ITPO

PERFORMA TO BE SIGNED BY BIDDER WITH BID

To,

Manager(Electrical),

……..,

…….

Sub:Repair maintenance of electrical installations at Pragati Maidan New Delhi. Sub Head:- Providing & fixing of SPDB and assemblies in the existing cast iron FSU switches.

Dear Sir,

I/We acknowledge that ITPO is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by ITPO. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, ITPO shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

No.167-ITPO(3)/Engg./Elect./2017-18/868 31.10.2017

Notice Inviting Tender

The Manager (Elect.), Electrical Engineering Division, Room No. 147, India Trade Promotion Organization, Pragati Maidan, New Delhi on behalf of CMD, ITPO invites Item rate sealed tenders in two bid system from reputed contractors or specialized Agencies dealing with the work of Repair maintenance of electrical installations at Pragati Maidan New Delhi. Sub Head:- Providing & fixing of SPDB and assemblies in the existing cast iron FSU switches, will be received up to 3.0pm on 06.11.2017 and opened on the same day by him (or) his authorized representative at 3.30 PM.

Sl. No	Name of Work	Time for Completoin	Estimated Cost (Rs.)	Earnest Money (Rs.)	Cost of Tender (Rs.)
	Repair maintenance of electrical installations at Pragati Maidan New Delhi. Sub Head:- Providing & fixing of SPDB and assemblies in the existing cast iron FSU switches.	Three Months	1,28,913/-	2,600/-	500/- + (GST @18%) =590/-

Work eligibility criteria is as under:- Average annual financial turnover 30% of the estimated cost during last 3 years ending 31.03.2016. Experience of having successfully completed similar works during last 7 years ending 31st March, 2017 issued not below the rank of executive engineer or equivalent in Govt. departments, Undertakings & PSU's should be either of the following: (a) three similar works costing not less than Rs. 51,566.00 i.e. 40% of the estimated cost or (b) two similar works costing not less than Rs. 77,348.00 i.e. 60% of the estimated cost Or (c) one similar work costing not less than Rs. 1,03,131.00 i.e. 80% of the estimated cost (d) similar work means " Repair maintenance of electrical installations .

Earnest Money should be deposit through Bank Draft drawn in favour of India Trade Promotion Organization, New Delhi (or) cash deposited with the Cashier in Cash Section (less than Rs. 10,000.00) of ITPO and Bank Draft/Cash Receipt to be sent with the tender while submitting the tender. Conditions and tender form can be had from the office of the undersigned on production of attested copies of PAN, GST,EPF,ESIC and satisfactory completion of similar work, between 11.00AM to 4.00PM on all working days from 02.11.2017 to 06.11.2017 after paying the tender cost mentioned as above (Non Refundable).

The tender document is also available on our website www.indiatradefair.com and same can be down loaded and used as tender document for submitting the tender. However, the documents required as mentioned above along with two DDs towards Cost of Tender and Earnest money (In favour of India Trade Promotion Organization, payable at New Delhi) should be enclosed in three separate envelop to be marked i.e. tender fee & EMD fee in one envelop and Eligibility Documents in second envelop and the Financial Bid should be kept in 3rd envelop separately.

These three envelopes i.e., "two DD's of tender fee & EMD", "Eligibility Documents" and "Financial Bid" should be put in one envelop having the name of work clearly and submitted to Manager(Elect.), Room No.147 with proper seal, failing which those would not be considered/opened at all.

The Financial bids will be opened only of those agencies qualified to tender as per the eligibility criteria. In case the tender is not accompanied with the above and tender does not qualify as per the eligibility criteria, the tender will summarily rejected.

(Er.sanjay Azad)
Manager(Elect.)

India Trade Promotion Organisation
(Electrical Unit)
Schedule of work

Name of Work: Repair maintenance of electrical installations at Pragati Maidan New Delhi.

Sub Head: Providing & fixing of SPDB and assemblies in the existing cast iron FSU switches

S.N	Description of Item	Qty.	Rate	Unit	Amount
1.	Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board, 240 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator) i. 6 way, Double door ii. 8 way, Double door	 2Nos. 2Nos.		 Each Each	
2.	Supplying and fixing 5 A to 32 A rating, 240/415 V, 10 kA, "C" curve, miniature circuit breaker suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required. i. Single pole ii. Single pole and neutral	 20 Nos. 2 Nos.		 Each Each	
3.	Supplying and fixing following rating, double pole, 240 V, isolator in the existing MCB DB complete with connections, testing and commissioning etc. as required. i. 40 A	 2 Nos		 Each	
4.	Providing & fixing of following capacity moving contact assembly in the existing English Electric cast iron FSU switches complete with connection testing etc. as required. i. 100 Amp. ii. 200 Amp. iii. 400 Amp.	 6 Nos. 1 No. 1 No.		 Each Each Each	
5.	Providing & fixing of following capacity Shrouded(base) contact assembly in the existing English Electric cast iron FSU switches complete with connection testing etc. as required. i. 100 Amp. ii. 200 Amp. iii. 400 Amp.	 6 Nos. 1 No. 1 No.		 Each Each Each	
	Total Rs.				

Rates should be exclusive of GST as applicable

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ADDITIONAL CONDITIONS

1. CONTRACTOR will have to make his own arrangements for tools & plants required for the work. The department will not supply any tools and plants unless otherwise specified.
2. The contractor must see the proposed site for the work and study specifications and conditions carefully before tendering. No claim of any sort shall be entertained on account of any site conditions of ignorance of specifications.
3. The site is available, tenderer should see the approaches and conditions of the site. In case any approaches for main road is required at site or existing approach is to be improved and maintained for cartage of materials by the contractors the same shall be provided, improved and maintained by the contractor for stacking materials erection of Go down, site office erection of his plant and machinery etc. at his own cost. The contractor should plan the procurement of materials according to the space available. No claim on account of cost of such works shall be entertained by ITPO.
4. 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.
5. The contractor shall consult the Executive/Engineer-in-charge in writing regarding collection and stacking of materials in any place other than those approved by the Engineer-in-charge. No excavated earth or building materials shall be stacked on areas for which permission of Engineer-in-charge has not been taken.
6. The contractor must take all precautions to avoid all accidents by exhibiting day and night necessary caution boards, speed limit boards, red flags and red lights and providing barriers. He shall be responsible for all damages and accidents caused due to the negligence on his part. No hindrance shall be caused to Traffic during execution of work.
7. The contractor shall maintain in good condition all work executed till the completion of the entire work allotted to the contractor and handing over of the same to ITPO.
8. Any damage done by the contractor or his workmen to any existing work during the course of execut6ion of the work shall be made good by him at his own cost.
9. No compensation shall be payable to the contractor for any damage caused by rains windstorm or floods during execution of work. He will make good all such damages at his own cost and no claim on this account will be entertained. The contractor shall bail cut rain water collected during execution of the work from the excavated trenches at his own cost. Nothing extra will be payable on this account.
10. Contractor shall clear the site thoroughly of all rubbish etc. left out of his materials immediately on completion of the work and properly clean the site around the building to the satisfaction of the Engg.-in-charge. Otherwise the site will be cleared by the department at his risk & cost to remove and clean the site.
11. The work shall be carried out strictly as per CPWD specifications 2007, part I & II with up to date correction slips.
12. At least one authorized representative should always be available at site of work to take instructions from departmental officers and ensured proper execution of work. This will apply specially for works exceeding more than one lakh.
13. The contractor shall have to work as per program of the department. No claim what-so-ever will be entertained on this account.
14. The contractor to whom the work is awarded will have to sign a separate agreement papers and the cost of such stamp paper will be formed by the contract.
15. 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 50% of the s aid earnest money absolutely.
16. The contractor to whom the work is awarded will have to sign a separate agreement papers and the cost of such stamp paper will be formed by the contract.

Manager(Elect.

MINIMUM WAGES

Description	Unit	Rate(Rs.)
Wireman, Grade -1	1 day	622.00
Fitter, Grade - 1	1 day	622.00
Fitter, Grade -2	1 day	565.00
Mason , Grade- 2	1 day	565.00
Painter	1 day	565.00
Khallasi	1 day	513.00

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

Date the
AT New Delhi

WITNESS:

Party No.1

Party No.2