

GOVERNMENT OF INDIA

INDIA TRADE PROMOTION ORGANISATION

NOTICE INVITING TENDER

Item rate/**percentage rate tenders** are re-invited on behalf of the CMD, ITPO from approved and eligible contractors of ITPO, CPWD and those of appropriate list of Department of Telecommunications, M.E.S., Railways **up to 3.00 PM on 02.01.2015**, which will be opened on the same day by him (or) his authorized representative at **3.30 PM** for the work of **R/M and upkeep of ITPO Premises at Pragati Maidan during 2014-15 SH. Replacement of old existing water proofing bitumen felt with new four course treatment of bitumen felt of Hall No.1 at Pragati Maidan**

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. 26,40,287/-** 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. – not applicable for this work.

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 on- CPWD contractors.

For works estimated to cost above Rs. 15 crore. – not applicable for this work

Three similar works each of the value not less than 40% of estimated cost of 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

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 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 30 days** 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 is available.

OR

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

5. Applications for issue of forms shall be received by Manager (Civil) upto 3.00 PM and tender documents shall be issued by Manager (Civil) upto 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 compiled with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of the Manager (Civil) between hours of **11.00 A.M. & 03.00 P.M. from 24.12.2014 to 02.01.2015** everyday except Saturday, Sundays and public Holidays. Tender documents excluding standard form, will be issued from his office, during the hours specified above, on payment of **Rs. 525/-** in cash as cost of tender.
6. (i) Tenders shall be accompanied with Earnest money of **Rs. 52,900/-** in cash (upto Rs.10000) demand draft of a scheduled bank issued in favour of India Trade Promotion Organisation, New Delhi. 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 Cash section of ITPO and the receipt placed in the envelope meant 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 Manager (Civil) upto **3.00 P.M. on 02.01.2015** and will be opened by him or his authorised representative in his office on the same day at 3.30 P.M. 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 with cash section (in case guarantee amount is less than Rs.10,000/-) OR 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 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.

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 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.

9. 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.

10. Canvassing whether directly or indirectly, 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 CMD, ITPO 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. No Engineer of gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of one year after his retirement from Government service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a

person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.

- 13.** 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 department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the re-tendering process of the work.
- 14.** 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 of the work, sign the contract consisting of:-
 - a) The notice inviting tender, all the documents including additional conditions, specification 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

Udaeveer
Sr. Manager (Civil)

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

STATE: Delhi	CIRCLE	SMU-I
BRANCH: Engg. Civil	DIVISION:	SMCU-I
ZONE Head office, Delhi	SUB DIVISION:	DMU-II

Percentage Rate Tender/Item Rate Tender & Contract for Works

Tender for the work of: **R/M and upkeep of ITPO Premises at Pragati Maidan during 2014-15**

SH. Replacement of old existing water proofing bitumen felt with new four course treatment of bitumen felt of Hall No.1 at Pragati Maidan

(i) To be submitted **3.00 p.m.** **Hours on** **02.01.2015**
(Time) (Date)

(ii) To be opened in presence of tenderers, who may be present at **3.30 p.m.** **Hours on**
02.01.2015 in the office of SM (Udaaveer) at Pragati Maidan, New Delhi

Issued to: _____
(Contractor)

Signature of officer issuing the documents
Designation: Sr. Manager (Civil)

Date of issue: 31.12.2014
Estimated Cost Rs. 26,40,287/-
Earnest Money Rs.52,900/-

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 (90) days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of **Rs 52,900/-** has been deposited as per NIT 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:-

- (1) Schedule of Quantities, NIT
- (2) Additional Conditions.
- (3) Wages for workers
- (4) Performa for Agreement and drawing of staircase

For & on behalf of CMD, ITPO

Signature.....

Dated.....

Designation.....

SCHEDULES

SCHEDULE 'A'

Schedule of quantities Enclosed

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

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

NIL

SCHEDULE 'C'

Tools and plants to be hired to the contractor

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

NIL

SCHEDULE 'D'

Extra schedule for specific requirements/documents for the work, if any.

– N/A

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 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

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

SCHEDULE 'F'

Reference to General Conditions of contract.

Name of work: **R/M and upkeep of ITPO Premises at Pragati Maidan during 2014-15**

SH. Replacement of old existing water proofing bitumen felt with new four course treatment of bitumen felt of Hall No.1 at Pragati Maidan

(i)	Estimated cost of work	Rs. 26,40,287/-
(ii)	Earnest money:	Rs. 52,900/-
(iii)	Performance Guarantee	5% of tendered value
(iv)	Security Deposit	5% of tendered value

General Rules & Directions:

Officer inviting tender Manager (Civil)

Maximum percentage for quantity of items of work to be executed beyond
Which rates are to be determined in accordance with Clauses 12.2 & 12.3 100%

Definitions

2(v) Engineer-in-Charge Manager (Civil)

2(viii) Accepting Authority As per DFPR Sch. V of ITPO

2(x) Percentage on cost of materials and Labour to cover all overheads and profits. 15%

2(xi) Standard Schedule of Rates DSR-2012 & market rates

2(xii) Department ITPO (Engg.)

9(ii) Standard CPWD contract Form CPWD form 7/8 as modified & corrected upto 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 (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 4 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.	1/8 th (of the whole work)	1/4 th (of the whole work)	In the event of not achieving the necessary progress as assessed from the running payments, 1% of the tendered value of work will be withheld for failure of each mile stone.
2.	3/8 th (- do -)	1/2 (- do -)	
3.	3/4 th (-do-)	3/4 th (-do-)	
4.	Full	Full	

Time allowed for execution of work

30 days

Clause 6, 6A

Clause applicable – (6 or 6A)

Clause 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

N A

Clause 10A

List of testing equipment to be provided by the contractor at site lab.

As per the site requirement and as per direction of Engineer Incharge

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

1. _____ NA _____

2. _____

3. _____

Clause 10CC

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

18 months

Clause 11

Specification to be followed for execution of work

CPWD Specifications 2010, Part I & II with Up-to-date correction slips.

Clause 12

Deviation limit beyond which clauses 12.2 & 12.3 shall

Apply for building work

100%

Deviation limit beyond which clauses 12.2. & 12.3

Shall apply for foundation work

50%

Clause 16

Competent Authority for deciding reduced rates.

DGM (C)

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 Incharge

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
1.	Graduate Engineer	Civil	Principal Technical	Nil	1	15,000/- (Rupees fifteen thousand only) per month
2.	Or Diploma Holder			5 years	1	

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

CLAUSE 42

(i)(a) Schedule/statement for determining theoretical quantity of cement & Bitumen on the basis of Delhi Schedule of Rates DSR 2007 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 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		5800/-ton
2.	Steel reinforcement		L &T, ACC, Laxshmi
3.	Structural Sections		Cement, CCI, Birla
4.	Bitumen issued free		Uttam or equivalent if applicable
5.	Bitumen issued at stipulated fixed price		

INDIA TRADE PROMOTION ORGANISATION
Engineering division

No. 180-ITPO-MCU-I/misc /Engg/2014-15

Dated: 24.12.2014

BRIEF NOTICE INVITING TENDER

The Manager (Civil), Engineering Division, Room No. 141, India Trade Promotion Organisation, Pragati Maidan, New Delhi on behalf of CMD, ITPO **re-invites sealed percentage rate tenders** for the following works from approved and eligible contractors of ITPO, CPWD and those of appropriate list of Department of Telecommunications, M.E.S. and Railways, details of which briefly described hereunder.

S.N	Name of work	Time for Completion	Estimated Cost	Earnest Money	Cost of Tender
1.	Replacement of old existing water proofing bitumen felt with new four course treatment of bitumen felt of Hall No.1 at Pragati Maidan	30 days	26,40,287/-	52,900/-	525/-

The period of sale of tender document is kept from **11.00 AM to 3.00 PM** on all working days **up to 31.12.2014** with date of opening at **3.30 PM on 02.01.2015**. For further details including downloadable form of tender documents, please refer website www.indiatradefair.com & www.eprocure.gov.in

(Udaeveer)
Sr. Manager (civil)

INDIA TRADE PROMOTION ORGANISATION

Engineering Division

No. 180-ITPO-MCU-I/22 /Engg/2014-15

Dated: 24.12.2014

DETAILED TENDER NOTICE

The Manager (Civil), Engineering Division, Room No. 141, India Trade Promotion Organisation, Pragati Maidan, New Delhi on behalf of CMD, ITPO re-invites **sealed percentage rate** tenders for the following works from approved and eligible contractors of ITPO, CPWD and those of appropriate list of Department of Telecommunications, M.E.S., Railways **and specialised agencies for S. No. 1 only** up to **3.00 PM on 02.01.2015**, which will be opened on the same day by him (or) his authorized representative at **3.30 PM**.

S.N.	Name of work	Time for Completion	Estimated Cost In (Rs.)	Earnest Money In (Rs.)	Cost of Tender in Rs.
	R/M and upkeep of the ITPO Premises at Pragati Maidan during 2014-15				
1.	Replacement of old existing water proofing bitumen felt with new four course treatment of bitumen felt of Hall No.1 at Pragati Maidan	30 days	26,40,287 /-	52,900/-	525/-

Earnest Money should be deposited through Bank Draft drawn in favour of India Trade Promotion Organisation payable at New Delhi (or) cash deposited with the Cashier in Cash Section of ITPO (less than 10,000/-) and Bank Draft/Cash Receipt to be sent with the tender while submitting the tender.

Conditions and tender forms can be had from the office of the undersigned on production of **PAN NO., TIN NO and Service Tax No.** (if applicable), copy of D-vat & Service Tax return/clearance certificate upto date of last quarter between **11.00 AM to 3.00 PM** on all working days **up to 31.12.2014** for the tender cost mentioned as above (Non Refundable).

The tender document is also available on our website www.indiatradefair.com & www.eprocure.gov.in and same can be down loaded and used as tender document for submitting the tender. However, the documents required such as two DDs towards Cost of Tender and Earnest money (Demand Draft should be in favour of India Trade Promotion Organisation, payable at New Delhi) should be enclosed in one envelop to be marked "**Cost of tender & Earnest money**" as well as Registration with the department as mentioned above, PAN Number, TIN Number and Service Tax Number should be enclosed in another second envelope to be marked "**Eligibility Bid**". **The Financial bid and schedule of quantities** is to be submitted in separate envelopes marked "**Financial Bid for.....**", for each work specified in the table above.

These envelopes i.e., "Eligibility Documents" and "Financial Bid/s" should be put in one envelop, properly sealed and submitted to Manager (Civil), Room No.142.

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.

(UDAEVEER)
Sr. Manager (civil)

SCHEDULE OF QUANTITIES

Name of work: **R/M and upkeep of ITPO Premises at Pragati Maidan during 2014-15**

SH. Replacement of old existing water proofing bitumen felt with new four course treatment of bitumen felt of Hall No.1 at Pragati Maidan

SLNo	Description	Qty	Unit	Rate	Amount
1	Providing and laying four courses water proofing treatment with bitumen felt over roofs consisting of first and third courses of blown bitumen 85/25 or 90/15 conforming to IS : 702 applied hot @ 1.45 Kg per square metre of area for each course, second course of roofing felt type 3 grade-I (hessian based self finished bitumen felt) and fourth and final course of stone grit 6 mm and down size or pea- sized gravel spread at 6 cubic diameter per square metre including preparation of surface but excluding grading complete with :				
1.1	Bitumen felt (hessian base) type 3 grade I conforming to IS : 1322	8000	Sqm	291.40	2331200.00
2	Deduct for omitting in water proofing treatment final course of spreading stone grit 6 mm down size or pea sized gravel :				
2.1	At 6 cudm per Sqm	8000	Sqm	12.80	102400.00
3	Grading roof for water proofing treatment with				
3.1	Cement mortar 1:4 (1cement : 4 coarse sand)	13.5	cum	7308.70	98667.00
4	Removal of malaba, building rubbish, mooram etc. by mechanical transport from Pragati Maidan Premises for dumping the same at dumping ground outside with all lift & lead upto 15 KM etc. complete and as per the direction of Engineer Incharge	25	Cum	372.00	9300.00
5	Cutting and removing of existing old damaged water proofing treatment bitumen felt including stacking of serviceable material and disposal of unserviceable material within 50 m lead etc. complete and as per the direction of Engineer Incharge	8000	Sqm	12.34	98720.00
	Total				2640287.00

Note-

1. The rates should be quoted exclusive of service tax as applicable.
2. The payment shall be made on production of ESI, EPF & CLA registration no./ Necessary challans related with payment as applicable.

Manager (CIVIL)

Sr. MANAGER (Civil)

INDIA TRADE PROMOTION ORGANISATION
(Engineering Division)

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

S.No.	FOR	READ
1.	Government of India	India Trade Promotion Organisation
2.	C.P.W.D. or Government	India Trade Promotion Organisation
3.	CPWD -7/8/9	CPWD 7/8/9
4.	President/President of India	C.M.D ITPO
5.	Chief-Engineer	General Manager (Works)
6.	Superintending Engineer	Dy. General Manager (Civil)/SM (Civil)
7.	Engineer-in-charge/Divisional Engineer/Executive Engineer/Divisional Office	Manager (Civil)
8.	Sub-Divisional Officer/Asstt. Engineer	Deputy Manager (Civil)
9.	Administration 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'2012	Shall be applicable to ITPO works
13.	CPWD specifications 2009 part – I & II	Shall be applicable to ITPO works
14.	DSR (Internal) 2012 for Electrical works	Shall be applicable to ITPO works
15.	CPWD specifications (Internal) 2010 for Electrical works	Shall be applicable to ITPO works
16.	DSR External 2012 for Electrical works and specifications	Shall be applicable to ITPO works
17.	Provision of Section 12 Sub-Section (i) of the works man compensation	Shall be applicable to ITPO works
18.	CPWD safety Code framed from time to time	Shall be applicable to ITPO works
19.	CPWD maternity benefits to labour	Shall be applicable to ITPO works
20.	Model Rules of the protection of health and sanitary appointment for workers employed by CPWD	Shall be applicable to ITPO works
21.	CPWD contractor labour Regulations	Shall be applicable to ITPO works

MANAGER (Civil)

Sr. MANAGER (CIVIL)

ADDITIONAL CONDITIONS

1. The work shall be carried out strictly as per CPWD specifications 2010, Part I & II with upto date correction slips.
2. The contractor shall take approval from the Manager (Civil)/Electrical in writing for collection and stacking of materials.
3. The contractor must follow CPWD Safety Code as provided in general conditions of contract for CPWD Works.
4. Any damage done by the contractor or his workmen to any existing work during the course of execution of the work shall be made good by him at his own cost.
5. 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.
6. The contractor to whom the work is awarded will have to sign the agreement on non judicial stamp papers of Rs.50/- and the cost of such stamp paper will be borne by the contractor.
7. Cement bags shall be stacked by the contractor at space provided by ITPO of stipulated quantities at his own cost in his own.
8. Cement shall be kept under double lock system in space provided by ITPO fixed with the door. The key of the lock shall remain with representatives of the Engg-in-charge at the site of work and that of other with the contractor or his authorized agent. Day to day issue shall be entered in the prescribed register and signed by the contractor or his authorized agent.
9. All incidental charges of any kind whatsoever including cartage, cutting and wastage etc. shall be borne exclusively by the contractor and nothing extra will be paid to him on this account.
10. The contractors are required to submit the bill on their printed letter head having detail of TIN & Service Tax No. for release of payment.

Manager (Civil)

Sr. Manager (Civil)

17
SPECIAL CONDITIONS

1. It is mandated to ensure that provisions of various Labour Welfare Acts are to be followed in the organisation.
2. It is emphasized that all the contractors who engage contractual labour must ensure that:-
 - a) It shall be the liability of the contractor (including the Contracting firm/company) to obtain and to abide by all necessary licenses/permissions from the authorities concerned as provided under the various labour legislations including the labour license obtained as per the provision of the contract Labour (Regulation & Abolition) Act, 1970.
 - b) The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employers Provident Fund & Miscellaneous Provisions Act, 1952. The Employees State Insurance Act, 1948, The Contract Labour (Regulation & Abolition) Act, 1970, The inter-State Migrant workmen (Regulation of employment & condition of service) Act, 1979, The Minimum Wages Act, 1949, the Payment of Wages Act 1936 the workmen's Compensation Act, 1923 and other relevant Acts, Rules and Regulations, instructions etc. issued/enforced from time to time.
 - c) On commencement of the contract, the contractor shall continue to have PF and ESI code No. till conclusion of the contract. ITPO reserves the right to withhold any payment if ESI and PF contributions are not paid the by the contractor and proof to that effect have not been produced regularly by the contractor. Non production of PF and ESI challans of monthly contributions before its due date but not later than 21st of the every month by the contractor, shall be liable for action against the contractor and also suitable penalty shall be levied by the Execution Department as deemed fit.
 - d) The contractor shall regularly submit all relevant records/documents to ITPO representative for verification and upon such satisfaction only, ITPO will allow reimbursement of the amounts paid.
 - e) The contractors shall be solely responsible for the payment of wages and other dues to the personnel deployed by him latest by 7th of the subsequent month. The contractor shall be directly responsible and indemnify the authority against all charges, dues, claims etc. arising out of the disputes relating to the dues and employment of personnel deployed by him.
 - f) The contractor shall ensure regular and effective supervision and control of the personnel deployed by him and gives suitable direction for undertaking the contractual obligations.

Manager (Civil)

Sr. Manager (Civil)

**GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER
COMPLETION IN RESPECT OF WATER PROOFING WORKS**

The Agreement made this _____ day of _____ two thousand and _____ between _____ son of _____ of _____ (hereinafter called the Guarantor of the one part) and the PRESIDENT OF INDIA (hereinafter called Government of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated _____ and made between the GUARANTOR of the one part and the Government of the other part, whereby the Contractor, inter alia, undertook to render the buildings and structures in the said contract recited completely water and leak proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and lead-proof for five years from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- (a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
- (c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water-proof to the satisfaction of the Engineer-in-Charge at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer-in-Charge calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S cost and risk. The decision of the Engineer-in-Charge as to the cost payable by the Guarantor shall be final and binding.

That if GUARANTOR fails to execute the water proofing or commits breach thereunder then the GUARANTOR will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer-in-Charge will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor _____ and by _____ and for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of –

- 1.
- 2.

Signed for and on behalf of THE PRESIDENT OF INDIA by _____ in the presence of

- 1.
- 2.

India Trade Promotion Organisation
(Engineering Division)

Categories of Employees

All inclusive
Minimum Rates of Wages per day

A. Un-Skilled

1	Mazdoor	Rs. 329.00	Each Per day
2	Mazdoor Coolies	Rs. 329.00	Each Per day
3	Helper to Mason, Fitter Carpenter & Painter	Rs. 329.00	Each per day
4	Any other categories doing un-skilled work	Rs. 329.00	Each per day

B. Semi Skilled

1`	Sewer man	Rs.363.00	Each Per day
2	Chowkidar	Rs. 363.00	Each per day

C. Skilled

1.	Glazier	Rs. 399.00	Each per day
2	Carpenter	Rs. 399.00	Each per day
3	Sanitary Fitter	Rs. 399.00	Each Per day
4	Spray men for Road	Rs. 399.00	Each per day
5	Mason	Rs. 399.00	Each per day
6	Black Smith	Rs. 399.00	Each per day

M (Civil)
ITPO

Sr. Manager (Civil)
ITPO

AGREEMENT

AN AGREEMENT is made this.....BETWEEN the India Trade Promotion Organisation. A company Incorporated under the companies Act, 1956 and with its registered office at Pragati Maidan New Delhi-110 001, 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/partners, Managing Director(which expression shall be including his/its successor's heirs, executors, representative and or assignees of the second party (hereinafter called the contractor).

WHEREAS the Authority has, under Notification No.

WHEREAS the contractor has submitted tender for carrying out the work as above as per the tender document page to 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.

At New Delhi.
WITNESS

- 1. _____ Party No. 1
- 2. _____ Party No. 2