

**PERFORMA TO BE ATTACHED WITH NIT**

To,

.....,  
.....,  
.....

Sub: **Procurement of LED Lamps of 3 Watt capacity of different colours for IITF 2015 at Pragati Maidan, NewDelhi**

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.)

**PERFORMA TO BE SIGNED BY BIDDER WITH BID**

To,

Manager(Electrical),  
.....,  
.....

Sub: **Procurement of LED Lamps of 3 Watt capacity of different colours for IITF 2015 at Pragati Maidan, NewDelhi**

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 in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

### **Notice Inviting Tender**

The Manager (Elect.), Engg. Division, Room No. 147, India Trade Promotion Organization, Pragati Maidan, New Delhi on behalf of CMD, ITPO invites sealed Item rate tender for supply of materials from manufacturers/ authorized dealers, Subject to submission of dealership certificate in original duly attested by a Gazetted Officer. The tender documents will be received up to **3.00 PM** on **10.8.2015**, and will be opened by him (or) his authorized representative on the same day at **3.30 PM**.

Sl. No.	Name of Work	Time for Completion	Estimated Cost (Rs.)	Earnest Money (Rs.)	Cost of Tender (Rs.)
1.	Procurement of LED Lamps of 3 Watt capacity of different colours for IITF 2015 at Pragati Maidan, New Delhi.	15 days	4,56,000/-	9,120/-	525/- i/c tax @5%

Earnest Money should be deposited 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 forms can be had from the office of the undersigned on production of PAN No., TIN No. and VAT, (as applicable), between **11.00 AM to 4.00 PM** on all working days from **29.7.2015 to 7.8.2015** after paying the tender cost mentioned as above (Non Refundable). The tender of tenderer who do not deposit the earnest money in the aforesaid prescribed manner shall be summarily rejected. Other terms and conditions will remain same as per the tender.

The tender document is also available on our website [www.indiatradefair.com](http://www.indiatradefair.com) and same can be downloaded and used as tender document for submitting the tender. However, the documents required such as proof of manufacturer / authorized dealer, PAN Number, TIN Number, VAT No. as well as two DDs towards Cost of Tender and Earnest money (Demand Draft should be in favour of India Trade Promotion Organization) payable at New Delhi) should be enclosed in one envelop to be marked "Eligibility Documents". The Financial bid and schedule of quantities is to be submitted in separate envelopes marked "Financial Bid".

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. Cost of tender documents & EMD downloaded from website must be either deposited by **10.8.2015** or the Bank Draft towards cost of tender and EMD must be drawn up to **10.8.2015**, 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. Mahipal Singh)  
Manager(Elect.)  
Room No. 147

## NOTICE INVITING TENDER

Item rate/percentage rate tender are invited on behalf of the President of India from manufacturers/ authorized dealers, Subject to submission of dealership certificate in original and duly attested by a Gazetted officer for the work of **Procurement of LED Lamps of 3 Watt capacity of different colours for IITF 2015 at Pragati Maidan, New Delhi.**

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.4,56,000.00** 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 15 days from the date of issue of supply order 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 PM) and tender documents shall be issued by(4 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 **29.7.2015 to 7.8.2015** everyday 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.525/- in cash as cost of tender.
6. (i) Tenders shall be accompanied with earnest Money of **Rs.9,120/-** in cash (upto Rs. 10000/-) / fixed deposit receipt of a scheduled bank/ demand draft of a scheduled bank issued in favour of ITPO issued by a scheduled bank having validity for minimum three 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 M(Elect.)up to 3.00 PM on **10.8.2015**. 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 tenderers 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.
- 16.1.10 The 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.
- 16.1.11 Running 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 ORGANISATION**  
**(ELECTRICAL DIVISION)**  
**ESTIMATE**

Name of work: -**Procurement of LED Lamps of 3 Watt capacity of different colours for IITF 2015 at Pragati Maidan, New Delhi**

<b>Sl No</b>	<b>Description of Item</b>	<b>Qty</b>	<b>Rate (Rs.)</b>	<b>Unit</b>	<b>Amount</b>
<b>1</b>	Supplying of 3 Watt LED Lamps of different colours suitable for input voltage between 220V to 240V, AC Frequency 50 HZ, Make (AMTL, MATADOR, EON, FIEM, WIN)	3000 Nos.		Each	
	Add VAT@ 5%				
	<b>TOTAL</b>				



INDIA TRADE PROMOTION ORGANISATION

(Electrical Unit)

**Name of Work:- Procurement of LED Lamps of 3 Watt capacity of different colours for IITF 2015 at Pragati Maidan, NewDelhi**

**TERMS AND CONDITIONS**

1. The tenderer shall quote the rates of mentioned make only.
2. No extra on account of cartage shall be paid.
3. The tenderer should mention taxes etc. clearly in the tender if any.
4. No advance payment shall be made.
5. The delivery of material should be done in a 15 days time after the receipt of supply order.
6. The payment shall be made only after the complete delivery of material and no part payment of material will be done.

**Manager (Elect.)**

Name of work:- **Procurement of LED Lamps of 3 Watt capacity of different colours for IITF 2015 at Pragati Maidan, New Delhi**

**P.W.D. 9** (Pamphlet)

Government of India  
State Delhi Division : Engg.  
Branch Electrical Sub-Division: Elect.

**TENDER AND CONTRACT  
FOR**

**SUPPLY OF MATERIALS**

**(Central P.W.D. Code. Paragraph 89)**

**GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS**

1. All supplies proposed to be obtained by contract will be notified in a form Of invitation to tender posted in public places and signed by the **Divisional Officer/Manager(Electrical)**. This form will state the supplies to be made as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tender and the percentages to be deducted from bills Copies of the Specifications and any other documents required in connection with the work. Signed for the purpose of identification by the **Divisional Officer / Manager (Electrical)**. shall also be open for inspection by the contractor of the office of the **Divisional Officer / Manager(Electrical)**. during Office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced, with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payment made to a firm must also be signed by the several partners except where the contractors are described in their tender is a firm, in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectful receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form stating at what rate he is willing to undertake each item of the work. Tenders which purpose alteration in the work specified in the said form of divination to tender or in the time allowed for carrying out the work, or which contain any other conditions of any sort will be liable to rejection. No single tender shall include more than one work, but contractors wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.

5. The **Divisional Officer/Manager(Electrical)**. or duly authorised assistant will open tenders in the presence of any intending contractors who may be present at time, and enter the amounts of the several tenders in a Comparative statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specification and other documents mentioned in rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted under shall there upon be returned to the contractor making the same.

---

6. The Officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the **Divisional Officer / Manager(Electrical)**. and the contractor shall be responsible for seeing that he produces a receipt signed by the **Divisional Officer/ Manager(Electrical)**. or a duly authorised cashier.

**Security Deposit**

**Clause:** The person/persons, whose tender (s) may be accepted (herein after called the contractor) shall permit Govt. at the time of making any payment to him for work done under the contract to deduct such sum as long with the sum already deposited as earnest money will amount.

(i) In the case of works costing upto Rs. 1,00,000/- to 10% of the estimated cost of the work put to tender.

(ii) In the case of works costing more than Rs. 1,00,000/- and upto Rs 2,00,000/-10% on the first 1,00,000/ and 7-1/2% on the balance.

(iii). In the case of working costing more than Rs. 2,00,000/- to 10% on the first Rs. 1,00,000/- 7-1/2 % on the next Rs.1 lakh and 5% on the balance, subject to a maximum of Rs.1,00,000/- only unless he is they are exempted from payment of Security Deposit in individual cases or has/ have deposited the amount of security at the rate mentioned above in cash or in the form of Govt. securities or First deposit Receipts or Guarantee Bonds of any scheduled bank or the State Bank of India in case a fixed deposit receipt of any bank is furnished by the contractor to the Govt. as part of the security deposit and the bank goes into liquidation or for any reason is unable to make payment against the said fixed deposit receipt, the loss caused there by shall fall on the contractor and the contractor shall forth with on demand furnish additional security to the Govt. to make good the deficit. Such deduction to be held by Govt. by way of security deposit provided always that the Govt. for this purpose shall be entitled to recover recent of the amount of each running bill till the balance of the amount of security deposit is realised. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from the interest arising there from or from any sums which may be due to may become due to the contractor by Govt. on any account what so ever an in the event of his security deposit being reduced by reasons of any such deductions or sale as aforesaid the contractor shall with in 10 days make good in cash of guarantee bond in favour of the Governor of H.P executed or fixed deposit receipt tendered by State bank of India or by scheduled banks ( In case of limits prescribed by reserve Bank of India by Govt.

securities if deposited for more than 12 months endorsed in favour of the Engineer in charge any sum or

---

sums which may have been deducted from or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money if deposited in each at the time of tender will be treated as part of security deposit.

**Note:** 1. Govt. papers tendered as security will be at 5% below its market value on its full value which ever is less. The market price of Govt. papers would be ascertained by the Divisional Officer at the time of collection of interest and the amount of interest of the deficiency in value of Govt. papers will be withheld if necessary. Govt. securities will include all forms of security mentioned in rule 274 of GFR. except fidelity bond. This will be subject to observance of conditions under the rule against each form of security.

2. The contractor is to deliver the materials on or before he mentions in the tender. Failing which he shall be subject to pay or allow one percent on the total amount of the contractor every day not exceeding ten days that he shall exceed his time as and for liquidated damages.

3. In every case in which the payment or allowance mentioned in clause 2 shall have incurred for ten consecutive days, the Divisional Officer shall have the power to annul the contract and or have the supply completed at the contractor's risk and expenses without any further notice to him and the contractor shall have no claim compensation for any loss that he may incur in any case.

4. If the contractor shall be hindered in the supply of the materials so as to necessitate an extension of the time allowed in this tender he shall supply in writing to the Divisional Officer who shall grant it in writing if responsible ground be shown for it, and without such written authority of this Divisional Officer, the contractor shall not claim exemption from the fine leviable under clause 2 for the completion of the rest of the works the contractor shall be entitled such extension of times as may be determined by the Engineer-in-Charge.

---

5. The contractor shall give to the **Divisional Officer / Manager(Electrical)**. (therein after called the Engineer-in-Charge) of his intension of making delivery of materials and on the materials being approved, a receipt shall be granted to him by the Divisional Officer or his assistant and not no material will be considered as delivered until so approved.

6. On the completion of the delivery of materials the contractor shall be furnished with a certificate to that effect by the **Divisional Officer / Manager(Electrical)**. (here after contractor shall Engineer-in-Charge) but the delivery will not be considered complete until the contractor shall have re-complied all rejected materials and shall have the approved materials stocked or placed in such position as he pointed out to him.

6-A If any time the commencement of the supplies the Governor of H.P / shall for any reason whatsoever not require the whole thereof as specified in the tender to be the Divisional Officer shall in addition to his power to annul the contract in case of default on the part of the contractor, have power to terminate all liability of the Governor there under at any time after giving due notice in writing to the contractor of his desire to do so, in the event of such a notice being given.

- (a) The Divisional Officer shall be entitled to direct the contractor to complete the supply of the material which are ready for delivery up to the expire of the notice and thereafter to case their supply, all the articles or supplies received and accepted up to that date shall be paid for at the tender rate, and.
- (b) The contractor shall have no claim to any payment or compensation what-so-ever on account of any profit or advantage which he might have derived in consequence of the full execution of the contract but which he did not obtain owing to its premature termination or for any loss which he might have sustained on this account.

---

7. No payment should be made for a work estimated to cost rupees five thousand or less till after the whole or the work shall have been completed and certificate or completion given. But in the case of work estimated to cost more than rupees five thousand the contractor shall on submitting the bill be entitled to receive a monthly payment proportionate to the part thereof then executed to the satisfaction of the Engineer-in-Charge , whose certificate of the sum of payable shall be final and conclusive against the contractor.

Payment due to the contractor may, if so desired by him be made to his bank instead of direct to him , provided that the contractor furnishes to the Engineer-in-charge (1) an authorization in the form of a legally valid documents such as a power of attorney authority on the bank to receive payment and (2) his own acceptance of the contract-ness of the account made out as being due to him by Government or his signature on the bill or other claim

preferred against Govt. before settlement by the Engineer-in-charge of the account of claim by payment to the bank while the receipt by such bank shall constitute a full and sufficient discharge for the payment the contractor should, wherever present his bill duly receipted and discharge through his bankers.

Nothing herein contained shall separate to create in favour of the bank any rights or equite vis-à-vis the President of India.

8. The materials shall be of the best description and in strict accordance with the specification and the contractor shall receive payment for such materials only as are approved and passed by the Engineer-in-charge .

9. In the event of the material being considered by the Engineer-in- charge to be inferior to that described in the specification, the contractor shall on demand in writing forthwith remove the same at his own charge and cost and in the event his neglecting to do so within such period as may be named by the Engineer-in-charge that office may have such rejected material removed at the contractor's risk and the expenses incurred being liable to be deducted from any sums due or which may become due to the contractor.

9 A. The contactor /seller hereby declares that the goods stores articles sold or to be sold to the Govt. under this contract shall be of the best quality (and work mark ship) and shall be strictly in accordance with the specification and particular contained mentioned in clause 8 hereof and the contractor /seller herby guarantees that the said goods/ stores articles shall continue to confirm to the description and quality aforesaid for a period of three months shall the date of delivery of the said goods stores/article to the Engineer- in-charge and that not with standing the fact the Engineer-in-charge may have inspected and on approved the said good articles be discovered not be confirm to the description and quality aforesaid or to have deteriorated ( and the decision of the Engineer-in-charge in that behalf will be final and conclusive a binding on

the parties the Engineer-in-charge will be entitled to reject the said good /stores articles

---

or such portion there of as may be discovered not to confirm to the said description and quality. On such rejection the goods articles stores will be at the seller's risk and the provision contained in the clause 9 hereof shall mutatis mutandis apply to the removal of the goods stores articles rejected under this clause. The contractor/seller shall if called upon to replace the said goods/ stores articles or such portion there of as has been rejected by the Engineer-in-charge or otherwise the contractor/ seller shall pay to the Govt. such damages as may arise by reason of the breach of the condition herein contained, Nothing herein contained shall prejudice any other right of the Govt. in that behalf under this contract or otherwise.

10. If the contractor of his work people or servants shall break, deface injure or destroy a building, road, road clubs, fence enclosure, water pipes cables drains, electric or telephone posts or wires, trees, grass or grass land of cultivated ground contiguous to the place where the materials are being supplied, he shall make good the same at his own expense and in the event or his refusing or failing to do so the damage shall be required at his expense by the Engineer-in-charge, who shall deduct the cost from any sums due, or which may become due to the contractor.

11. The contractor shall supply at his own expense all tools, plant and implements required for the due fulfilment of his contract and the material shall remain at his risk till the date of final delivery, unless it shall have been in the mean time for use by the Engineer-in-charge .

12. NO material shall be brought to site or delivery on Sundays without the written permission of the Engineer-in-charge.

13. This contract shall not be sublet without the written permission of the Divisional Officer / **Manager(Electrical)**. In the event of the contractor subletting his contract without such permission he shall be considered to have thereby committed a breach of contract, and shall forfeit his security deposit and shall have no claim for any compensation for any loss that may have collected or engagement entered into.

13. A The Engineer-in-charge shall have power to make any alteration in, commissions firm, additions to or substitutions for the original specification, drawings, designs, and instruction that may appear to him to be necessary or advisable during the course of supply of the material and the contractor shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the Engineer-in- charge and such alterations omissions addition at substitutions shall not invalidate the contractor , and altered additional or substituted materials which the contractor may be directed to supply in the manner above specified as part of the work shall be supplied by the contractor on the same conditions in all respect or which he agreed to do the main work , and at the same rates, are a specified in the tender for the main work. The time for the completion of the supply shall be extend in the proportion that the altered, additional or substituted quantity of materials bears to the original quantity and the certificate of the Engineer-in- charge shall be conclusive as to such proportion. And if the altered additional or the altered additional or substituted materials include any class or materials, for which the rate is specified on this contract than such class of materials shall be supplied at the estimated rate entered in the schedule of rates of the .....

---

direct on which the estimated cost shown on page 2 of the tender is passed and in such class of materials are not entered in the said schedule of rates, than the contractor shall within seven days of the date or his receipt of the order to supply the materials inform the Engineer-in-charge of the rate which it is his intention to charge for such class of material and if the Engineer-in-Charge does not agree to this rate he shall by notice in writing be at liberty to cancel this to supply such class of materials and arrange the supply thereof in such manner as he may consider advisable provided always that if the contractor shall commence supply or incur any expenditure in regard thereto before the rate shall have been determined as lastly herein before mentioned time and in such case he shall only be entitled be paid in respect of the supply made or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates shall be fixed by the Engineer-in-charge in the event of a disputes the decision of the Superintending Engineer of the circles shall be final.

13 B. In every case in which by virtue of the provision of Section 12 Sub. Section (1) of the workman's Compensation Act. 1923. Govt. is obliged to pay compensation to a worker employed by the contractor, in execution of the works Government will recover from the contractor the amount of the compensation so paid and with prejudice to the rights of Govt. under Section 12, Sub. Section (2) of the said Act Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Govt. to the contractor whether under this contract or otherwise. Government shall not be bound to contract any claim made against it under Section 12 Sub. Section (1) of the said Act. except on the written request of the contractor upon his giving to Government full security for all costs for which Govt. might become liable in consequence of contesting such claim.

13-C (a) The contractor shall pay not less then fair wage to labourers engaged by him on the work. Explanation : Fair Wages means wages whether for time or place work notified at the time of inviting tenders for the work and where such wages have not been so notified the wages prescribed by the IPH for the district in which the work is done.

---

(b) The contractor shall not withstanding the provisions of any contract to the contrary cause to be paid fair wages to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work as if the labours had been immediately employed by him.

( c ) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with or cause to be completed with the C. **P.W.D.** contractor's labour regulations made by Government from time to time in regard, payment wages, wage period, deductions, from wages , recovery or wages not paid and deductions unauthorisedly made maintenance of wage register wage cards, publication of scale of wages and other terms of employment , inspection and submissions of periodical returns and all other matters of a like nature.

( d ) The Executive Engineer or sub Divisional Officers **/Manager(Electrical)**. concerned shall have the right to deduct, from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non fulfillment of the contract for the benefit of the workers, non payment , of wage or of deductions made from his or their wages which are not justified by the terms of the contractor or non observance of the regulations.



In the case of Union Territory of Delhi however as the all inclusive minimum daily rates of wages fixed under notification of the Govt. of India in the Ministry of Labour and Employment and forwarded by Chief Engineer vide No. SSW (NDZ) /SWI/SP/S-60/73/109-819 dated 6.6.73 etc. inclusive of wages for the weekly day of rest the question of extra payment for the weekly holidays would not arise.

( d) Under the provision of the minimum Wages Act, 1948 and the minimum Wages (Central ) Rules 1950 the contractor is bound to allow or cause to be allowed to the labourers directly or indirectly employed in the works one day's rest for six days continuous work and pay wages at the same rate as for duty in the even of default the Executive Engineer or Sub Divisional Officer concerned shall have the right to deduct the sum or sums not paid on account of wages for weekly holiday to any labours and pay the same to the persons entitled thereto from money due to the contractor.

( e) Vis-avis the State Government to the contract shall be primarily liable for the payments to be made under and for the observance of the regulations aforesaid without prejudice to his right to claim indemnity from his sub contracts.

( f) The regulations aforesaid shall be deemed to be a part of contract and may breach thereof shall be deemed to be breach of his contract.

---

13-D In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement the contractor shall comply with the cause to be complied with all rules frame by Government from time to time for the protection of health and sanitary arrangements for workers employed by the C.**P.W.D.** and its contractors.

13-E In the event of the contractor (s) committing a default of any of the provisions or of the Public Works Department Contractor's Labour Regulations are Model Rules for the protections of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above Regulations and Rules which is waterlally incorrect he/they shall without prejudice to any other liability pay to the Government a sum not exceeding Rs. 50.00 per every default breach or furnishing making submitting filling such materially incorrect statement and in the even of the contractor (s) defaulting continuously in this respect, the penalty may be enhanced or the 50/- per day for each day of default subject to a maximum of 5 percent, of the estimated cost of the work put to tender. The decision of the Engineer-in-charge shall be final and binding on the parties.

13-F Hutting for labour the contractor (s) shall at his/their own cost provide his /their labour with a sufficient number of huts (the their after referred to as the camp of the following specification on a suitable plot of land to be approved by the Engineer-in-Chief.

( 1) a. The minimum height of each hut at the eve level shall be 7' and the following provident will be at the rate of 30 sq. ft. for each member of the workers family staying with the labour.

b. The contractor(s) shall in addition construct suitable cooking place having a minimum area 6'x5" adjacent to the hut for each family.

c. The contractor (s) also construct temporary latrines & urinals for the use of the labourers each on the scale not less than four per each one hundred of the total strength separate latrines and urinals being provided for woman.



d. The contractor s) construct sufficient number of bathing and washing places one unit for every 25 persons residing in the camp these bathing and washing places shall be suitably screened.

( 2) a. All the huts shall have walls of sun dried or burnt bricks laid in mud mortar or other suitable local materials as may be approved by the Engineer-in-charge in case of sun dried bricks the walls should be plastered with gobri on both sides. The floor may be kutcha but plastered with gobri and shall be at least 6" above the surrounding grounds the roof shall be laid with thatched or any other materials as may be approved by the Engineer-in-charge and the contractor shall insure that throughout the period of their occupation the roofs remain water-tight.

b. The contractor (s) shall provide each hut proper ventilation.

---

c . All doors, window and ventilations shall be provided with suitable leaves for security purpose.

d. There shall be kept an open space of at least 8 yards between the rows of huts which may be reduced to 20 ft. according to the availability of site with the approval of the Engineer-in-charge back to back construction will be allowed.

( 3) Water Supply- The contractor (s) shall provide adequate supply of water for the use of labourers. The provisions shall not be less than 2 gallons of pure and wholesome water per head per day for drinking purposes and 3 gallons of clean water per head per day for bathing and washing purposes. Where piped water supply is available. Supply shall be at stand poses where the supply is rom wells or river, tanks which may be of metal or masonry shall be provided. The contractor (s) shall also at his/their own costs make arrangement for lying life lines for water supply to his/their camp, from the existing mains where-ever available and shall pay all fees and charges therefore.

( 4) The site selected for the camp shall be high ground, removed from jungle.

( 5) Disposal of Excreta . The contractor (s) shall make necessary arrangements for the disposal of excreta from latrines by trenching or incineration which shall be according to the requirements laid down by the Local Health Authorities. If trenching or incineration is not allowed the contractor (s) shall make arrangement for the removal of excreta through the Municipal Committee/ authority and inform it about the number of labourer employed so that

arrangements may be such committee/ authority for the removed of the excreta. Charges on this account shall be born by the Contractor and paid direct by him to the municipality/ authority. The Contractor shall provide one sweeper for every 8 seats in case of dry system.

( 6) Drainage the contractor (s) shall provide efficient arrangements draining away sullage water so as to keep the camp near and dity.

( 7) The contractor (s) shall make necessary arrangements for keeping the same area sufficiently lighted avoided accidents to the worker.

( 8) Sanitation The contractor (s) shall make arrangements for conservancy and sanitation in the labour camps according to rules of the Local Public Health and Medical Authority.

---

13-G In respect of all labour directly or indirectly employed in the work for performance of the contractor's parts of this agreement the contractor shall at his own expense arrange for

the safety provision as per C.**P.W.D.** safety code framed from time to time and shall at his own expense provided for all facilities in connection therewith. In case the contractor fails for making arrangement and provide necessary facilities as aforesaid he shall be liable to pay a penalty of Rs.50/- each defuli and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred in that behalf from the contractor.

14. Except were otherwise provided in the contract all questions and disputes relating to the meaning of the specification designs drawing and instructions herein mentioned as to the quality of workmanship or materials used on the work or as to any other question claim right matter or thing whatsoever in any way arising out of or relating to the contract, design drawings, specifications estimates instructions orders or these conditions or otherwise concerning the works or the execution of failure to execute the same whether arising the progress of the work or after the completion abandonment thereof shall be referred to the sole arbitration of the person appointed by the E-in-Chief (IPH) Department at the time of such appointment. It will be no objection to any such appointed that the arbitrator so appointed is a Government servant that he had deal with the matters to which the contract relates and that in the case of his duties as Govt. servant he had expressed views on all or any of the matters in disputes or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to Act for any reason such E-in-C or Administrative head as aforesaid at the time of such transfer vacation of office or inability to act shall appoint an other person to act as arbitrator in accordance with the terms of the contract. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that one person other than a person appointed by such E-in-C or administrative head of the C.**P.W.D.**/ITPO as aforesaid should act as arbitrator and if for any reason, that is not possible, the matter is not to be referred to arbitration at all.

Subject as aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-enactment thereof and the rules made there under and for time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the disputes or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of such dispute.

---

The arbitrator (s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

15. On the breach of any terms or conditions of this contract by the contractor, the said President shall be entitled to forfeit the security deposit or the balance thereof that may at that time be remaining and to realise and retain the same as damages and compensation for the said breach but without prejudice to right of the said President to recover any further sums as damage from any sums due or which may become due to the contractor by Government or otherwise howsoever.

Interpretation Clause.

The Govern means the Governor of H.P. and his successors.

The Divisional Officer means the Divisional Officer for the time being of the Division concurrence.

The Sub Divisional Concerned.

Word Importing the singular number only include the plural number and vice versa.

16. Without prejudice to any of the right or remedies under this contract. If the contractor dies the Divisional Officer on behalf of Governor of H.P. shall have the option of terminating the contract without compensation of the contractor.

17 ( 1) Whenever any claim against the contractor for the payment of a sum or money arises out or under the contract Government shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor and to sell any Government. Promissory Notes etc. forming the whole or part of such security. In the even of the security being insufficient or if no security has been taken from the contract then the balance or the total sum recoverable as the case may be, shall be deducted from any sum hence due or which at anytime thereafter may become due from the contractor under this or any other contract with the Government, should this sum be not sufficient to cover the full amount recoverable, the contractor shall pay to Government on demand the balance remaining due.

( 2) Government shall have the right to cause an audit and technical examination of the works and the final bill of the contractor including all supporting vouchers abstract etc. to be made after payment of final bill and it as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under contract and found not to have been executed. The contractor shall be liable to refund the amount of the overpayment and it shall be law full for Government to recover the same from him in the manner described in sub clause (1) of this clause or in any other manner legally permissible and if as a result of audit and technical examination it is found that contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by Government to the contractor.

PROVIDED that Government shall not be entitled to recover any sum overpaid, not the contractor shall be entitled to payment of any sum paid short where such payment has been agreed upon between the superintending Engineer or Executive Engineer on the one hand and the contractor on the other under any term of the contract permitting payment for work after assessment by the Superintending Engineer or the Executive Engineer.

STANDING ORDER NO. 1010 dated 19.2.1963.

In form No. C.**PWD 9** in the Books of forms (First Edition, First Reprint) referred to in para 16 of the Central C. **P.W.D.** code revised Edition, 1969 and the following after clause 6.....

The Security Deposits of Contractor shall not be refunded before the expiry of the three months after the issue of certificate, final or otherwise of completion of supply or till the final bill has been prepared and passed, which ever is later.

Executive Engineer/ **Manager (Electrical)**.

Contractor .....

### **Correction slips of PWD.9 Tender form for supply**

**C.S. No. 1 (Clause 13 A of PWD-9):** This tender / quotation is submitted on the understanding that we shall be responsible for delay or failure to execute orders placed against this tenders quotations directly or indirectly caused by or due to act of Govt. of Mobilisation, demobilization requisition force major lock outs, labour disturbances trade disputes strikes fire pertilence damage or accident to our machine or by other even or circumstances whatsoever beyond our machinery or any of the above said causes or not (this includes delay or any failure to execute the order occessioned by fulfillment by us of any other commitments in cases where directly or indirectly due to any other causes and or consequences due date or dates or such commitment have been extended.

**C.S No. 2 (clause 13 (ad) PWD-9):** In the case of Union Territory of Delhi however as the all inclusive minimum daily rates of wages fixed under notification of the govt. of India in the Ministry of Labour & Employment No. 66 (1)m / 69 – (B) dt. J15.5.69 are inclusive of wages for the weekly day of rest the question of extra payment for the weekly holiday would not arise.

**C.S. No. 3 (clause 14 PWD-9):** It is also a term of the contract that if the contractors do/does not make any demand for arbitration in respect of any claim(s) in writing with 90 days or receiving the intimation from the Govt. That the bill is ready for payment the claim of the contractors will be deemed to have waived and absolutely barred and the govt. shall be discharged and released of all liabilities under contract in respect of these claims.