

GOVERNMENT OF INDIA

INDIA TRADE PROMOTION ORGANISATION

NOTICE INVITING TENDER

Item rate/percentage rate tenders are 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 01.07.2013, 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 2013-14, SH. Providing and fixing curtains & spray painting of the glazed portions at Phoolwari Convention Centre 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. 1,58,263/-** 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 **90 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. & 04.00 P.M. from **21.06.2013 to 01.07.2013** 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. 3,250/-** 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 **01.07.2013** 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 (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
Manager (Civil)**

**GOVERNMENT OF INDIA
CENTRAL PUBLIC WORKS DEPARTMENT**

STATE: Delhi	CIRCLE	SMU-I
BRANCH: Engg.	DIVISION:	MCU-III
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 2013-14**
SH. Providing and fixing curtains & spray painting of the glazed portions at Phoolwari Convention Centre at Pragati Maidan

(i) To be submitted **3.00 p.m.** Hours on **01.07.2013**
(Time) (Date)

(ii) To be opened in presence of tenderers, who may be present at **3.30 p.m.** Hours on
01.07.2013 in the office of M (Udaaveer) at Pragati Maidan, New Delhi

Issued to: _____
(Contractor)

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

Date of issue:	28.06.2013
Estimated Cost	Rs. 1,58,263.00
Earnest Money	Rs. 3,250.00

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 3,250/- 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 President of India

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 2013-14**

SH. Providing and fixing curtains & spray painting of the glazed portions at Phoolwari Convention Centre at Pragati Maidan

(i)	Estimated cost of work	Rs. 1,58,263/-
(ii)	Earnest money:	Rs. 3,250/-
(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

90 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

50%

Deviation limit beyond which clauses 12.2. & 12.3

Shall apply for foundation work

100%

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. 177-ITPOMCU-III/3,26, 29 /Engg/2013-14

Dated: 21.06.2013

TENDER NOTICE

The Manager (Civil), Engineering Division, Room No. 141, India Trade Promotion Organisation, Pragati Maidan, New Delhi on behalf of CMD, ITPO invites sealed percentage rate tenders for S. No.1 and Item rate tender for S. No. 2 & 3 for the following work 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 01.07.2013, 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 20113-14				
1.	Misc. civil work for setting up of CISF Kitchen at the rear side of Phoolwari Convention centre	15 days	1,98,297/-	4,000/-	525/-
2.	Cleaning of underground and overhead water storage tank behind Andhra Pavilion at gate No. 6, behind Hall 11 & 12 and Admn. & Annexe Building	One year	1,78,102/-	3,600/-	525/-
3.	Providing and fixing curtains & spray painting of the glazed portions at Phoolwari Convention Centre at Pragati Maidan	90 days	1,58,263/-	3,250/-	525/-

Earnest Money should be deposited through Bank Draft drawn in favour of India Trade Promotion Organisation, 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 document, while submitting the same.

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 28.06.2013 for the tender cost mentioned as above (Non Refundable).

The tender document is also available on our website www.indiatradefair.com and same can be down loaded and used as tender document for submitting the tender. However, the documents required 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, Service Tax Number and copy of D-vat & Service Tax return/clearance certificate upto date of last quarter 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., "Cost of tender & Earnest Money", "Eligibility Bid" and "Financial Bids" should be put in one envelop, properly sealed and submitted to Manager (Civil), Room No.141.

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.

(Udaaveer)
Manager (civil)

SCHEDULE OF QUANTITIES**Name of work: R/M and upkeep of ITPO Premises at Pragati Maidan during 2013-14****SH.: Providing and fixing curtains & spray painting of the glazed portions at Phoolwari Convention Centre at Pragati Maidan**

S.No.	Description of items	Qty	Rate	Unit	Amount
1	Providing stitching & fixing curtains with lining of approved quality & design with curtain cloth of Rs.250/- per meter & lining cloth of Rs.55/- per meter; having minimum fold at top 100mm and at bottom 250mm with usual runners of the same curtain cloth at required intervals & as per the direction of engineer in charge. (Measurement will be made for net width at top which is usually half of the width at bottom & net overall height)	120.00		Sqm	
2	Providing and fixing curtain rod of 1.25 mm thick chromium plated brass plate, with two chromium plated brass brackets fixed with C.P. brass screws and wooden plugs etc. wherever necessary complete. a) 25 mm dia	55.00		Meter	
3.	Spray painting with automotive metallic paint of approved quality/manufacture (Duro/MRF paint or equivalent) and of required colour & shade to given an even shade i/c under coat of metallic primer, retardant etc. complete and as per the direction of Engineer in charge. a) Two or more coats	150.00		Sqm	

Note- The rates should be quoted exclusive of service tax as applicable

Manager (CIVIL)

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 2010 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)

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)

India Trade Promotion Organisation
(Engineering Division)

Categories of Employees

All inclusive
Minimum Rates of Wages per day

A. Un-Skilled

1	Mazdoor	Rs. 297.00	Each Per day
2	Mazdoor Coolies	Rs. 297.00	Each Per day
3	Helper to Mason, Fitter Carpenter & Painter	Rs. 297.00	Each per day
4	Any other categories doing un-skilled work	Rs. 297.00	Each per day

B. Semi Skilled

1`	Sewer man	Rs.328.00	Each Per day
2	Chowkidar	Rs. 328.00	Each per day

C. Skilled

1.	Glazier	Rs. 361.00	Each per day
2	Carpenter	Rs. 361.00	Each per day
3	Sanitary Fitter	Rs. 361.00	Each Per day
4	Spray men for Road	Rs. 361.00	Each per day
5	Mason	Rs. 361.00	Each per day
6	Black Smith	Rs. 361.00	Each per day

M (Civil)
ITPO

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

PERFORMA TO BE ATTACHED WITH NIT

To,

.....
.....
.....

Sub: NIT No.....for the work.....

Dear Sir,

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

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

The 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,

Sr. Manager (Civil)/Manager (Electrical)

PERFORMA TO BE SIGNED BY BIDDER WITH BID

To,

Manager (Civil)/Manager (Electrical)

.....
.....

Sub: Submission of Tender for the work of.....

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 districts from the main contract, which will come into existence when tender/bid is finally accepted by ITPO. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully,

(Duly authorized Signatory of the Bidder)

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of ITPO

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this.....day of.....20.....

BETWEEN

President of India represented through Manager (Civil)/Manager (Electrical),

India Trade Promotion Organisation, Pragati Maidan, New Delhi, (Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

Through.....(Hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No.....) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for

.....
(Name of work)
Hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

ARTICLE 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender Process or the Contract execution.
 - c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain) or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process)

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender Process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6 – Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, ITPO.

Article 7 – Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head Quarters** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8 – LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the same of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

- 1.
(Signature, name and address)
- 2.
(Signature, name and address)

Place:

Dated: